



FIRST EQUITY MODARABA

Trading Right Entitlement Certificate (TREC) no 181 of Pakistan Stock Exchange Ltd
 503-504 5th Floor Stock Exchange Building, Karachi
 Tel: 021-32446020-24 & 021-32460766 Email: stock@firstequitymodaraba.com.pk
www.firstequitymodaraba.com.pk

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

CUSTOMER RELATIONSHIP FORM FOR COMPANY AND OTHER BODY CORPORATE (Please Also Fill KYC APPLICATION FORM)

(Please use **BLOCK LETTERS** to fill the form)

I/We hereby apply for opening of my/our following account with **First Equity Modaraba (FEM)**:

1. **Trading & Sub-Account** [Opening of Account with Securities Broker for trading, custody and settlement]
2. **Investor Account with CDC** 3. **Sub-Account with Participant**
4. **Trading Account** [Opening of Account with a Securities Broker for trading purpose only]

Note: In case applicant chooses option # 4 above, then he/she shall choose any of the following:

- Subscribe to Direct Settlement Services (DSS) with CDC**
- Subscribe to National Custodial Services (NCS) with NCCPL**
- Others (please specify e.g. CCM/ NBCM) _____**

A. REGISTRATION (AND OTHER) DETAILS OF APPLICANT (The information should be same as provided in the KYC Application Form)	
1. Full name of Applicant (As per constitutive documents)	UKN No.
2. Registration Number / Unique Identification Number ("UIN"):	

Email address of the Company/Body Corporate (Applicant) shall be provided in the KYC Application Form for eAlert/eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. Details of Contact Person as provided in the KYC Application Form shall be used for CDS.

B. OTHER ACCOUNT LEVEL INFORMATION				
1. Bank Details: The bank account information as provided in the KYC Application Form shall be used.				
2. Residential Status / Basis of Remittance [Please tick (✓) the appropriate box]	Resident	Non-Resident	Repatriable	Non-Repatriable
Pakistani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Company / Body Corporate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. CDC access			
CDC provides FREE OF COST services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.			
1. Do you wish to subscribe to free of cost IVR/Web Service? [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:			

(a) Date of Birth			/			/				
(b) Mother's Maiden Name:										

D. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)
I/we the undersigned, hereby give our express authority to FEM under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me/us and entered in our Sub-Account maintained with FEM for securities transactions that are exclusively meant for the following purposes:
a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
b. For pledge securities transactions with the Clearing House relating to any of our underlying market transactions (trades) to be settled through the Clearing House from time to time;
c. For the recovery of payment against any underlying market purchase transactions made by us from time to time;
d. Movement by us from time to time of our Book-entry Securities from our Sub-Account under the Main Account under the control of FEM to our Sub-Account under another Main Account under the control of FEM or to our Sub-Account under any Main Account which is under the control of another Participant or to our Investor Account;
e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or
f. Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.

Signatures:
 Authorized signatories of the Applicant

For and On Behalf Of
FIRST EQUITY MODARABA

Specific authority on each occasion shall be given by us to FEM for handling of Book-entry Securities beneficially owned by us for all other purposes as permitted under the applicable laws and regulations.

Note: Please note that above shall serve as a standing authorization to FEM for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in their Sub-Account maintained with FEM. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of FEM. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.

E. OPERATING INSTRUCTIONS		Names of Signatory(ies)		Specimen Signatures	
1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account. <i>(Please specify Investor account, sub- account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	(a)				
	(b)				
	(c)				
	(d)				
2. Investor Account/Sub-Account Operating Instructions in writing: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/>	Attorney	
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>			
3. Trading Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/>	Attorney	
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>			
F. Authorized Signatories of the Applicant		Date & Place:			
We hereby agree to admit the Applicant as the Investor Accountholder/Sub-Account Holder in terms of the enclosed Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Investor Account/Sub-Account.					
Name of Participant/TREC Holder: FIRST EQUITY MODARABA			Date:		
First Equity Modaraba's Seal & Signature:					
Witnesses:					
1. Name:			Signature:		
	CNIC No:				
2. Name:			Signature:		
	CNIC No:				

