

## CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

DATED						-				
PARTICIPANT'S NAME	R	AFI	SE(	CUF	RITIE	CS (F	PVT)	LT]	D.	
CLIENT'S NAME										
TRADING ACCOUNT NO.										
CDC SUB A/C NO.	0	4	2	3	4	-				
CDC INVESTOR A/C NO.										
REFERENCE										

### **RAFI SECURITIES (PVT) LTD. TREC HOLDER:** PAKISTAN STOCK EXCHANGE LIMITED

Broker Registration No. : BRK-101

CDC Participant I.D. No. : 04234

Corporate Office : Suit # 1004, 10th Floor, Al-Rahim Tower, I.I. Chundrigar Road, Karachi-74000 Pakistan. Phones : (+92-21) 111-159-111 Fax : (+92-21) 32439631

**P.S.X. Office**: 518, 5th Floor, Stock Exchange Building, Stock Exchange Road, Karachi-74000, Pakistan. Phones: (+92-21) 3242 3741-4 Fax : (+92-21) 3242 4559

E-mail : info@rafionline.com, Website : www.rafionline.com

## **INSTRUCTIONS**

- ★ Please attach attested valid CNIC / NICOP copies of all applicants (including nominee, if any).
- ★ Please attach attested valid CNIC copies of all witnesses.
- ★ Please note, that if you have a joint Account Holder you cannot have a Nominee & Vice versa (signature of Nominee is not required).
- ★ Attested photocopy of Zakat Exemption Certificate (For Muslims only) For all Parties Individually.
- ★ Entering your local mobile number & Email address are compulsory for CNIC holders (For NICOP holder, E-mail address is compulsory).
- ★ If you have already a CDC Investor A/c, Please make sure all joint Account Holders should be exactly the same as on your CDC Sub Account with us it will allow you to transfer your shares between the two CDC accounts.
- ★ Pay slip required (if services) (b) Source of income (if Business) Detail of business required on company letter head. (c) Retired person (Pension book or any other Certificate required)
- ★ Know Your Customer (KYC) Application Form dully filled & singe by Main Applicant & joint holder
- ★ Required Bio-Metric Verification

RCI
IUL
RAFI SECURITIES

TREC HOLDER: Pakistan Stock Exchange Limited Corporate Office : Suit No. 1004, 10th Floor, Al-Rahim Tower, I. I. Chundrigar Road Karachi Phones : (92 21) 111 159 111 Fax : (92 21) 3243 9631 PSX Office : 518, 5th Floor, Stock Exchange Building, Stock Exchange Road, Karachi-74000 Phones : (92 21) 32423741- 4 Fax : (92 21) 3242 4559

For official use of the Participant/TRE Certificate Holder only					
Application Form No.					
TRE Certificate No.	159				
Securities Broker Registration No.	BRK-101				
CDS Participant ID	04234				
Sub Account No.					
Trading Account No. (Back office ID) (if applicable)					
Investor Account No.					

CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

(Please Also Fill KYC APPLICATION FORM for Main and Joint Applicants)

Nature of Account	Single		Joint													
			(Pleas	e use Bl	LOCKL	ETTE	RS to fil	l the f	orm)							
I/We hereby apply for opening of my/our following account [ <b>please tick (✓) only one relevant box</b> ] with [insert name of the Participant/TRE Certificate Holder]:																
1. 🗌 Trading & S	1. Trading & Sub-Account [Opening of Account with Securities Broker for trading, custody and settlement]															
2. Investor Account with CDC 3. Sub-Account with Participant																
<ul> <li>Trading Account [Opening of Account with a Securities Broker for trading purpose only]</li> </ul>																
Note: In case applicant chooses option # 4 above, then he/she shall choose any of the following:																
		o Direct S		-							5					
		o Nationa														
						100)										
		ase speci				<b>-</b> 1 · /						11.1	1/1/0			
A. REGISTRATION (AND					CANT (	The inf	ormation	should	d be sa	me as	provide	d in the			on Forn	n)
1. Full name of Applicant (As per CNIC)	. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS. UKN No.															
	COP															
3. Details of Contact Pers their Attorney. However, Att Main Applicant or any of the provided in the KYC Applica	torney sha e Joint App	ll not be a blicants, ple	Particip ease tic	ant/TRE k (✓) the	Certific approp	ate Ho briate b	older or i lox (a) b	ts Dire elow a	ctor or nd use	Repre	sentat ontact o	ive. Wh details c	ere Co of such	ontact F Contad	Person	is the
(a) Contact Person: Main A	pplicant	Joint A	Applicar	nt No. 1	Jo	int App	olicant N	o. 2	J	oint Ap	plicant	No. 3	A	ttorney	· 🔲	
(b) Attorney Name: MR. / M	RS. / MS.															
(c) Mailing Address:																
ARC POC No. [Please tick (~) appropriate																
(e) Expiry date of CNIC//SN	IC/NICOP				/			/					Life T	ime		
(f) Passport details:				Number:						e of Iss						
(For a foreigner)		Da	ate of Is	sue:					Date	of Exp	oiry:					
<ul> <li>(g) Contact No:</li> <li>Land Line No.</li> <li>Local Mobile No.*</li> </ul>		(h) Fax: (optional) (i) Email:(*)														
/here the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. here the Contact Person is a non-resident, email address shall be provided for eAlert/ eStatement from CDC as a mandatory requirement. In case a Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is subscribed der the CDC access.																
ne address should be of the Main Applicant]						CDS										

