

ADDITIONAL TERMS AND CONDITIONS

- 1.** The Customer(s) may appoint a legally constituted Attorney who shall be the Contact Person mentioned in Section A.3 of this Form and shall be authorized to give instruction to the Securities Broker. The legally constituted Attorney shall be appointed by a formal Power of Attorney on an appropriate stamp paper which shall be notarized by a Notary Public. The Customer(s) shall be bound by all instructions and other acts of the Attorney, as if such instructions and acts have been given or done by the Customer(s) himself/herself/themselves, as the case may be, and the Attorney's authority shall not be questioned by the Customer(s) under any circumstances. Revocation of the Power of Attorney by the Customer(s) shall be communicated to the Securities Broker in writing signed by the Customer(s), which shall become effective only in respect of future instructions or orders placed by the customer(s). All instructions and orders given or placed by the Customer(s) prior to the service of revocation of the Power of Attorney shall be honored by the Customer(s).
- 2.** The Securities Broker shall have the right to record telephonic conversations pertaining to any Orders and/or Transactions of sale and purchase of Securities in case of telephonic instructions. The Securities Broker may produce the recorded tapes in any arbitration or legal proceedings as material evidence, which shall be binding upon the Parties.
- 3.** With regard to the Contract Note (physical or electronic form), mentioned in Clause 4 of the TERMS AND CONDITIONS FOR TRADING ACCOUNT, the Customer(s) shall be bound by the Transaction even if for some reason the Securities Broker has been unable to provide the Contract Note within time.
- 4.** For sell contracts involving physical scrips, the Customer(s) shall deliver the original physical securities to the Securities Broker at least two (2) days before the scheduled date of delivery. The scheduled date of delivery will be intimated to the Customer(s) by the Securities Broker at the time of confirmation of the sell order. If the deliveries are not received by the scheduled date, the sell position held by the Customer(s) will be squared-up under intimation to the Customer(s) and the resulting loss incurred, if any, due to squaring the position will be charged to the Customer(s). Securities certificate(s) will not be accepted for effecting deliveries unless blank transfer deeds with signatures duly verified by the concerned companies, along with the original security certificate(s) are delivered to the Securities Broker. In case any security certificate(s) and/or the corresponding transfer deed(s) and/or the securities are not found to be in order, the Securities Broker will have the right to refuse or reject the same in which event the Customer(s) shall timely replace/deliver substitute of the said securities certificate(s) or get the original deeds and/or the securities certificates) regularized/replaced immediately subject to any other liability of the Customer(s).
- 5.** The proceeds of the securities sold on account of the Customer(s) shall become due on the business day following settlement date, subject to NCCPL Regulations. The Securities Broker shall not be liable for delays in the payments to be made by NCCPL or the Exchange or by other securities broker of the Exchange through whom the subject securities have been sold by the Securities Broker on account of the Customer(s), as the case maybe.
- 6.** It is mutually agreed between the Securities Broker and the Customer(s) that any free credit balances in Customer(s) account are being maintained to facilitate Customer(s) intention to invest such amount through the Securities Broker, unless the Customer(s) instruct(s) otherwise. It is specially agreed and

understood that under no circumstances whatsoever will the Securities Broker allow any credit facilities or financing.

7. Subject to the rules and regulations of PSX and NCCPL, the Customer (s) shall pay to the Securities Broker for all purchases before the start of the last working session of the clearing, all amounts due in respect of Securities that have been purchased or transactions carried out by the Securities Broker on the instructions of the Customer(s). For the purpose of this Clause, a Certificate by the Securities Broker that a particular amount is due in this regard, shall be the conclusive proof thereof and shall be binding upon the Customer(s).

8. The Securities Broker shall put forth its best endeavors to service and execute the orders of the Customer(s) through KATS. However, the Securities Broker does not guarantee or ensure that such securities would be bought or sold, as the case may be, and therefore the Customer(s) undertake to honor partial execution of such orders. All orders shall be deemed to have been executed at the entire risk and cost of the Customer(s).

9. The Securities Broker that the Customer(s) shall be the beneficial owner(s) of the funds/deposits/securities held in the Customer(s) Trading Account and CDC Sub-Account and no funds or securities belonging to any other person or party shall be provided to or deposited with the Securities Broker for any purpose whatsoever. The Customer(s) further undertake(s) that he/she/they shall trade through the Securities Brokers only on his/her/their own account and not on account of any third person or party under any circumstances whatsoever.