Enclosures*:

1. Certified copy of Board Resolution/Power of Attorney (specimen provided as per Annexure-A below).
2. Copies of valid Computerized National Identity Cards/NICOP/Passports of the Authorized Signatories.
3. Certified copies of Constitutive Documents of the Applicant (Memorandum & Articles of Association, Act/Charter/Statute/Bylaws/Rules & Regulations, Certificate of Incorporation, Certificate of commencement of business, Prospectus for Modaraba, relevant licences and registration issued by regulatory bodies etc.).
4. Certified copy of NTN Certificate (If exempted, please provide supporting documents/Letter of Undertaking, where the applicant opt not to obtain NTN).
5. Certified copy of list of Directors/Trustees (if applicable).
6. Terms & Conditions of relevant service provider, as applicable.
7. Specimen Signature Card (for Investor Accountholder(s) only)

* **Note:** Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant.

Signatures:

Authorized signatories of the Applicant

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G. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY						
Particulars of Customer Relationship Form verified by :						
Application:	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	Signature:	Date:
Investor Account/Sub-Account no. issued:						
Investor Account/Sub-Account /Trading Account opened by:						
Saved by:			Posted by:			
Signature:		Date:		Signature:		Date:
Remarks: (if any)						

Signatures:

Authorized signatories of the Applicant

For and On Behalf Of
FIRST EQUITY MODARABA

ACKNOWLEDGEMENT RECEIPT	
Application No:	Date of receipt:
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Customer Relationship Form from the following Applicant:</i>	
Name of Applicant(s)]	FIRST EQUITY MODARABA Seal & Signature:
1.	
2.	
3.	
4.	

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 and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- The FIRST EQUITY MODARABA (FEM) shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. FEM shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- FEM 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.
- Subject to applicable laws, FEM 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, FEM shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- The FEM 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.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the FEM. Upon receipt of instruction from the Customer, the FEM shall give effect to such changes in the manner prescribed under the relevant regulations. FEM 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 FEM's address or contact numbers or any other related information, FEM shall immediately notify the Sub-Account Holder(s)/Customer(s).
- Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by FEM to the Sub-Account Holder(s)/Customer(s).
- The FEM and the Customer / Client / Sub-Account Holder 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 Sub-Account.
- Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder / FEM" respectively.
- FEM 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.
- FEM shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

- The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by FEM in the CDS who shall ensure the correctness and completeness of the same.
- The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to FEM in Part (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitute 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 FEM.
- FEM 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 Sub-Account under the control of FEM. Such instructions, among other matters, may include closing of Sub-Account.
- FEM 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 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 FEM at any time on payment of a fee on cost basis as prescribed by FEM. FEM 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.
- In consideration for the facilities and services provided to the Sub-Account Holder by FEM, the Sub-Account Holder shall pay fees and charges to FEM 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, FEM 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 FEM, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
- Where admission of FEM 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 Controlling Account Holder and FEM 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.
- The provision of services as provided for hereunder shall not constitute FEM as trustee and FEM shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by FEM separately in writing.
- FEM 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

In case any dispute in connection with the Transaction between the FEM 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 FEM if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.

- The assets deposited as margin by a Customer with FEM shall only be used by FEM 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.

Signatures:

Authorized signatories of the Applicant

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2. FEM may deposit unutilized funds of the Customers in a separate profit-bearing bank account and will not distribute profit to the Customers out of total profit offered by bank(s) on such funds, unless specified otherwise in writing by the Customer.
 3. The FEM 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 FEM;
 - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by FEM.
 4. The FEM 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 FEM 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 FEM to establish the authenticity of such order placement or execution thereof.
5. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), FEM 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.
 6. FEM 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.
 7. The Customer is aware that in the event of non-payment on settlement day against securities bought on account, FEM may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
 8. FEM 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 FEM through banks would be regarded as good as cheque. FEM 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. FEM 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 FEM to accept cash in excess of Rs.25,000/-, FEM shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
 9. FEM 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.
 10. FEM 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 FEM within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, FEM shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
 11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The FEM can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
 12. FEM shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