### TREC HOLDER: Pakistan Stock Exchange Limited

ł

B. REGISTRATION (AND OTHER)	DETAIL	S OF T				NT(S)	(The	e inforr	nation	shou	ld be	same as	provid	ded in	the K	YC
Application Form. Complete detail	is of Join	t Holde							Portal /	KIS)						
JOINT APPLICANT NO. 1 1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS. UKN No.																
2. CNIC SNIC NICOP ARC POC Passport No: [ [Please tick ( ) appropriate box]</td <td></td>																
·······			JOII	NT AP	PLIC	ANT N	0. 2	1								
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Pa	1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS. UKN No.															
											1					
2. CNIC SNIC NICOP ARC POC Passport No: [Please tick ( ) appropriate box]</td <td></td>																
			JOII	NT AP	PLIC	ANT N	0.3						-			
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/F	Passport) MR. / I	MRS./MS.											UK	N No.		
2. CNIC SNIC NICOP ARC POC Passport No: [ [Please tick (<) appropriate box]																
C. OTHER ACCOUNT LEVEL INFO	RMATIO															
1. Bank Details: The bank														used.		
2. Residential Status: The Resid 3. Basis of Remittance [Please tick					as pro			atriable			onn s		n-Repa	otriahla		
Non-resident Pakistani	<i>(') u</i> c	арргор	nate boxe	3			<u>лор</u> Г		/			740				
Foreigner/ Pakistani Origin							Γ									
							-		D		tial (	) the ener	vouviat	. h.a.		
4. Zakat Status:									P	lease	lick (∟	) the app	ropriate	xod e		
[If, according to the Fiqh of the App	olicant(s),	Zakat i	s not ded	uctible	, the	n relev	ant		Muslin	n Zaka	at dedu	uctible				
Declaration on prescribed format sh	all be sub	bmitted	by all the	Applic	cant(s	) with	the					1 1 21 1				
concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall Muslim Zakat non-deductible																
submit an affidavit. Not Applicable																
5 Dentioulans of nomines	(a) Nor	mo of N	minoo							opnoar						
5. Particulars of nominee (a) Name of Nominee: (Optional but if desired,																
nomination should only be made																
in case of sole individual and not								] S	pouse			Father		Мо	ther	
joint account)	(b) Rela	tionship	with Mair	n Appli	cant:			1 в	rother	l -	- 1	Sister		Sc	n	
[Nomination may be made in terms	[Please	tick (	) appropria	ate box	x]							Sister		00	,,,,	
of requirements of Section 79 of the		. ,			-			Da	ughter							
Companies Act, 2017, which inter	(c) CNIC			COPE			-									
alia requires that person nominated	ARC [	7 POC	No: 🗆													
as aforesaid shall not be a person			appropria NIC /SNIC/			POC:										
other than the following relatives of the Investor Accountholder/Sub-	() ()	, 		NICOF /	AILC /	F 00.			NUMBER							
Account Holder, namely: a spouse,	(e) Pass				Dalia	ton:		assport		er:						
father, mother, brother, sister and	(In c origi		a foreigne	JUIAI	anis	arli		lace of ate of l								
son or daughter.]	Sirgi	7						ate of I								
D. CDC access: CDC provides FRE	E OF CO	STSAN	rices unde	r CDC	acce	ss whe				holde	rs/Inve	estor Acco	ounthol	ders ca	n hav	e
real time access to their account rela	ted inform	nation.					5100	, oub a					1		in nav	0
1. Do you wish to subscribe to fu [Please tick ([]) the appropriate		SLIVR/N	veb Serv	ice r								Yes			No	D
2. If you are subscribing to IVR and	d Web Se	ervice,	please pr	ovide	follo	wing d	letai	ls of yo	our Cor	ntact F	Perso	n:				
(a) Date of Birth			/					/								
(b) Mother's Maiden Name: <b>E. AUTHORIZATION UNDER SEC</b>	TIONS 12		24 OF TH		C 4C				FOR	SETTI	FMFN			VING 1	<b>RAD</b>	FS
PLEDGE AND RECOVERY OF PA																_0,
I/we the undersigned, hereby give m	y/our exp	ress au	thority to	the Pa	articip	ant un	der S	Section	12 and	d Secti						
1997 to handle Book-entry Securities					enter	ed in m	ιγ/οι	ır Sub-A	Accoun	t maint	tained	with the F	Particip	ant for s	securi	ties
transactions that are exclusively meant for the following purposes:																
<ul> <li>a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;</li> <li>b. For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled</li> </ul>																
	b. For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;															
c. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;																
	d. Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control															
of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under																
any Main Account which is under the control of another Participant or to my/our Investor Account; e. Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance																
with the CDC Regulations from t			,			.,		, <b>,</b> ,		,			,	2.0		-
. For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or																

## RAFI SECURITIES (PVT) LT TREC HOLDER: Pakistan Stock Exchange Limited

Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time. g. Specific authority on each occasion shall be given by me/us to the Participant for handling of Book-entry Securities beneficially owned by me/us for all other purposes as permitted under the applicable laws and regulations.

Note: Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500.000/- and above, the above mentioned specific authority shall be obtained on non-judicial

F. OPERATING INSTRUCTIONS												_
1. Signatory(ies) to give instruction to the		Nam	es of Sign	atory	ios)			Sr	ocime	en Sigr	aturos	
Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-	(a)	Main	es of Sign	atory	103)			X		in olgi	aturea	<b>)</b>
Account / Trading Account. (Please specify Investor account, sub- account and	(b)							×				
trading account operating instructions in the	(C)							X				
relevant column along with names and specimen signatures of authorised signatories)	(d)							×				
2. Investor Account/Sub-Account Operating		Singly (Eith	er or Surviv	/or)				Attorney				
Instructions in writing: [Please (✓) appropriate box]		Jointly [any (Please me of the signal	ntion the re	elevan	t numb	ers						
2 Tradium Account On profilm Instructions		Singly						Attorney				
<ol> <li>Trading Account Operating Instructions: [Please (✓) appropriate box]</li> </ol>		Jointly [any (Please me of the signal	ntion the re	elevan	t numb	ers						
G. SIGNATURES												
Name of Applicant:	Date: Place: Signature:											
Name of Joint Applicant No 1:		Date: Place: Signature:										
Name of Joint Applicant No 2:		Date: Place: Signature:										
Name of Joint Applicant No 3:		Date: Place: Signature:										
I/we hereby agree to admit the Applicant(s) as the Invest as amended from time to time and shall abide by the sam Name of Participant/TREC Holder: Rafi Sec	e in res	pect of openin	g, maintena	ance a		eration						
Participant's/TREC Holder's Seal & Signature:												
Witnesses:												
1. Name:												
Signature: CNIC No:			-								-	
2. Name:												
Signature: CNIC No:			-								-	
Enclosures*: 1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the A 2. Copy of Power of Attorney (if applicable) duly attested by not	pplicant	s / Joint Applica	nts / nominee	e(s) an	d Attorn	iey (as	the cas	e may be	e).			

3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.

Terms & Conditions of relevant service provider, as applicable.
 Specimen Signature Card (for Investor Accountholder(s) only)

<ul> <li>Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s).</li> </ul>								
H. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY								
Particulars of Customer Relationship Form verified by :								
Application:	Approved         Rejected         Signature: (Authorized signatory)/Stamp         Date:							
Investor Account/Sub-Ac	count no. issued:							
Investor Account/Sub-Ac	ccount /Trading Accou	Int opened by:						
Saved by:			Posted by:					
Signature:	Date:		Signature:	Date:				
Remarks: (if any)								

ACKNOWLEDGEMENT RECEIPT						
Application No:	Date of receipt:					
I/We hereby confirm and acknowledge the receipt of duly filled and signed Customer Relationship Form from the following Applicant:						
[Insert Name of Applicant(s)]	Participant's / TREC Holder Seal & Signature:					
1.						
2.						
3.						
4.						

### TREC HOLDER: Pakistan Stock Exchange Limited

#### TERMS AND CONDITIONS

Please read and understand the Terms and Conditions before signing and executing this form

These Terms and Conditions shall constitute a Contract between the Parties hereto. This Contract shall govern opening, maintenance and operations of Trading Account, CDC Sub-Account(s) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith.

