

ECLEAR SERVICES LIMITED CDC House, 99-B, Block B, S.M.C.H.S. Main Shahrah-e-Faisal, Karachi



YASIR MAHMOOD SECURITIES (PVT.) LTD Room No. 205, 2<sup>nd</sup> Floor, LSE Building, 19-Khayaban-e-Aiwan-e-Iqbal, Lahore.

0For official use of the Participant (wl for all categories of Securities	
Application Form No.	
TRE Certificate No.	
Securities Broker Registration No.	
CDS Participant ID	963
Sub-Account No.	
Trading Account No. (Back-office ID) (if applicable)	

## CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS (Please Also Fill KYC APPLICATION FORM for Main and Joint Applicants)

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

(Please use BLOCK LETTERS to fill the form)

Nature of Account   Single   Joint		(1 1000)	e use Di	JOUR E	DI I DI	, to jui in	c joint)								
I/We hereby apply for opening of my/our Tr.	ading Accou	ınt with	the Se	curities	Broker	and Sul	n-Accou	ınt with	the Par	rticipant	who is	EClear	r Service	es Limi	ted
(ESL) providing settlement and custody serv	ices to all ca	tegorie	es of Sec	curities	Broker	<u>s</u> :				•					
A. REGISTRATION (AND OTHER) DET								l be same	e as pro	vided in	the KY	C Applic	cation Fe	rm)	
1. Full name of Applicant (As per CNIC/S	NIC/NICO	P/ARC	C/POC/	Passpo	rt) MR	. / MRS	. / MS.				T IIZNI N	Ja			<del>- 1</del>
											UKN N	NO.			
2. CNIC SNIC NICOP ARC															
POC Passport No: [Please tick ( $\checkmark$ ) appropriate box]						-								-	
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney.															
However, Attorney shall not be a Participan	t/TRE Certif	icate H	lolder o	r its Di	rector o	r Repre	sentativ	e. Wher	e Conte	act Pers	on is th	e Main	Applica	int or a	ny of
the Joint Applicants, please tick ( ) the appl Form for CDS. Where Contact Person is an								Contac	ct Perso	on as pro	ovided	in the K	YC App	licatior	n
	int Applican				plicant			int App	licant N	№ 3 г	¬ Atto	rney [	$\overline{}$		
(b) Attorney Name: MR. / MRS. / MS.					F										
(c) Mailing Address:															
(d) CNIC SNIC NICOP ARC															
POC															
(e) Expiry date of CNIC//SNIC/NICOP/ARC	C/POC:	D	D	/	M	M	/	Y	Y	Y	Y				
(f) Passport details:	Passpo	ort Nun	nber:					Place	of Issu	ie:	1				
(For a foreigner)	Date o	f Issue	:					Date	of Exp	iry:					
(g) Contact No:	4) 5		1\					(') F	·1 /*	`					
<ul><li>Land Line No.: (optional)</li><li>Local Mobile No.(*)</li></ul>	(h) Fax	k: (opu	onai)					(1) EI	mail :(*	)					
*Where the Contact Person is resident, local	mobile nun	iber sh	all be p	rovided	for the	purpose	e of sub	scriptio	n to SN	IS as a	mandat	ory req	uiremen	t. Whe	re
the Contact Person is a non-resident, email	address shal	ll be pr	ovided	for eA	lert/eSta	atement	from C	DC as	a mand	atory re	quirem	ent. In	case the	Conta	ct
Person is an Attorney, the Attorney shall red	ceive such s	ervices	. This i	nforma	tion wil	l also b	e used v	where a	ny othe	r servic	e is sub	oscribed	l under 1	the CD	C
access. 4. Permanent Address:															1
The address should be of the															
Main Applicant]															
D. DUGAGOD A MACAY (A N.D. CONVED.) DAG			O VIN VID. A	DDY Y	O 4 3 700 /	α\									
B. REGISTRATION (AND OTHER) DET details of Joint Holders shall be fetched from the Centra		THE JO	OINT A	APPLIC	CANT(	S) (The ir	nformatio	n should b	oe same a	s provideo	l in the K	YC Appl	ication Fo	rm. Com	plete
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2. CNIC SNIC NICOP ARC															
[Please tick ( $\checkmark$ ) appropriate box]															
			JOIN	T API	PLICA	NT NO.	2								
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2. CNIC SNIC NICOP ARC POC Passport No:	$\Box$														
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2. CNIC SNIC NICOP ARC POC Passport No:	니														
[Please tick ( $\checkmark$ ) appropriate box]															
C. OTHER ACCOUNT LEVEL INFORM	IATION							·	ı			L			·
1. Bank Details: The bank account informa	tion of the M	1ain Ap	plicant	as prov	vided in	the KY	C Appl	ication l	Form sh	nall be u	sed.				
2. Residential Status: The Re	sident Status	s of the	Main A	Applica	nt as pr	ovided i	n the K	YC App	olication	n Form s	shall be	used.			
3. Basis of Remittance [Please tick (✔) the app	propriate boxe	s]				Re	patriable	?				Non-I	Repatriab	le	
	Non-residen	nt Pakist	ani			$\overline{}$	<del>-</del>					$\overline{\Box}$			
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	Foreigner/ Pa	akistani	Origin												
4. Zakat Status:									Pleas	e tick (	) the	appropi	riate box		
T. Zanat Status:								Musl	im Zaka	at deduc	tible				
[If, according to the Figh of the Applicant(s)							H	March	im 7al-	nt non d	odustil-	ılo.			
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concerned I arneipanij. Won-winsums shall s	ыоти ап ајј	uuvil.					11 1	Not A	Applical	ole					