I/we hereby give my consent to profit sharing. Your account will be credited after we receive the profit from the bank. As part of maintaining and running this arrangement, Broker will share 1% or half of the actual profit received, whichever is lower (i.e if we receive profit at the rate of 5%, we will retain 1% and remaining 4% will be credited to your account. Please note that this will be subject to any applicable taxes

10. For Joint Account Holder(s) only:

We, the Account Holders shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the Broker in respect of the joint titled account.

OR

Titled account shall be operated only by _____ who shall be deemed as the Authorized Person for operating the joint account or issuing any instructions relating thereto.

11. For Internet based (Online) Trading:

For Online Trading the following Additional Terms and Conditions shall apply:

a) A password or PIN will be issued to the Customers by the Securities Broker as the Customer's Personal Identification Number or Code to enable the Customer(s) to have access to and use his/her account for Online Trading. The password/Pin may be communicated through email or through any courier to the Customer(s) at his/her own risk The Customer(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 reason.

b) The Securities Broker may electronically transfer delivery of confirmation, statements and other notices in connection with the Online Trading it shall be the responsibility of the Customer(s) to review upon receipt of mails, confirmations statements, margin notices and maintenance calls whether delivered by surface mail, email or electronic terminals. If the Password/PIN is disclosed to any third party the Customer(s) shall immediately notify the same to the Securities Broker. The Customer(s) will immediately notify the Securities Broker of any loss, theft, or unauthorized use of his/her password, account number and Password/PIN. The Customer shall immediately notify any change in his/her email or other address as mentioned in this Account Opening Form.

c) All risks connected and involved with Electronic/Online Trading will be assumed fully by the Customer(s). Neither the Securities Broker nor any of its directors/officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Customer(s), including but not limited, to those due to the misuse of the Customer's Password or PIN hacking of lines outages and slowdowns in the internet connection and piracy of the Customer(s) information and affairs by unscrupulous persons.

d) The Securities Broker may at any time and from time to time require additional margin in the account (in cash or securities acceptable to the Securities Broker) before executing any orders or undertaking any transaction executed through online trading facility. The amount and timing may vary depending on factors solely at the Securities Broker's discretion. (The additional margin should be deposited through online transfer / transfer cheque before execution of future order). The Securities Broker shall have the right to liquidate the Customer(s) Trading position(s) if the Account Margin is insufficient at any time and the conditions of the right to set off clause below shall apply.

e) The Securities Broker may at any time and from time to time require additional margin in the Customer's Account if and when the value of holding and cash available decline in value given as a result of decline in price of holding/scrip held.

f) The Securities Broker may at its discretion elect upon notice to square off the Customer(s) account and make all obligations in the account immediately due and payable by the Customer(s) in case of default on part of the Customer(s) without assigning any reason.

12. For Margin Financing (MF) /Margin Trading (MT) /Securities Lending and Borrowing (SLB)

For Margin financing/ Margin trading/ Security Lending and Borrowing the following additional Terms and Conditions shall apply:

a) Margin financing or Margin Trading Securities Lending and Borrowing and Pledging of Securities on account of the Customer(s) shall be governed by the Securities (Leveraged Markets and Pledging) Rules, 2011 and any amendments thereto or substitution thereof any other legal or regulatory requirement as implemented from time to time. The Customer(s) undertake(s) to execute the Securities Broker's standardized document for such transaction including those prescribed by SECP, PSX, NCCPL, etc.

b) The Customer(s) shall be eligible to enter into multiple Margin financing/ Margin trading/ SLB contracts at the same time and shall be for a tenor or greater than the respective tenor prescribed by the PSX from time to time or other such period as the Securities Broker may at its sole discretion or determine.

c) The minimum equity participation amount that the Securities Broker shall accept for each MF/ MT/ SLB contracts shall not be lower than the limit prescribed by the National Clearing Company of Pakistan Limited Regulations 2W3 (Regulations) as amended and/or modified from time to time. However, the Securities Broker at its discretion can request for higher equity participation than the minimum prescribed in the Regulations.

d) In respect of MT/MF/SLB transactions, the Customer(s) shall pay to the Broker mark-up on financing computed at the rate as decided from time to time pro-rated to the actual number of days for which any amount is financed to or on account of the notices, instructions, Circulars and decisions of the Governing Board of the Exchange.