#### GENERAL TERMS AND CONDITIONS

- All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between 1. the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-2. Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several. 3.
- 5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the 6. Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose 7. the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, 8. rules and regulations for the purpose of KYC
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the 9. manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
- Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities 10. Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective 11. Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
- 12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
- The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares 13. etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
- 14. The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

#### TERMS AND CONDITIONS FOR OPENING AND OPERATIONS OF CDC SUB-ACCOUNT

The Terms and Conditions set herein below shall govern the Sub-Account forming part of the Account Family of the CDS Participant Account of the Participant, which shall be binding on the Sub-Account Holder as well as the Participant:

- The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-1 Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
- The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitutes the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
- Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization 4 with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
- Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing 5. the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
- 6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses

### TREC HOLDER: Pakistan Stock Exchange Limited

- Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full 7 cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
- The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation 8
- in respect of the Book-entry Securities except as agreed by the Participant separately in writing. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s). 9

#### TERMS AND CONDITIONS FOR TRADING ACCOUNT

In case any dispute in connection with the Transaction between the Securities Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on PSX's website accessible to Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.

- The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations
- 2. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account and shall distribute profit to the Customers out of total profit offered by bank(s) on such funds, unless specified otherwise in writing by the Customer.
- The Securities Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless 3. specifically designated by the Customer in the Form:
  - Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers (b)
  - Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders (c) by Securities Brokers.
- The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - Recognized courier service;
  - Registered Post at given correspondence address; Facsimile number provided on the Form; (b)
  - (c)
  - By hand subject to receipt/acknowledgement; or (d)
  - Email provided on the Form in case of Electronic Contract Note. (e)

Àl such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.

- In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute 5 discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
- The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques 6. or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
- The Customer is aware that in the event of his/her non- payment on settlement day against securities bought on his/her account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations. 7.
- The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cherue, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker 8 through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities Broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
- The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels 9. showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
- The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and 10. CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
- 11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
- 12. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

#### **DECLARATION & UNDERTAKING**

I/We, the undersigned Applicant(s), hereby declare/undertake that:

- I/We am/are not minor(s): a)
- b) I/We am/are of sound mind;
- I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not c) compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to e) be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
- The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Securities f) Broker/Participant immediately in writing of any change therein;
- In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading g) Account, as the case may be, liable for termination and I/We shall be subject to further action under the law;

## RAFI SECURITIES (PVT) LTD TREC HOLDER: Pakistan Stock Exchange Limited

- All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and
- I/We hereby now apply for opening, maintaining, operation of /Sub-Account/Trading Account, as the case may be, with the Participant/TREC Holder.

#### DISCLAIMER FOR CDC ACCESS SERVICES

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet (Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the /Sub-Account Holders ("Users") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet (Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exist with the use of the internet. CDC shall not be liable to any Users for providing and making available such services, and for failure or delay in the provision of SMS to Users and all Users, who use the IVR, internet access, SMS or any other value added services, shall be deemed to have indemnified CDC, its directors, officers and employees for the time being in office and held them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of the IVR system, internet/web access, SMS or any other value added services.

All Users hereby warrant and agree that their access of the internet /web by the use of a User-ID and login is an advanced electronic signature and upon issuance of such User-ID to the user, they hereby waive any right to raise any objection to the compliance of the User-ID and login with the criteria of an advance electronic signature.

All Users shall by signing this Form and by their conduct of accessing the IVR, internet/Web access, SMS or any other value added services agree to all the terms and conditions and terms of use as shall appear on the CDC website at <u>www.cdcaccess.com.pk</u> which shall be deemed to have been read and agreed to by the Users before signing this form.

Signatures:				
Main Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3	Participant/ TREC Holder
<u>×</u>	<u>×</u>	<u>×</u>	<u>×</u>	

#### Special Terms and Conditions for Online Trading:

- 1 i. Online trading will be permitted through RAFI SECURITIES (PVT) LTD only. (which would act as the Broker for the purpose of buying and selling) Wherever the term RSL is used in these Special Terms and Condition, it would be referred as RAFI SECURITIES (PVT) LTD.
  - ii. A Password or (Personal Identification Number) PIN will be issued to the Account Holder(s) by the Broker as the Account Holder(s) Personal Identification Number or Code to enable the Account Holder(s) to have access to and use the Account for Online Trading. The Password /PIN may be communicated through E-mail or through courier to the Account Holder(s) at his//their own risk. The Account Holder(s) shall not disclose the Password/Pin to any person and shall take every reasonable precaution to prevent discovery of the Password /Pin by any other person(s)
  - iii. RSL may assign a Account number to the Account Holder to use the Electronic Trading Facility, of RSL, RSL shall not be deemed to receive any order through Electronic Trading until a Account number is assigned by RSL, RSL shall not be liable if the Account Holder fails to receive a Account number, or to receive an official confirmation of trade or any discrepancies in account balance or position unless the same is immediately notified in writing to the RSL.
  - iv. The Account Holder shall ensure that all information needed by the Broker in verifying the Account Holder(s) identity is accurately disclosed to the Broker over the telephone. It is further clarified that any/all instructions by the Account Holder(s) to the Broker via telephone shall be imparted only through the broker's designated telephone number(s) which shall be intimated to the Account Holder(s). Any Change in such telephone numbers shall be promtly notified to the Account Holder(s). Any instruction / communication exchange through telephone numbers other than those which have been notified by the Broker shall not be entertained.
  - v. The Account Holder(s) agrees(s) and understands that any/all instructions/communications carried out in repect of an Account whereby the verification procedures adopted as part of the Online Trading facilities are satisfied, shall be deemed to the carried out directly by the Account Holder(s).
  - vi. The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electroic/Online Trading. It shall be the responsibility of the Account Holder(s) to review all communications sent by the Broker including emails, confirmation statements, notices, margin and maintenance calls whether delivered by mail, e-mail or electronic terminals. If the Password/PIN is disclosed to any third party the Account Holder(s) should immediately notify the same to the Broker. The Account Holder(s) will immediately notify the Broker of any loss, theft or unauthorized use of his/her/their Account number and/or Password/PIN. The Account Holder(s) shall immediately notify the Broker in writing of any change in his/her/their email or other address as mentioned in the Account Opening Form.
- vii. All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). The Acount holder(s) acknowledges that Electronic/Online Trading may from time to time be adversely affected (Inter alia) by network congestion, equipment failure, software failure, system breakdown, loss of connectivity, power failure, adverse market conditions, partial execution of order and / or tehncnical glitches/failures (including but not limited to connectivity failures). Neither the Broker nor any of its Directors or officers, its management, its branch offices, offices of supervisory jurisdiction and their respective registered representatives and employees, would be responsible or liable in any manner for any

losses or damages that may be suffered by the Account Holder(s) including those due to the misuse of the Account Holder(s) information and affairs by unscrupulous person(s)