	( /	Nominee:																
5. Particulars of nominee (Optional but if desired.					Spo	ouse			Fat	her		Motl	her					
nomination should only be made	(b) Relationship with	Main Applicant	: ˈˈˈi					帚	C:-	4	H	C						
in case of sole individual and not	[Please tick (🗸) appr	opriate box]	<u> </u>	<u> </u>	Bro	other	L	]	Sis	ter		Son						
joint account) [Nomination may be made in terms					Dau	ughter												
of requirements of Section 79 of the	(c) CNIC SNIC	NICOP _																
Companies Act, 2017, which inter	ARC POC N	o:																
alia requires that person nominated	[Please tick (✓) appr	onriate hox l																
as aforesaid shall not be a person other than the following relatives of	(d) Expiry date of CNIC		ARC / POC:															
the Sub-Account Holder, namely: a						Number	:											
spouse, father, mother, brother,	(e) Passport details:	<b>5.1.</b>			ce of I													
sister and son or daughter.]	(In case of a foreigne	r or a Pakistani	origin)		e of Is	ssue: Expiry:												
D. CDC decogn CDC marrides EREE O	E COST comvices under CF	C maaaaa wahamaha	. Cub account b					2000 40	. thai		andotod.	fo	tion.					
<b>D. CDC access:</b> CDC provides <b>FREE 0</b> .	F COST services under CL	oc access whereby	/ Sub-account n	olders	can na	ave real t	ime acc	cess to	tnei	r accoun	related	iniormai	ion.					
1. Do you wish to subscribe to free of	f cost IVR/Woh Sorvic	2 [Please tick (	( ) the annre	nriat	e hor	, [			Yes				No					
· ·				_					103		Ш		110					
2. If you are subscribing to IVR and (a) Date of Birth	Web Service, please p	rovide followin	g details of y	our (	<u> Jonta</u> /	ct Perso	on:											
(b) Mother's Maiden Name:		/																
E. AUTHORIZATION UNDER SEC	CTIONS 12 AND 24 O	F THE CDC A	CT EXCLUS	SIVE	LYF	OR SE	TTLE	MEN	NT (	F UNI	DERLY	ING T	RADES,					
PLEDGE AND RECOVERY OF PA																		
I/we the undersigned, hereby give my/																		
Book-entry Securities beneficially owr exclusively meant for the following pu		a in my/our Suc	-Account ma	ıntaın	iea wi	ith the P	articip	ant 1	or se	curines	transac	nons tn	at are					
a. For the settlement of any un	1	ctions (trades) ir	cluding off m	narket	trans	actions	made	hv m	e/11s	from ti	me to ti	me.						
b. For pledge securities transa													d through the					
Clearing House from time t			, ,															
c. For the recovery of paymen												lametha e	control of the					
d. Movement by me/us from t Participant to my/our Sub-																		
Account which is under the						ic rartic	трапс	or to	iiiy	our bu	o ricco	ant and	ici any iviani					
e. Securities transactions which		ay of a gift of So	ecurities by m	ne/us	to my	/our Fai	mily N	1emb	ers o	or other	persons	s in acc	ordance with					
the CDC Regulations from		11 -£ 41	1 4 4			J4 1	/				1. 1	1/						
f. For the recovery of any cha g. Delivery Transaction made										ces avai	ied; and	l/OI						
g	.,	1 . 1																
Specific authority on each occasion sha			for handling o	of Bo	ok-en	try Secu	rities	benef	icial	ly owne	ed by m	e/us for	all other					
purposes as permitted under the application																		
<b>Note:</b> Please note that above shall serv													ed Sub-					
Account Holder(s) and entered in his/h	er/their Sub-Account m	aintained with t	he Participant	t. Har	dling	of Bool	k-entr	y Sec	uriti	es for al	l other	purpose						
	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 Ks. 500,000/- and above, the abo									J1 110	worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.								
									<i>J</i> 1 110			-chiry ,						
F. OPERATING INSTRUCTIONS			e obtained on	non-	judici	al stamp			<i>J</i> 1 110			•	Securities					
	ove mentioned specific			non-	judici	al stamp			or ma			•						
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Participant's/TREC Holder's Seal & Signature:																	
Witnesses:																	
1. Name: AHMAD YAR KHAN																	
Signature:	CNIC No:	3	5	2	0	1	-	0	1	9	7	2	7	7	-	5	
2. Name: KAMRAN SHARIF																	
Signature:	CNIC No:	3	5	2	0	2	-	3	2	4	4	2	5	1	-	5	
Enclosures*:  1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).  2. Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).  3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.  4. Terms and Conditions of relevant service provider, as applicable.  * 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).																	
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H. FOR THE USE OF SECURITIE SERIVICES LIMITED	S BROKER O	NLY V	VHERI	SET	ILEME	ENT Al	ND CÜ	STODY	Y SERV	/ICES	ARE I	ROVI	нер В	Y ECI	EAR		
Particulars of Customer Relationship I	Form verified by	y :															
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Trading Account opened by:																	
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2.																	