ADDITIONAL TERMS AND CONDITION

In addition to the Special Terms and Conditions contained in the Account Opening Form, the following Additional Terms and Conditions are applicable and binding upon the Account Holder(s) and the FEM:

- I. At the time of opening the Account, the Account Holder(s) shall deposit minimum margin in cash and/or listed Securities of equivalent value acceptable to the FEM as per its haircut valuation policy. The net value of the Securities/cash balance will be monitored regularly. FEM shall have the right to call for the deficit amount.
- II. In case the Account Holder(s) is/are authorized by the FEM to undertake online trading, the FEM shall also be authorized to act upon the instructions of the Account Holder(s); whether written or verbal. The FEM shall provide confirmation of the executed transactions via e-mail or as required by the Account Holder(s). All such transactions recorded by the FEM in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to Clause 5 of the Special Terms & Conditions.
- III. FEM shall put forth its best endeavors to service and execute the order of the Account Holder(s).
- IV. While the FEM shall endeavor to purchase or sell the Securities as per the Account Holder(s) instructions while placing the order, the FEM does not guarantee or assure that the transactions may materialize fully.
- V. The Account Holder(s) shall be liable to pay all federal, provincial and local taxes, duties, fees and other levies, such as income tax, capital gains tax, capital value tax, sales tax, excise duty, stock exchange charges, NCCPL charges, CDC charges, etc. (collectively "Taxes"), as may be applicable on the Account Holder(s) or the transactions executed on /their behalf. FEM is hereby unconditionally authorized by the Account Holder(s) to deduct Taxes from payments to be made to the Account Holder(s) or recover the applicable Taxes out of the funds or Securities of the Account Holder(s) that may be available with FEM for onward payments to the concerned tax authorities. The Account Holder(s) shall indemnify FEM against all losses, damages, costs and expenses that may be sustained or suffered by FEM for non-payment of any Taxes due to want of sufficient funds or Securities of appropriate value in the Account of the Account Holder(s).
- VI. In case of non-payment by the Account Holder(s) within the time stipulated in clause v of the Special Terms & Conditions FEM shall have the right to square of the deal and any loss suffered therein, shall be borne by the Account Holder(s). FEM shall have a lien and/or first charge on the Account Holder(s) Securities and deposits held on account of the Account Holder(s) for recovery of such loss.
- VII. If any such delay continues beyond one (1) business day, FEM shall have the right to resell the Securities at the risk, cost and account of the Account Holder(s) and all losses suffered shall be borne and made good by Account Holder(s). In case if the cheque given by the Account Holder(s) bounces, a handling charge of Rs. 2,500/- will be recovered from the Account Holder(s). The recovery of these charges shall not prejudice FEM's right to initiate any other legal proceedings against the Account Holder(s).
- VIII. Without prejudice to FEM's rights contained in Clauses VI and VII above, in case the Account Holder(s) fails to make the payment for any trade, etc. and FEM claims the amount in arbitration proceedings, whether initiated by FEM or by the Account Holder(s), or in a suit or other proceedings that may be initiated by FEM or the Account Holder(s) in a court of law, FEM shall have the right to claim by way of liquidated damages (by way of penalty) @ six months KIBOR plus 8% on the outstanding amount from the date of the institution of the arbitration proceedings or the suit or any other legal proceedings, as the case may be, till realization by payment made by the Account Holder(s) or by enforcement of the arbitral award or the decree of the court, as the case may be, to cover FEM's cost of funds.
- IX. It is mutually agreed between FEM and Account Holder(s) that any free credit balances in Account Holder(s) Account are being maintained to facilitate the Account Holder(s)' intention to invest such amount through FEM. It is specifically agreed and understood that under no circumstances whatsoever will FEM allow any credit facilities.
- X. For Sale contracts involving physical scrip, the Account Holder(s) shall deliver the Securities to FEM at least two (2) days before the scheduled date of delivery. The scheduled date of delivery will be intimated to the Account Holder(s) by FEM 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 Account Holder(s) will be squared under intimation to the Account Holder(s) and the resulting loss incurred, if any, due to squaring the position will be charged to the Account Holder(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 FEM. In case Security certificate(s) and/or the corresponding transfer deed(s) and/or the Securities are not found to be in order, FEM will have the right to refuse or reject the same in which event the Account Holder(s) shall timely replace/deliver substitute of the said Securities' certificate (s) or get the original deeds and/or the Securities' certificate (s) regularized immediately subject to any other liability of the Account Holder(s).
- XI. The proceeds of the Securities sold on account of the Account Holder(s) shall become due on the business day following settlement date. FEM shall not be liable for delays in the payments to be made by NCCPL or the PSX or the TRE certificate Holder of the PSX through whom the Securities have been sold by FEM on account of the Account Holder(s), as the case may be.