- viii. The Broker may at any time and from time to time require additional margin in the Account (in cash or Securities) before executing any orders or undertaking any transactions through Online Trading facility on account of the Account Holder(s). The amount and timing may vary depending on factors solely at the Broker's discretion. The Broker shall have the right to liquidate the Account Holder(s) trading positions(s) if the Account margin is insufficient at any time.
- ix. The Broker may at its discretion elect with or without notice to square off the Account Holder(s) Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason (See Margin Disclosure Statement annexed hereto).
- 2. I/We, the Account Holder(s) understand(s) that the shares trading business carries risk and subject to the due diligence on part of the Broker. I/We may incur losses for which I/We, the Account Holder(s) shall not hold the Broker responsible. The Account Holder(s) further acknowledge(s) that the prices of the Securities do fluctuate abruptly and instantly and investments in Securities may experience abrupt upward and downward movements and may even become valueless. The Broker shall not be liable for any fluctuations in the prices of Securities due to purchase and sale on the day of the transaction and the net price mentioned in the confirmation shall be accepted as concluded final prices and shall be binding upon the Account Holder(s) and the Broker.
- 3. In the event of any disputes, differences or controversies arising between the Broker and the Account \*Holder) out of any transaction(s) and other matters related thereto, including as to the rights and obligations of the Account Holder(s) and the Broker and the interpretation of the provisions of this Contract and the Terms and Conditions or any other matter related thereto, the same shall be reffered to the pertinent Stock Exchange where the transaction has taken place. In case for any reason(s) the Stock Exchange and/or the Arbitration Committe there of is/are unable to arbitrate upon the matter due to any legal infirmity or otherwise, the matter shall then be reffered to arbitration by two Arbitrators, one to be appointed by each party, and on the lack of consensus between the two Arbitrators, the matter shall be reffered to an Umpire, to be selected by the two Arbitrators before the commencement of the reference in accordance with the Arbitration Act, 1940 or any amendments thereof. The decision of the Arbitration Committee of such Exchange or the Arbitrators or the Umpire, as the case may be, shall be final and binding upon both the parties.
- 4. I/We, the Account Holder(s) acknowledge receipt of this Account Opening Form (signed here by me/us) along with the copies of all the annexures and I/We, the Account Holder(s) also undertake that I/We have understood all the above Terms and Conditions of this Agreement which are acceptable to me/us.
- 5. I/We, the Account Holder(s) represent that I/We are knowledgeable investor(s) and that I/We have conducted such analysis and consulted with such professionals as I/We deemed necessary in order to fully understand the risk(s) involved in trading and that I/We are financially suitable for engaging in such trading activity(ies).
- 6. I/We, the Account Holder(s) further confirm that all information given in this Account Opening Form is true and complete and hereby authorize the Broker to verify any information mentioned above from any sources deemed appropriate by the Broker.
- 7. I/We confirm that I/We understood and agree all the risk involved in Leverage transaction, and also understood all the Regulations, policies of all the statuatory bodies.
- 8. For online trading acceptable mode of communication between the Account Holder(s) and the Broker shall be through E-mail only, which is the medium agreed between the Broker and the Account Holder(s) in the title page of this Account Opening Form. The onus of proving that the E-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, shall be further at a liberty to record, tape or in any other manner store telephonic conversation with the Account Holder(s). Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.
- 9. The Account can be closed by either party upon giving the other party 15 (fifteen) days prior written notice to the other. Upon service of such notice, no further transactions of Securities will be executed by the Broker on Account of the Account Holder(s) except that all pending orders shall be executed all settlement shall be made on the effective date of such termination. This is without prejudice to the right of the Broker to close the Account and to square of the Account Holder(s) position and recover all outstandings, dues losses, etc. without any prior notice in event of non-payment or breach of any of the terms and conditions of this Agreement by the Account Holder(s) shall continue to be liable for any shortfall.

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant







TREC HOLDER: Pakistan Stock Exchange Limited

#### SCHEDULE OF COMMISSION CHARGES, OTHER CHARGES AND **REQUIRED MARGIN FOR THE PURPOSE OF TRADING**

The Account Holder is maintaining Account No.\_\_\_\_\_ in the name of

#### COMMISSION:

RAFI

Commission Slab attached here with.

The additional commission will be charged 0.012% on Trading Value.

#### OTHER CHARGES

Will Be Charged on Actual Basis as per Notify by Concerned Authority 1. Central Depository Charges Will Be Charged on Actual Basis as per Notify by Concerned Authority 2. National Clearing Charges Will Be Charged on Actual Basis as per Notify by Concerned Authority 3. Laga Charges, SECP Charges and other services Will Be Charged on Actual Basis as per Notify by Concerned Authority 4. Physical Shares Deposit in CDC Will Be Charged on Actual Basis as per Notify by Concerned Authority 5. CVT Will Be Charged on Actual Basis as per Notify by Concerned Authority 6. with Holding Tax on Sale Will Be Charged on Actual Basis as per Notify by Concerned Authority 7. CDC sub account maintaining and UIN registration charges Will Be Charged on Actual Basis as per Notify by Concerned Authority 8. Sindh Sales Tax % on commission value As per Notify by Concerned Authority

Rafi Securities (Pvt) Ltd. is authorized to revise commission charges and other charges and any change in the above will be notified to the Account Holder(s). MARGIN

The agreed margin against the trade/exposure for the purpose of trading will be kept as %.Rafi Securities (Pvt) Ltd. is authorized to revise the required margin for trading in shares at any time without any notice to the Account Holder(s). However any change in the required margin for already executed trades will be notified to the Account Holder(s) at least 3 days to the implementation. Mr Account

	me of authorized Traders and designated employees are given below:
Name of Trader/s         Mr           Name of Employee/s         Mr	
For CDC related affairs.	
For account related enquiries.	$\mathbf{V}$
Thanking you,	$\Lambda$
Thanking you,	Client Signature
For Rafi Securities (Pvt) Ltd.	5
	Data
	Date
RAFI SECURITIES (PVT) LTD.	
<b>Corporate Office :</b> 1004, 10th Floor, Al-Rahim Tower, I.I. Chundrigar Road, Karachi-74000	
Phones : (+92-21) 111-159-111 Fax : (+92-21) 2439631	
Dear Sir,	
	firmation as per Rule 4(4) of Securities and Exchange Rule 1971 to my allotted Email I under point 4 of Special Terms and Conditions of Account Opening Form.
Thanking you,	
X	
CONFIRMATION OF RECEIPT OF DUPLICATE COPY OF ACCOUNT OPE	ENING FORM
I/We Account Holder(s) am/are maintaining Account No	in the name of
Leanfirm that I have reasolved the Duplicate conice of following:	
<ol> <li>I confirm that I have received the Duplicate copies of following:</li> <li>Account Opening Form</li> </ol>	
<ol> <li>List of employees</li> </ol>	
3. Schedule of Commission charges, other charges and margins for the	purpose of trading
	X
Account. No:Name :	Client Signature
RAFI SECURITIES (PVT) LTD.	
Name:	_Designation:
Signature:Date:	

### Letter of Indemnity

The Chief Executive
Rafi Securities (Pvt.) Ltd.
Karachi.