3.

#### TERMS AND CONDITIONS

Please read and understand the Terms and Conditions, attached herewith as Annexure A, before signing and executing this form

#### **DECLARATION & UNDERTAKING**

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

- a) I/We am/are not minor(s):
- I/We am/are of sound mind: b)
- c) 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 compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account), as an annexure to this Form at the time of signing of this From and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other terms and conditions provided to me/us and placed on the website of the Securities Broker for the purpose of Trading Account and Participant for the purpose of Sub-Account, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may
- I/We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and f) operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker (for the purpose of Trading Account) & Participant (for the purpose of Sub-Account) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith:
- I/We further agrees that agreement executed between the Securities Broker and PCM/T&C (as the case may be) for providing the settlement and custody g) services will be the integral part of this contract and will be binding on me/us.
- 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 Broker h) (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account) 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 i) Account or both accounts, as the case may be, liable for termination and I/We shall be subject to further action under the law;
- 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 i) authorized individuals/representatives and are in accordance with the applicable law;
- I/We agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account) and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- 1) I/We hereby now apply for opening, maintaining and operating Sub-Account and Trading Account, as the case may be, with the Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account).

We, the undersigned as Securities Broker and Participant, hereby declare/undertake/confirm that:

- We have provided in full the Terms and Conditions attached as an Annexure to this Form to the Customer/Sub-Account Holder at the time of filing of this Form and we hereby further confirm that provided Terms and Conditions are available on our website and update the same immediately upon occurrence of any change in Terms and Conditions. We further confirm that trading account and Sub-Account of customer and Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer and Sub-Account Holder; and
- We have no doubt or concern that the Terms and Conditions shared with Customer and Sub-Account Holder by us are not updated and has any difference when compared with the specified Terms and Conditions and the attached Terms and Conditions also form part of this Form.