13. Trading in Future Contracts:

a) Trading in Future Contracts will be subject to the Rules and Regulations governing Future Contracts of the Exchange including any:

(i) move the Customer's Securities to the Securities Broker's Main Account and/or pledge the Customer(s)'s Securities in favour of any Eligible Pledgee(s) and in particular, the Exchange(s) for the purposes of meeting the Customer(s)'s margin and/or exposure commitments on trading in accordance with Section 12 of the CDC Act and the CDC regulations as may be amended and/or substituted from time to time;

(ii) move/handle the Customer's Securities from his Sub-Account from time to time, including for settlement purposes, dispose them off at any time upon one business day's notice to the Customer(s) and apply the net proceeds thereof towards the adjustment of the Customer's outstanding(s) that may be due directly or indirectly to the Securities Broker including under normal settlements as well as against the Customer's losses and exposures

(iii) Sign in the Customer's name and on behalf of the Customer(s) withdrawal request form and other instruments and forms necessary for issuance of definitive share certificates in respect of the Book-Entry Securities withdrawn from CDC

(iv) Act through any of its officers or other employees and delegate to any other person or entity, as it may select and confer, any of the powers contained herein in connection with the Custodial Account.

(v) Fill in and sign on behalf of the Customer(s) any and all forms of agent or broker purchase or sale forms) pursuant to the Customer(s)' instructions for sale or purchase of Securities

(vi) Exercise its discretion without assuming any liability as regards to any action that may in its opinion seem advisable or expedient in the Customer's

b) The Securities Broker is not obligated to attend any meeting of holders of securities in the Custodial Account or vote there at or exercise any rights conferred or perform any obligations imposed by reason of holding securities in the Custodial Account or to forward to the Customer(s) any proxies, annual reports or other financial statements relating to the securities in the Custodial Account received by the Securities Broker or to give notice to the Customer(s) of such receipt.

c) With regard to any purchase of Securities made by the Customer(s), the Securities Broker will not be liable to the Customer(s) in any way whatsoever if the seller (or its agent or broker) of the relevant

securities fails to make good valid or timely delivery to the Securities Broker of the relevant securities and whether or not payment thereof by the Customer(s) or by the Securities Broker on the Customer's behalf has been made.

d) The Customer(s) acknowledges that the Securities Broker's sole responsibility with regard to the proceeds of any sale of securities made by the Customer(s) is to receive payment by way of netting off or by cheque, bank draft or in any other appropriate form in accordance with the clearing and settlement procedures of NCCPL and the Stock Exchanges of such proceeds through settlement from NCCPL PROVIDED THAT the Securities Broker will not be liable to pay to the Customer(s) in any other manner, nor the Securities Broker will be liable, if the payment obligation is not honoured by the banker upon whom any cheque, bank draft or any other instrument is drawn.

e) Written advice of each securities transaction will be posted to the Customer(s) as soon as practicable by the Securities Broker provided however after the expiry of the trading period for any pertinent working day of PSX, the Customer(s) undertakes to issue fresh instructions to the Securities Broker. The Securities Broker shall not be responsible for any failure or delay in sending such advices to the Customer(s).

f) The Securities Broker may receive dividend cheques, bonus issues, right issues, notices, etc. directed to the Customer(s) and the Broker is authorized to accept and open all mail as addressed.

g) The Customer(s) agrees and acknowledges that the Securities Broker will not be responsible for any error, default, failure, neglect, delay or non-performance on the part of any broker or agent utilized by the Customer(s) to effect purchase and/or sale order of the Customer(s), or will the Securities Broker be liable for any ensuing loss incurred by reason of the above or any other causes.

h) All purchases and sales of securities shall be made solely by the Customer(s) & at the Customer's own judgment and decision. The Securities Broker is not under any duty to supervise the investment of or to advise or make any recommendations to the Customer(s) with respect to the sale of securities in the Custodial Account, or to advise or recommend the purchase of securities at any time. Any information or suggestion rendered by the Securities Broker's officers or other employees whether at the Customer's request or;

i) **(a)** The Customer(s) fails to observe or perform any of these Terms and Conditions

(b) The Customer(s) commits breach of any Terms and Conditions contained or attached to the Account Opening Form in respect of sale and purchase transactions in securities through the Securities Broker, as the Securities Broker.