Dear Sir,

Ref: Account Title:

Account # : \_\_\_\_\_

In consideration of Rafi Securities (Pvt) Limited agreeing to accept instructions from me/us from time to time verbally, or through telephone (land line or cellular), fax, sms, e-mail or any other modes of e-communication ("the Instructions") for carrying out or executing for and on my/our behalf, transactions related to shares, stocks, bonds or any other financial transactions related to buying/selling/funding of these products or other forms of securities with / from / through RSL including but not limited to, the instructions, to transfer my / our shares from my Sub Account maintained / operated by me/us with RSL to my/our investor Account with the Central Depository Holder(s) or owner(s) or authorized signatory/(ies) of the company / firm / institution operating under the name and style:\_\_\_\_\_\_\_\_(name of Corporation, Firm or Institution) hereby expressly confirm, acknowledge, undertake and agree that:

- I/We shall unconditionally release and discharge RSL (Including, its shareholders, directors, executives, officers, employees, representatives and agents) from any and all responsibility and/or liabilities whatsoever and howsoever arising related to any of my/our Instructions communicated to you as specified above, whether or not such Instructions are accepted or disputed by me/us.
- 2. I/We shall pay / reimburse to RSL on first demand all monies, fees, charges and expenses required or incidental to the implementation, execution or accomplishing of my/our Transactions pursuant to my/our Instructions including, without limitation, the amount required for the purchase of any shares/securities, brokerage, stamp duty and such other charged that may be incurred therefor by RSL for and on my/our behalf. Further, if monies or securities are not received on demand, RSL must condiser itself duly and irrevocably authorized by me/us to settle such payments by debiting any of my/our account(s) with RSL and if required to cover the debit balance, by selling any of the shares/securities with RSL in my/our CDC sub account with RSL.
- 3. RSL shall not be under any obligation or duty to verify the identity of the person or persons giving Instructions and/or authenticity of any e-communication, and any Transaction made pursuant to my/our telephone or general Instructions (defined above) shall be in all respects binding upon me/us even if made by any such person or persons without my/our authority, knowledge or consent.
- 4. I/We hereby undertake and agree to keep RSL (including, its shareholders, directors, executives, officers, employees, representatives and agents) fully indemnified and hold it completely harmeless at all times against any and all demands, claims, actions, proceedings, losses, damages, costs and any other detriments, which may be initiated or made against RSL or any such costs and expenses suffered or incurred by RSL and which shall have arisen either directly or indirectly out of or in connection with your accepting Instructions, acting thereon and/or completing any Transactions for and on my/our behalf from time to time.

Date: \_\_\_\_\_

Notwithstanding any provision contained herein, RSL may, at any time, in its absolute discretion, cancel any of the foregoing facility or refuse to execute any of my/our Intsruction(s) with notice of immediate effect and without giving any reason or being responsible for any loss or damage suffered or incurred by me/us or any third party as a consequence thereof.

Yours faithfully,

## X Main Applicant X Joint Holder # 1 X Joint Holder # 2

## Witnesses:

1. <u>X</u>\_\_\_\_\_

Name:\_\_\_\_\_

CNIC No: \_\_\_\_\_

2. <u>X</u>

Name:\_\_\_\_\_

CNIC No: \_\_\_\_\_



TREC HOLDER : Pakistan Stock Exchange Limited

### **LETTER OF AUTHORITY**

Dear Sir,	Date:						
I, maintain Trading A/C No.	under your Participant A/C No. 04234						
I am often busy and cannot instruct you directly on the telephon	ne or otherwise.						
I, therefore, hereby authorize Mr.							
S/o	NIC No						
Address							
to convey my instruction to you, among others, on the following	ng matters:						
<ol> <li>To purchase and/or sell; and to deliver and/or receive, shar</li> <li>To make and receive payments on my behalf</li> <li>To instruct Rafi Securities (Pvt.) Ltd. to move my shares for Account with the Central Depository Company of Pakistan</li> </ol>	rom my Sub-Account with them to my Investor						
You will be fully indemnified, for all acts and omissions done, or shall be deemed as my instruction.	n behalf of my authorized person whose instructiosn						
Yours sincerely,							
Name: Sig							

Joint Applicants:

Name:	Signature X
	Signature X
	Signature X

### **TREC HOLDER : Pakistan Stock Exchange Limited**

Broker Registration No. : BRK-101 CDC Participant I.D. No. : 04234

#### RISK DISCLOSURE DOCUMENT

This Risk Disclosure document is prescribed by the Pakistan Stock Exchange Limited (PSX) under Clause 13(1) of the Securities Broker (Licensing and Operations) Regulations, 2016.

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker.

In case a customer suffers negative consequences or losses as a result of trading/investment, he/she shall be solely responsible for the same and PSX or Securities and Exchange Commission of Pakistan (SECP) shall not be held responsible/liable, in any manner whatsoever, for such negative consequences or losses.

The customers must acknowledge and accept that there can be no guaranteed profit or guaranteed return on their invested capital and under no circumstances a broker can provide customers such guarantee or fixed return on their investment in view of the fact that the prices of securities and futures contract can fall as well as rise depending on the market conditions and performance of the companies. Customers must understand that past performance is not a guide to future performance of the securities, contracts or market as a whole. In case the customers have any doubt or ore unclear as to the risks/information disclosed in this document, PSX strongly recommends that such customer should seek an independent legal or financial advice in advance.

PSX neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, accuracy and adequacy of the information contained in this document as this document discloses the risks and other significant aspects of trading /investment at the minimum level. PSX does not provide or purport to provide any advice and shall not be liable to any person who enters into a business relationship with a broker based on any information contained in this document. Any information contained in this document must not be construed as business/investment advice in any manner whatsoever.

#### THE CUSTOMERS MUST BE AWARE OF AND ACQUAINTED WITH THE FOLLOWING:

#### 1. BASIC RISKS INVOLVED IN TRADING IN SECURITIES MARKET:

#### 1.1 VOLATILITY RISK:

RSI

Volatility risk is the risk of changes in the value of financial product in any direction. High volatility generally means that the values of securities/contracts can undergo dramatic upswings and/or downswings during a short period. Such a high volatility can be expected relatively more in illiquid or less frequently traded securities/contracts than in liquid or more frequently traded one. Due to volatility, the order of a customer may not be executed or only partially executed due to rapid change in the market prices. Such volatility can also cause price uncertainty of the market orders as the price at which the order is executed can be substantially different from the last available market price or may change significantly thereafter, resulting in a real or notional loss.