#### 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.

to all the agreed to

•	s and terms of use as s	•		net/Web access, SMS or any other value added services agree caccess.com.pk which shall be deemed to have been read and a
Signatures:				
Main Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3	Securities Broker (for trading account) Participant (for Sub-Account)
✓				

#### 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 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, the Securities Brokers (Licensing and
  Operations) Regulation, 2016 and Professional Clearing Members Regulations, 2020 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
- 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. The Securities Broker and 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) and Customer(s) during working hours. The Securities Broker and 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/ Sub-Account Holder.
- 4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- 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.
- 6. The Securities Broker and Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the 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.
- 7. Subject to applicable laws, the Securities Broker and Participant shall maintain strict confidentiality of the Customer related information and shall not disclose 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 and Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- 8. The Securities Broker and Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- 9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant and Securities Broker. Upon receipt of instruction from the Customer, the Participant and Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant and 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 and Securities Broker's address or contact numbers or any other related information, the Securities Broker and Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
- 10. 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 Broker and Participant to the Sub-Account Holder(s)/Customer(s).
- 11. The Securities Broker and 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 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.
- 13. The Securities Broker and Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares 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 and 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:

- 1. 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-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
- 2. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- 3. 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.
- 4. 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 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.
- 5. 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 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 or in accordance with the Procedures and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.

- 7. 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 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.
- 8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
- 9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

#### TERMS AND CONDITIONS FOR TRADING ACCOUNT

- 1. 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.
- 2. 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.
- 3. 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.
- 4. The Securities Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
  - a. Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - b. Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers;
  - c. Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such inperson orders by Securities Brokers.
- 5. 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:
  - (a)Recognized courier service;
  - (b) Registered Post at given correspondence address;
  - (c)Facsimile number provided on the Form;
  - (d) By hand subject to receipt/acknowledgement; or
  - (e)Email provided on the Form in case of Electronic Contract Note.

All 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.

- 6. 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 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.
- 7. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques 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.
- 8. 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.
- 9. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, 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 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.
- 10. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels 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.
- 11. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and 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.
- 12. 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.
- 13. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

Main Applicant 1 Joint Applicant 2 Joint Applicant 3

#### **EClear Services Limited**

CDC House, 99 – B, Block – B, S.M.C.H.S., Main Shahra-e-Faisal, Karachi. - 74400 021-111-111-500, 080023275 info@eclear.com.pk

#### EClear Services Limited

Mezzanine Floor, South Tower, LSE Plaza, 19 - Khayaban-e-Aiwan -e-Iqbal, Lahore. 042-36302771-2 info@eclear.com.pk

#### Yasir Mahmood Securities (Pvt) Limited

Room No. 205, 2<sup>nd</sup> Floor, Stock Exchange Building, North Tower, 19-Khayaban-e-Aiwan-e-Iqbal, Lahore. 042- 36314141, 36314176-81 info@invest.pk



#### KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

(To be also used for Online Account Opening with AI)

#### INDIVIDUAL

(Form to be filled preferably in BLOCK LETTERS)



EClear Services Limited CDC House, 99-B, Block B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi. Yasir Mahmood Securities (Pvt.) Ltd Room No. 205, 2<sup>nd</sup> Floor, LSE Building, 19-Khayaban-e-Aiwan-e-Iqbal, Lahore.