(c) A petition is presented or other steps are taken for the bankruptcy or winding up of the Customer(s).

(d) any judgment debt is obtained against the Customer(s) or any application is made for the appointment of a receiver, trustee or other officer in respect of all or any part of the business or assets of the Customer(s) or any form of execution or attachment is levied or enforced upon or against any such assets, then the Securities Broker may without prior notice to or demand on the Customer(s) close the Custodial Account and the Securities Broker shall not be obliged to return any Securities in the Custodial Account until all liabilities and obligations of the Customer(s) are fully discharged.

j) The Securities Broker shall not be under any liability on account of anything done by the Securities Broker in good faith hereunder or in accordance with or in pursuance of a request or advice of the

Customer(s). Whenever pursuant to any provision of these conditions any notice, instruction or other communication is to be given by or on behalf of the Customer(s) to the Securities Broker, the Securities Broker may accept as sufficient evidence thereof.

(i) a document signed or purporting to be signed on behalf of the Customer(s) by such person or persons whose signature the Securities Broker is for the time being authorized by the Customer(s) to accept or

(ii) a message by means herein authorized transmitted by the Customer(s) by such person or persons whose messages the Securities Broker is for the time being authorized by the Customer(s) to accept and the Securities Broker shall not be obliged to accept any document or message signed or transmitted or purporting to be signed or transmitted by any other person.

k) The Securities Broker shall not be liable to the Customer(s) for any error of judgment or loss suffered by the Customer(s) in connection with the subject matter of the Securities Broker's custodial services hereunder or any matter or thing done or omitted to be done by the Securities Broker in pursuance hereof (including, in particular, but without limiting the foregoing, any loss following upon or arising out of any failure to effect or any delay in effecting any transaction, loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any institution, country, governmental department authority, company or person, including any seller of securities, stock broker or member of a stock exchange with whom or in which the moneys of the Customer(s) are from time to time invested or deposited or who is supposed to affect or obtain delivery of securities and or generally in relation to the purchase, holding or sale of the securities) howsoever any such loss may have occurred unless such loss arises from gross negligence, bad faith, fraud or willful default in the performance or non-performance by the Securities Broker or persons designated by it of its obligations or duties.

l) The services of the Securities Broker hereunder shall not be exclusive and the Securities Broker shall be free to render similar services to its other clients.

m) Where the Customer(s) comprises more than one person, all obligations and liabilities in relation to the Custodial Account or under these Terms and Conditions shall be joint and several.

The additional terms & conditions enunciated above are in addition to and not in derogation of the general terms & conditions or the terms & conditions for opening and operation of CDC sub-account or the terms & conditions for the trading account contained in this form. In case of any conflict between the additional terms & conditions and/or general terms & conditions or the terms & conditions for opening and operation of CDC sub-account or the terms & conditions for the trading account or any applicable laws, rules, and regulations and in particular the regulations of the **SECP, PSX, CDC or NCCPL**, the latter shall prevail over the conflicting provisions contained in the additional terms & conditions above.

MARGIN DEPOSIT

The Applicant(s) hereby undertakes to deposit and maintain ____ margin against his/her/their outstanding trades/exposures for the purpose of trading in his/her/their account. Applicant(s) shall be responsible to ensure that the Margin shall be either in cash or in Securities approved by the Broker for the purpose of margin deposit, which are in a state and from whereby they can be marketed, delivered and transferred. The Applicant(s) undertake(s) to comply with the directions of the broker for regularization of any defect, mistake, discrepancy or any matter in respect of the securities deposited as Margin. The Broker shall notify the Applicant(s) about any change in the above Margin requirements for the already executed trades and/or for future trades at least 3 (three) days prior to the implementation of revised margin requirements. This is without prejudice to the broker's right to call additional cash or Securities as Margin within one business day and to liquidate the Applicant(s) outstanding positions as mentioned in Clauses 8 and 10 of the Special Terms and Conditions appended herein.