#### 1.2 LIQUIDITY RISK:

Liquidity refers to the ability of market participants to buy and/or sell securities expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for customers to buy and/or sell securities swiftly and with minimal price difference and, as a result, customers are more likely to pay or receive a competitive price for their executed trades. Generally, lower liquidity can be expected in

## **RAFI SECURITIES (PVT) LTD** TREC HOLDER : Pakistan Stock Exchange Limited

thinly traded instruments than in liquid or more frequently traded ones. As a result, order of customer may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all. Under certain market conditions, it may be difficult or impossible for the customers to liquidate a position in the market at a reasonable price, when there are no outstanding orders either on the buy side or on the sell side, or if trading is halted in a security/contract due to any reason.

#### 1.3 SPECULATIVE TRADING RISK:

Speculation involves trading of a security/contract with the expectation that it will become more valuable in a *very* near future. These transactions are attempted to make profit from fluctuations in the market value of securities, rather than fundamental value of a security and/or underlying attributes embodied in the securities such as dividends, bonus or any other factor(s) materially affecting the price.

Speculative trading results in an uncertain degree of gain or loss. Almost all investment activities involve speculative risks to some extent, as a customer has no idea whether an investment will be a blazing success or an utter failure.

Day trading strategy is a common example of speculative trading in which customers buy and sell the some security/derivative within the same day, such that all obligations are netted off and closed and no settlement obligations stand. The customer indulging in a day-trading strategy needs to be more vigilant and informed than the customers investing for a longer period, as market may not move during the day as the day-trader originally anticipated, resulting in a loss to them.

#### 1.4 RISK OF WIDER SPREAD:

The Bid-Ask spread is the difference between the offer price and bid price of a security/contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of a security may result in relatively wider Bid Ask Spread. The higher Bid-Ask spread can result in greater cost to customers.

#### 1.5 RISK PERTAINING TO THE PRICE FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENT:

The corporate announcements by the issuers for the corporate actions or any other material information may affect the price of the securities. These announcements combined with relatively lower liquidity of the security may resu3lt in significant price volatility. The customers, while making any investment decision in such securities/contracts, are advised to take into account such announcements. Moreover, the customers should be cautious and vigilant in case fake rumors are circulating in the market. The Customers are advised to refrain from acting purely based on such rumors rather take well informed investment decision in light of all facts and circumstances associated with such securities and their issuers.

#### 1.6 RISK REDUCING ORDERS:

The customers can place orders for limiting the losses to certain amounts, such as Limit Orders, Stop Loss Orders, and Market Orders etc. Customers must ask their brokers for detailed understanding of these order types. Customers must acknowledge that placement of such orders for limiting losses to certain extent may not always be an effective tool due to rapid movements in the prices of securities and, as a result, such orders may not be executed.

#### 1.7 SYSTEM RISK:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day causing delay in order execution or confirmation. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

## **RAFI SECURITIES (PVT) LTD** TREC HOLDER : Pakistan Stock Exchange Limited

#### 1.8 SYSTEMIC RISK:

Systemic risk arises in exceptional circumstances and is the risk that the inability of one or more market participants to perform as expected will cause other participants to be unable to meet their obligations when due, thereby affecting the entire capital market.

#### 1.9 SYSTEM AND NETWORKING RISK:

Trading on the PSX is done electronically, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. All these facilities and systems are vulnerable to temporary disruption or failure, or any such other problem/glitch, which may lead to failure to establish access to the trading system/network. Such limitation may result in delay in processing or processing of buy or sell orders in part only or non-processing of orders at all. As with any financial transaction, the customer may experience losses if orders cannot be executed normally due to systems failures on the part of exchange or broker. The losses may be greater if the broker having customers' position does not have adequate back-up systems or procedures. Accordingly, the Customers are cautioned to note that although these problems may be temporary in nature, but when the customers have outstanding open positions or unexecuted orders, these limitations represent a risk because of obligations to settle all executed transactions.

#### 1.10 RISK OF ONLINE SERVICES:

The customers who trade or intend to trade online should fully understand the potential risks associated with online trading. Online trading may not be completely secure and reliable and may cause delay in transmitting information, execution of instructions due to technological barriers. Moreover, the customer acknowledges and fully understands that he/she shall be solely responsible for any consequences arising from disclosure of the access codes and/or passwords to any third person or any unauthorized use of the access codes and/or passwords.

#### 1.11 REGULATORY/LEGAL RISK:

Government policies, rules, regulations, and procedures governing trading on the exchange are updated from time to time. Such regulatory actions and changes in the legal/regulatory ecosystem including but not limited to changes in tax/levies may alter the potential profit of an investment. Some policies of the government may be focused more on some sectors than others thereby affecting the risk and return profile of the investment of the customers in those sectors.

#### 2. RISKS IN DERIVATIVE AND LEVERAGE PRODUCTS:

Derivative and leveraged trades enable the customer to take larger exposure with smaller amount of investment as margin. Such trades carry high level of risk and the customers should carefully consider whether the trading in the derivative and leveraged products is suitable for them, as it may not be suitable for all customers. The higher the degree of leverage, the greater the possibility of profit or loss it can generate in comparison with the investment involving full amount. Therefore, the customers should trade in the derivative and leveraged products in light of their experiences, objectives, financial resources and other relevant circumstances.

Derivative product namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contracts and leveraged products namely Margin Trading System, Margin Financing and Securities Lending and Borrowing are available for trading at stock exchange.

The customer transacting in the derivative and leveraged markets needs to carefully review the agreement provided by the brokers and also thoroughly read and understand the specifications, terms and conditions which may include markup rate, risk disclosures etc. There are a number of additional risks that all customers need to consider while entering into derivative and leveraged market transactions. These risks include the following:

## RAFI SECURITIES (PVT) LTD TREC HOLDER : Pakistan Stock Exchange Limited

- (a) Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.
- (b) All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets.
- (c) The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses.
- (d) Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves against his/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her account.
- (e) The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.
- (f) Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.
- (g) The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract.
- (h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

#### 3. GENERAL:

#### 3.1 ASSETS HELD WITH BROKERS:

The customer should familiarize him/herself with the measures available for protecting from the risk of misappropriation or misuse of cash and securities held with the brokers. For such purpose, he/she may opt for UIN Information System (UIS) provided by National Clearing Company of Pakistan Limited (NCCPL). The customer should also provide correct mobile number/email address in order to receive SMS/e-Alerts services

### **TREC HOLDER : Pakistan Stock Exchange Limited**

being provided by the NCCPL and Central Depository Company of Pakistan Limited (CDC) on each trade and movement of their securities.