A. IDENTITY DETAILS OF APPLI	CANT							
1. Full name of Applicant (As per CN	C/SNIC/NICOP/ARC/POC/I	Passport) Mi	r. / Mrs. / Ms.					
2. a. Father's / Husband's Name:			2. b. Mother's	Ma	iden Name:			
3. a. Nationality: PAKISTANI	b. Marital status:	Single	Married		c. Status:	Resident		Non-Resident
4. a. CNIC/SNIC/NICOP/ARC/POC N	No:	<u></u>						
b. Expiry date:	c. Issue Date:				Lifetime:			
5. Passport details:	Passport Number:				Place of Issue:			
For a foreigner or a non-resident Pakist					Date of Expiry:			
6. Date of Birth	Bute of Issue.				Date of Empiry.			
B. ADDRESS DETAILS OF APPLIC	CANT							
1.(a)Mailing Address:	21111							
(Address should be different from author	rizad intarmadiary husinass ada	drass avcant f	or amployees of	nutha	orized intermediary)			
(Address should be different from dution	City/Town/Village:	iress except j	Province/State:	шт	mizea intermediary)	Count	137.	
(b) Tel. (Off.)*: (c) Tel. (Res.)*:	(d) Mobile**:		(e) Email**:			(f) Fax	_	
Specify the proof of address submitted		CNIC	(e) Eman.			(1) Ta	۲.	
2. (a)Permanent Address: SAME AS		CNIC						
· /		C4						
	Province/State:	Country:						
Mandator, if different from above or ove		(d) M-1-:1			(A.E	1 (If a)		
	(Res.)*:	(d) Mobile:			(I) Emai	1 (If any):		
Specify the proof of address submitted	for permanent address:							
C. OTHER DETAILS								
1. Gross Annual Income Details (plea	se specify): Below Rs.	100,000	Rs	. 250	0,001 - Rs. 500,000			Rs. 1,000,001 - Rs. 2,500,000
-						ı		1
	F00,001 - Rs.	250,000	Rs,00	1 - R	Rs. 1,000,000	Abov		2,500,001
2. Source of Income:								
3. Shareholder's/ Unit Holder's Cate	gory:		INDIVII	)UA	L			
4. (a) Occupation:	Agriculturist	Busin	ness		HouseWife			Household
[Please tick ( ) the appropriate	Retired Person	Stude	ent		Business Executive			Industrialist
boxl	Professional	Servi		_	Govt. /Public Sector			Others (Specify)
(b) Name of Employer / Business:								
(Include symbol if employer listed comp	pany)	(c) Jo	ob Title / Designa	tion	:	(d) Depar	tme	ent:
(e) Address of Employer / Business:					I			
D. BANK DETAILS/E-WALLET								
Bank/ E-Wallet Name:								
IBAN/ E-Wallet No.			1					
Bank Name:			IBAN No.:					
E-Wallet Provider Name:			E-Wallet N	umb	er:			
E. DECLARATION								
			h t - f 1	.11.			:c.	
I hereby confirm that all the information								
immediately. In case any of the above i	nformation is found to be untru	ie or false or	misieading or mi	srepi	resenting, I am aware	tnat I may	be .	neid liable for it.
Thh	.l., dl.,,			1	4	4 1		1:4: 4411 A
I hereby, unconditionally and irrevocab							con	ditions attached as an Annexure
to this KYC Application Form duly pro	ovided to me by the Authorized	intermediary	at the time of fil	ing (	of this KYC Applicat	ion Form.		
I be analyse and a second and the design of the second and the sec		4:	c c:1: 41:.	1237	C A	414-41	4	4 4141
I hereby acknowledge that I was inform	•	•	_		1.1			*
under CKO Regulations, 2017 and are							1 co	onditions shared with me by the
Authorized Intermediary are any different	ent from the ones specified in C	KO Regulati	ions, 2017 and av	ailat	ble an CKO's website	<b>:</b> .		
			<b></b>				·	GODU D GDO GD
Signature of the Applicant Da	te: (dd/	mm/yyyy)	Signature of					COP/ARC/POC/Passport No^
				((	Only applicable if Ap	pticant sig	nati	ure is different)
FOR OFFICE USE ONLY								
I hereby confirm and acknowledge hav	ing provided in full the relevan	t terms and c	conditions attache	d as	an Annexure to this	KYC Appl	icat	ion Form to the Customer at the
time of filing of this KYC Application								
of these terms and conditions in CKO l								
conditions shared with Customer by m								
available at CKO's website.						•		
	_							
Authorized Signatory	 Date		Seal/Stamp	of t	he Authorized Inter	mediary		
* The terms and conditions will be part of the	he Online Account Form for Individual Pa	akistani Custome				*		

- \* 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, however, in case of online account opening, both mobile number and email address are mandatory for resident individual Pakistani customers. In case of SNIC where country of stay is not Pakistan, email will be mandatory.
- \*\*\* IBAN / E-Wallet Number shall be mandatory for all Customers except for those who have provided an undertaking for exclusion from IBAN requirement due to any exception available under applicable laws, rules, regulations etc or where permitted by CKO for reasons to be recorded.