Moreover, the customers should be aware of the protections given to money and securities deposited with the brokers, particularly in the event of a default by such broker or the broker's insolvency or bankruptcy. The customer recognizes that in such default/insolvency/bankruptcy scenario, the customer may recover his/her money and/or property to such extent as may be governed by relevant PSX Regulations and/or local laws in force from time to time.

#### 3.2 CUSTOMERS RIGHTS AND OBLIGATIONS:

The customer must understand their rights and obligations as well as the rights and obligations of the brokers specified under the PSX Regulations and the Standardized Account Opening Form, Know Your Client Form, Standardized Sub-Account Opening Form of CDC, and Agreement(s) of Leveraged Products (Margin Trading System, Margin Financing and Securities Lending and Borrowing), where applicable, and any other applicable Rules, Regulations, Guidelines, Circulars etc. as may be issued by SECP and PSX from time to time.

- (a) The customers should ensure that they deal through the registered branch and with the registered Agents/Traders/Representatives of the broker. The customer shall also verify such details from the website of PSX and Jamapunji (<u>www.jamapunjipk</u>);
- (b) Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;
- (c) It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the customers. In case contract note is not issued, customer should inquire with broker immediately and in case the matter is not resolved, the same should be reported to the PSX;
- (d) The customers should match the information as per the contract notes with the SMS/e-Alert received from CDC and/or NCCPL and may also verify from the UIS facility from the website of NCCPL.

#### UNDERTAKING

I, the customer, hereby acknowledge that I have received this Risk Disclosure Document and have read and understood the nature of all risks and other contents and information provided in this document.

Date:

Account Holder(s) Signature (1) $\times$	(2) ×	(3) X	(4) X
Signature of Main Applicant	In Case of Joint Account	In Case of Joint Account	In Case of Joint Account

Signature of Broker

بإكستان اسلاك المجسجيني لميطر مدایات برائے سرمایہ کار PAKISTAN STOCK EXCHANGE LIMITED

سیور نیز ایند ایسینی کمیشن آف یا کستان نے اکثر محسوس کیا ہے کہ سرمایہ کاری سے متعتق فيصلون يااساك بروكرز كے ساتھ لين دين كرتے دقت احتياط اور توجہ سے کا منہیں لیتے ۔ اس غیر مختلط طریقہ کار کی وجد ہے عموماً تنازعات پیدا ہوتے ہیں جن ک وجہ سے سرماید کا رغیر محفوظ ہوتے ہیں اور شکایات جنم کیتی ہیں۔سرماید کاروں کے سفارشات کے تحفظ کیلئے مندرجہ ذیل سفارشات شائع کی جارہی ہیں۔ (الف) براد کرمات مات کویقینی بنا کمیں کہ۔

- خريد وفروخت کے تمام آرڈ رتحریر میں ہوں اورا نکار بکارڈ رکھا جائے۔ -1
- اگرآ رڈر بذریعہ ٹیلیفون دیتے جا کیں توان کی تحریری تصدیق جلداز جلد -2 اسٹاک بروکر سے حاصل کرلیں۔
  - خريد وفروخت کی تحریری تصدیق ہمیشہ ترجیحاً ای دن حاصل کریں۔ -3
- تمام ادائیگی بصورت چیک/ یے آرڈ ر/ ڈیمانڈ ڈرافٹ دغیرہ ہونی جابئے -4 جواساک بروکر (ایکیچنج کے ممبر) کے نام ہوں اوران کی رسیدیں حاصل کی جائیں۔کوئی بھی ادائیگی کسی اسٹاک بردکر کے ملازم یا اس کے ایجنٹ کے مام نہیں ہونی چاہیئے ۔نفذادا ئیگی کی صورت میں یقینی بنا کمیں کہ اسٹاک بروکر سے رسید ذاتی مطور پر حاصل کی جائے کوئی دوسری رسید جائز اور قانونی تصورنہیں کی جاتی۔
- تمام دصولیاں بذریعہ چیک/ یے آرڈرڈیمانڈ ڈرافٹ وصول کی جائیں جسے -5 صرف اسٹاک برد کر جاری کرے۔کوئی ایجنٹ یا کوئی ادر شخص ادائیگی کا محازنبيں به
- اگر سرمایه کارکسی اسٹاک بروکر کےایجنٹ کے ساتھ لین دین کرر ہاہوتواس -6 صورت مين وه ايجنت يا ملازم قانوني طور پر مجاز هواور تمام رسيدين/ تصدیق نامے پرڈلیور یزالیمی اسٹیشنر کی پردی جا تیں جس پراسٹاک بردکر كابا قاعده نام چھيا ہوا ہو۔

7- جہاں اسٹاک بردکر کا دفتر اسٹاک ایکیچنج کی عمارت سے باہرائی شہر پاکسی دومر ب شهر میں واقع ہوتو ایس صورت میں ایما دفتر اساک بروکر کا بإضابطها يجنث/ ملازم بي قائم كرسكتا ہےاورایپادفتر کھولنے کا اجازت نامہ اسٹاک المیچنج سے حاصل کیا گیا ہو۔

درج ذیل باتوں سے گریز کریں۔

این کوئی بھی رقم اسٹاک بردکر کے پاس مقررہ مناقع پر'' بدلہ کاروبار'' کے طور پر جمعہ نہ کرائیں۔ایسی سرمایہ کاری کی کوئی قانونی حیثیت نہیں ہوتی اورنیتجتًا سرمایہ کار کی رقم ضائع ہونے کا بڑی حد تک اندیشہ رہتا ہے۔ البتر (Carry Over Transaction) COT کے تحت بیک وقت خرید و فروذت کے سودے کئے جا سکتے ہیں جس کی کنفرمیشن تح بری طور پر حاصل کی جائے ادرادا ئیگی کے ساتھ شیئرز کی ڈلیوری حاصل کی جائے۔

مارکیٹ میں پھیلی ہوئی انواہوں پر اعتبار نہ کریں اور ہمیشہ تبھے بوجھ کے ساتھ سرمایہ کاری کے فیصلے کریں۔سرمایہ کاری کی نوعیت ادران سے وابسة خطرات كواحيهي طرح سمجه ليس به جهال تك ممكن ہوسر مايد كارتمام مالیاتی گوشواروں کا اچھی طرح مطالعہ کریں۔ سرمایہ کاری کرنے سے یہلے ماہرانہ مشورہ بھی حاصل کریں۔

ان باتوں سے خبر دارر ہیں۔

اسٹاک الیسچنج کی عمارت کے باہر وقع وہ تمام دفا تر جومتعلقہ اسٹاک بردکر ادراسٹاک ایکیچینج کی باضابطہ اجازت کے بغیر کھولے گئے ہوں قانونا تصص کا کاروبار کرنے کے مجازنہیں۔ان دفائز میں کی گنی سرمایہ کاری کو

قانونى تحفظ نبيس ادراس ميں نقصان كاانديشہ ہے۔

-2

-1

- کسی اَسٹاک بروکر کو بداختیار نہیں کہ وہ اپنے گا ک کے صف کو گروی رکھ کربینک سے قرضہ حاصل کرے۔اگر سرمایہ کا راپی جھم اسٹاک بر دکر ے وصول نہیں کرتا تو وہ اپنے نقصان کا خطرہ مول لیتا ہے۔ (ت) سرمایهکاردن کومشوره دیاجاتا ہے کہ:
- یوری رقم ادا کرکے حصص خریدیں اور ان کا قبضہ فوری طور پر ضابطہ ک کاروائی کے مطابق حاصل کریں۔ مارکیٹ میں باضابطہ کاروبار سے ہٹ
- کر دیگر مروجہ طریقہ کار کے تحت کی گئی سرمایہ کاری میں نقصان کا قطعی احمال ہے۔ اگرس ما بیکارمقررہ دفت کے اندراینی ذمہ داری یوری نہیں کرتا تو اسٹاک -2
- بروکر کو اختیار حاصل ہے کہ وہ اپنی حفاظت کے لئے اس کے حصص مارکیٹ پرفروخت یاخرید کرلے۔
- اگر سرمایہ کارنے اسٹاک بردکر کی وساطت سے تی ڈی تی کے ساتھ کوئی ذيلى اكاؤنث ركها بهوا بوتواس كوجا بے كە:
- کہ وہ سیطمنٹ کی تاریخ کے فور اُبعدا سٹاک بردکر ہے سب اکاؤنٹ میں  $(\mathbf{i})$ حصص کی منتقلی کے متعلق تحریری تصدیق حاصل کرے۔
- (ب) دقانو قذاب شعص کی صورتحال معلوم کرتار بادری ڈی تی سے تصدیق بھی کرا تارے۔
- (ج) اس بات کی اجازت نہ دی جائے کہ اسٹاک بروکر آپ کے صف گردی رکھ کر بینک سے قرضہ حاصل کرے۔
- سرمایہ کار کے لئے ضروری ہے کہ وہ جلداز جلدا پناا کا وُنٹ CD D میں -3 کھولے۔جس سے اسکوسر مایدکاری میں تحفظ ملےگا۔
- مطوبہ ہوم ورک کریں اور سرمایہ کاری کے لئے ایسے مواقع شناخت کریں -4 جوآ کی سر مابیکاری کے تمام تر مقاصد کی روشن میں موز دں ہوں۔





# RAFI SECURITIES (PVT) LTD. Corporate Office : Suit No. 1004, 10th Floor, Al-Rahim Tower, I. I. Chundrigar Road Karachi - Pakistan Phones : (92 21) 111 159 111 Fax : (92 21) 3243 9631

PSX Office : 518, 5th Floor, Stock Exchange Building, Stock Exchange Road, Karachi-74000, Pakistan Phones : (92 21) 32423741- 4 Fax : (92 21) 3242 4559

KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

**INDIVIDUAL** 

(Please use BLOCK LETTERS to fill the form)

A. IDENTITY DETAILS OF APPLICANT 1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) Mr. / Mrs. /Ms.										
2. Father's / Husband's	s Name:									
3. a. Nationality:				:S	Single	Ma	rried	c. Status:	Resi	dent Non-Resident
4. a. CNIC/ SNIC/NICOP/ARC/POC No:										
b. Expiry date:										
<b>5. Passport details:</b> (For a foreigner or a non-resident Pakistani)		Passport Number:			Place of Issue:					
		Date of Issue:			Date of E	Expiry:				
6. Date of Birth										
B. ADDRESS DETAIL	S OF APPLIC	ANT								
<b>1.(a)Mailing Address:</b> (Address should be different from auth	horized intermediary bus	siness address ex	10 10 0	ed intermediar	ny)					
			City/Town/Village:				Province/State:			Country:
(b) Tel. (Off.)*	(c) Tel. (Res.)	)*	(d) Mobile *			(e) Email*				(f) Fax *
Specify the proof of add	dress submitte	d for mail	ing address:							
2. (a)Permanent Address	8:									
(mandatory for all applicants	fil out if different from	mailing addres	(s) City/Town/Village:			164.4				Country
(b) Tel. (Off.) *	(c) Tel. (Res.)	*	City/Town/Village:     Province/Sta       (d) Mobile *     (e) Email (If						Country: (f) Fax *	
(6) 101 (011.)*	(c) 1cl. (Res.)		(d) Mobile *		(c) Linui (ii uiy) *			(1) 1 ux *		
Specify the proof of add	ress submitted f	or perman	ent address:		I					
C. OTHER DETAILS										
1. Gross Annual Income Details (please specify):       up to Rs. 100,000         Rs. 100,001 - Rs. 250,0		Rs. 250,001 - Rs. 500,000         Rs. 1,000,001 - Rs. 2,500,000           Rs. 500,001 - Rs. 1,000,000         Above Rs 2,500,000								
2. Source of Income:										
3. Shareholder's/ Unit Holder's Category: INDIVIDUAL										
4. (a) Occupation:		Agriculturist		Business		Housewife		Household		
[Please tick ( $\checkmark$ ) the ap box]	propriate		Retired Person Professional		Student Service			s Executive Public Sector		Industrialist Others (Specify)
(b) Name of Employer / Business:		FIOIESSIOIIAI		(c) Job Title/	Designation			Department:		
(Include symbol if employer listed company)										
(e) Address of Employer / Business:										
D. BANK DETAILS***										
Bank Name:					IBAN No.	:				

E. DECLARATION			
			nd belief and I undertake to inform you of any changes isrepresenting, I am aware that I may be held liable for
X Signature of the Applicant	Date:	(dd/mm/yyyy)	Signature of the Applicant as per CNIC/SNIC/NICOP/ARC/POC/Passport No (Only applicable if Applicant signature is different)
FOR OFFICE USE ONLY			
Authorized Signatory		Date	Scal/Stamp of the Authorized Informediary

#### \* Optional

\*\* For NICOP/ARC/POC/Passport, Email is mandatory and Mobile Number is Optional. Whereas for CNIC/SNIC, Mobile Number is Mandatory and Email is Optional. Incase of SNIC where country of stay is not Pakistan, email will be mandatory.
\*\*\* IBAN shall be mandatory for all Customers subject to any exception available under applicable laws, rules, regulations etc.

#### Terms & Conditions of the KYC Application Form:

- 1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- 3. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form.
- 4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
- 5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations
- 6. The Customer agrees that in the event that he does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the NCCPL, the NCCPL shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
- 7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
- 8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
- 9. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of its KYC functions.
- 10. CKO has absolute discretion to amend or supplement any of the terms and conditions at anytime and will endeavor to give prior notice of fifteen days wherever feasible for such changes.
- 11. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.
- 12. These terms and conditions shall be governed by the laws of Pakistan.