#### ANNEXURE IIIA

# TERMS AND CONDITIONS FORMING MANDATORY PART OF KYC APPLICATION FORM FOR INDIVIDUAL AND KYC APPLICATION FORM FOR CORPORATES AS PRESCRIBED UNDER ANNEXURE II AND ANNEXURE III OF THESE REGULATIONS

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, 2020.
- 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. KYC application form shall be submitted electronically for Online Account Opening of Individual Pakistani Customer by Authorized Intermediary that is a Professional Clearing Member or a Securities Broker.
- 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 Customer agrees that verification against KYC information provided by Customer and Authorized Intermediaries, shall be performed by CKO as per CKO Regulations and such verifications shall include verification of KYC information through linked services such as RAAST, 1-Link, PMD, NADRA, etc. 50
- 10. The Customer agrees that KYC information provided by Customer at the time of onboarding shall be shared with CDC in pursuance of provisions prescribed by the Securities & Exchange Commission of Pakistan with respect to Central Gateway Portal managed by CDC.
- 11. 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.
- 12. CKO has absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days wherever feasible for such changes.
- 13. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.
- 14. These terms and conditions shall be governed by the laws of Pakistan. \* The terms and conditions will be part of the Online Account Form for Individual Pakistani Customers

<b>✓</b>	
Signature of the Applicant	Authorized Signatory

**EClear Services Limited** 

CDC House, 99 – B, Block – B, Building, S.M.C.H.S., Main Shahra-e-Faisal, Karachi. – 74400 021-111-111-500, 080023275 info@eclear.com.pk EClear Services Limited

Mezzanine Floor, South Tower, LSE Plaza, 19 - Khayaban-e-Aiwan -e-Iqbal, Lahore. 042-36302771-2 info@eclear.com.pk Yasir Mahmood Securities (Pvt) Limited

Room No. 205, 2<sup>nd</sup> Floor, Stock Exchange North Tower, 19-Khayaban-e-Aiwan-e-Iqbal, Lahore. 042- 36314141, 36314176-81 info@invest.pk Invest for growth

www.invest.pk

Room No.205, 2nd Floor, LSE Plaza, 19-Khayaban-e-Aiwan-e-Iqbal, Lahore. Phone: +92-42-36314141, +92-42-36314176-81 Email: info@invest.pk

#### **SCHEDULE OF CHARGES**

## COMMISSION SLAB PER TRANSACTION (REGULAR & DFC MARKETS)

<u>VALUE</u>	<b>DELIVERY</b>	<b>TRADING</b>
RUPEES		(On one side)
00 - 1.99	0.03	0.03
2.00 - 3.99	0.05	0.05
4.00 – 9.99	0.10	0.10
10.00 - 49.99	0.25	0.15
50.00 – 99.99	0.35	0.15
100.00 - 199.99	0.75	0.30
200.00 - 499.99	0.75	0.15%
500.00-above	0.15%	0.15%

## Maintain Account PortfolioRupeesMinimum Cash balance in account10000

<b>Detail of Charges</b>	<u>Rate</u>	<u>Basis</u>	<b>Collection Mode</b>
CDC Initial Deposit Charges		(as applicable by	CDC Schedule)
Courier Charges Actual or Minimum		(as applicable by	Courier Company)
Transaction Charges (on share movement			
to or from CDC sub account)		(as applicable by	CDC Schedule)
Custody Fee (Annually)		(as applicable by	CDC Schedule)
Maintenance Charges (Annually)	2000	Rupees	Annually
Online Payment/Draft Charges/RTGS		(as applicable by	Bank Schedule)
NCCPL CGT Computation fee		(as applicable by	NCCPL Schedule)
NCCPL AML & KYC Verification/Modification	ı fee	(as applicable by	NCCPL Schedule)
NADRA VERISYS fee		(as applicable by	NADRA Schedule)

#### Note:

All Government excise duties/taxes, stamp duties, capital gain tax, CDC charges, NCCPL charges, PSX Laga, SECP fee, etc. are for customers account and will be charged in addition to the brokerage firm tariff. EClear Services Limited will charge KIBOR+10% in case of overdue debit balance in client account.

All Government duties/taxes, i.e. FED, CGT, CVT, etc. may be amended by the Government from time to time, will be charged to customer as applicable.

All incidental expenses incurred will be recovered in addition to the above stated charges. The charges for services not mentioned in this will be advised upon request. Brokerage firm may vary charges depending on the business volume as per pre-arrangement.



# Mutual Agreement Between Yasir Mahmood Securities (Pvt) Limited

&

	Mir./	Trading Account #	
(With r	eference to rule 4.19 & 19.	5 of the Rule Book Of Pakistan Stock Exchang	e Ltd (PSX))
	<u> 1</u>	erms of Agreement	
securities or an	y other amount of the clien	agrees with and assures the client that sal at, shall be paid to the client on demand (throu Rule and Regulations of the SECP/PSX/NCCPL	ugh Account payees cheques
		nand his payment, Client agrees to forego his/h deposited in bank in the form of profit or any	
SECP approved	entities i.e. NCCPL/PSX/NC	s entitled to deposit cash and /or securities fr CPL for meeting all margin requirements, inclu Margin and Mark-to-Market losses in the man	uding but not limited to, Pre-
This agreement has		arties at (Lahore) on date	
rading Account No.	Name	CNIC NO.	CDC-SUB Account No.
Witnesses		Signature of Ap	✓
2)	201-1497058-3 med Yar Khan	Signature of Ac	count Holder
	201-0197277-5	Signature of Join	nt Account Holder
		For Yasir Mahmood Sec	curities (Pvt) Limited

#### RISK DISCLOSURE DOCUMENT

#### (TO BE GIVEN BY THE BROKERS TO THEIR CUSTOMERS)

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 are 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:**

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 ci 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 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 same 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 result 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.

#### 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:

- (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 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 (www.jamapunji.pk);

- (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**

•	ave received this Risk Disclosure Document and have read and intents and information provided in this document.
	$\checkmark$
Date	Signature of Account Holder
	$\checkmark$
Signature of Broker	Signature of Joint Account Holder



### **ECLEAR SERVICES LIMITED**

CDC House, 99-B, Block – B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi 021-111-111-500, 080023275

info@eclear.com.pk

#### **Politicial Expose Person Declaration Check List**

Sr. No.	<u>Particulars</u>	<u>Yes</u>	No.
001	Have you been Politician in past or holding current positions?		
002	Are you a close family member or closely associated with a current or ex-Politician?		
003	Have you been a Government official in past or holding current positions?		
004	Are you a close family member or closely associated with a current or ex-Government official?		
005	Have you been a Judicial official e.g. Magistrate, District Sessions, High Court or Supreme Court		
	Judge in past or holding current position?		
006	Are you a close family member or closely associated with a current or ex-Judicial Official?		
007	Have you been a Military official in past or holding current position?		
800	Are you a close family member or closely associated with a current or ex-Military official?		
009	Have you been an employee of state owned corporations e.g. OGDC, PPL, PIA, WAPDA etc. in past		
	or holding current positions?		
010	Are you a close family member or closely associated with a current or ex-employee of state		
	owned corporations?		
011	Have you been a Political party official in past or holding current position?		
012	Are you a close family member or closely associated with a current or ex-Political party official?		
013	Have you been associated with international organization / Non-Governmental Organization		
	(NGO) in past or holding current positions?		
014	Are you a close family member or closely associated with a current or ex-associate of		
	International Organization / Non – Governmental Organization (NGO)? lease provide details:		
I hereby u	ındertake to inform the Company of any change in the status specified above at any time in the futu	ıre.	
Client Nar			
Date:			
For Officia	al Use:		
Sale Perso	on Name:		
Signature	·		

#### **EClear Services Limited**

CDC House, 99 – B, Block – B, S.M.C.H.S., Main Shahra-e-Faisal, Karachi. - 74400 021-111-111-500, 080023275 info@eclear.com.pk

#### **EClear Services Limited**

Mezzanine Floor, South Tower, LSE Plaza, 19 - Khayaban-e-Aiwan -e-Iqbal, Lahore. 042-36302771-2 info@eclear.com.pk

#### Yasir Mahmood Securities (Pvt) Limited

Room No. 205, 2<sup>nd</sup> Floor, Stock Exchange Building, North Tower, 19-Khayaban-e-Aiwane-Iqbal, Lahore. 042- 36314141, 36314176-81 info@invest.pk



#### **UNDERTAKING OF FOREIGN ACCOUNT TAX COMPLIANCE (FACTA)**

Joint Account Holder-1

Joint Account Holder-2

Joint Account Holder-3

Main Account Holder

	Main Account Holder	Joint Account Holder-1	Joint Account Holder-2	Joint Account Holder-3
Date:				
I/We agree and undertake to notify the Company with consent form, I/We agree to complete, sign and provic consent for disclosure given herein.				
I/We shall indemnify and hold the Company harmles furnishing and sharing any information pertaining to m			· · · · · · · · · · · · · · · · · · ·	of the Company disclosing,
I/We also authorize the Company to deduct withholdi my/our account(s) such amounts as may be required a	=		_	
I/We hereby provide my/our consent to M/s EClear S information pertaining to my/our account(s) to domes	tic or overseas regulators or ta	ax authorities where necessary to	establish our tax liability in any	jurisdiction.
I/We hereby confirm the information provided above i				
(Note:  If 'Yes' then please specify the list of countries along with its respective tax number, social security number, or local equivalent.)				
(If ' <b>Yes</b> ' Please specify) Do you have any tax obligation in a country Other than Pakistan?	YES NO	YES NO	YES NO	YES NO
Are you a resident of any country other than Pakistan?	YES NO	YES NO L	YES NO	YES NO
(If 'Yes' Please specify)				
Do you hold multiple nationalities?	YES NO	YES NO	YES NO	YES NO
Are you a U.S. Citizen? Do you hold a U.S. Permanent Resident Card (Green Card)?	YES NO	YES	YES NO D	YES NO TO
Are you a U.S. Resident?	YES NO	YES NO	YES NO	YES NO
PLEASE CONFIRM THE FOLLOWING:				
Nationality:			<del></del>	
Country of Birth:				
Country of Permanent Resident:				
Name:				
PERAICES/PIMILED				

**EClear Services Limited** 

CDC House, 99 – B, Block – B, S.M.C.H.S., Main Shahra-e-Faisal, Karachi. - 74400 021-111-111-500, 080023275 info@eclear.com.pk **EClear Services Limited** 

Mezzanine Floor, South Tower, LSE Plaza, 19 - Khayaban-e-Aiwan -e-Iqbal, Lahore. 042-36302771-2 info@eclear.com.pk Yasir Mahmood Securities (Pvt) Limited

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#### Yasir Mahmood Securities (Pvt) Limited TREC HOLDER PAKISTAN STOCK EXCHANGE (PSX)

#### **CRS SELF CERTIFICATION FORM – FOR INDIVIDUALS**

□ New Information			□ Change in Circumstances		
<u>IDEN</u>	TIFICATION INFORMATION:				
Name of Account Holder:			CDC Account Number:		
Residence Address:		CNIC Number:			
			Date of Birth:		
			Country of Birth:		
City/State:			Contact No. (Pakistan):		
Country:		Contact No. (Other than Pakistan):			
TAX I	RESIDENCE INFORMATION:				
No.	Country / Jurisdiction of Tax Residence	Tax Identification Number (TIN)	If no TIN is available, enter Reason		
1					
2					
I here Mahn inform agree	nood Securities (Pvt) Limited or any of its aff nation with domestic or overseas regulators or to and undertake to notify the Brokerage House	iliates, subsidiaries (incli ax authorities where nece	implete. Subject to applicable local laws, I hereby consent for Youding branches) (collectively "the Brokerage House") to share essary/ applicable to establish my tax liability in any jurisdiction. I alif there is a change in any information which I have provided to		
Yasir Mahmood Securities (Pvt) Limited.					
Signature of Applicant:					
Date:					
OFFIC	CE AUTHORIZATION:				
	he applicant(s) information have been verified against information provided by them in the Account Opening Form and during the YC process.				
			Signature		
Date	:				