Signatures:

Authorized signatories of the Applicant

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- XII. In case of purchase contracts, deliveries will be effectuated to the Account Holder(s) on the settlement dates, mentioned in the Confirmation of purchase; provided, however, that each payment is charged/received by FEM at least one day before the settlement date. Payment in excess of Rs. 25,000/- will be accepted only by a recognized direct fund deposit banking instrument/online fund transfer mechanism of a reputed Bank acceptable to FEM. If the payment is not received before the settlement date or if the Payment instrument bounces, FEM shall be free to transfer the securities to its Collateral Account as mentioned in the Special Terms and Conditions, without prejudice to FEM's other rights, remedies and resources. Purchase bill will be issued for every related transaction.
- XIII. In addition to Terms and Conditions contained herein, the Terms and Conditions in respect of Direct Settlement System (DSS) of Central Depository Company of Pakistan Limited (CDC) and centralized clearing, settlement and custody service named as National Custodial Services (NCS) of National Clearing Company of Pakistan Limited (NCCPL) will be applicable to all transactions effectuated on account of the Account Holder(s). According to both the Systems of CDC and NCCPL, if a transaction exceeds the upper limit of available balance in the Account Holder(s)' Trading Account limits both in respect of the amount held in the Trading Account, as well as available balance of the Securities in the Account Holder(s)' Sub-Account, the trade will be rejected and the Securities will be transferred to FEM's House Account. In such an event, payment will also have to be made by FEM out of its own resources.
Therefore, in case sufficient Securities are not available in the Account Holder(s)' Sub-Account, FEM will have to cover the short sale from the open market at the Account Holder(s)' cost and risk. In case of breach of upper limit in respect of credit balance or available securities in DSS/NCS account, FEM will receive the Securities purchased in the FEM's House Account and FEM will then transfer these Securities to the Sub-Account of the Account Holder(s) under its lien and the Account Holder(s) will continue to be liable to pay the purchase bill of FEM, along with all losses, damages, costs and expenses that may be suffered by FEM. Likewise, in case of short sale, FEM will cover the shortfall in the Securities from the open market at the risk and cost of the Account Holder(s) and the Account Holder(s) will be liable for all losses, damages, costs and expenses that may be suffered by FEM.
- XIV. FEM shall charge SECP charges from the Account Holder(s) at the rates notified by FEM to the Account Holder(s) from time to time, such rates will be subject to change by FEM at its discretion. Provided, however, any increase in the rate of SECP shall not apply to an order already executed on account of the Account Holder(s). The sale proceeds and purchase bills will be inclusive of SECP and other levies.
- XV. FEM shall have complete discretion as to keeping of unutilized funds of the Account Holder(s) in a current bank account, or in a profit and loss bearing bank account. In case FEM at its sole discretion decides to keep the unutilized funds of the Account Holder(s) in a profit and loss bearing bank account of FEM's choice, funds of the various other account holders of FEM will also be kept in such account. The Account Holder(s) agree to forgo the profit and/or loss and will not claim from FEM the share of profit or loss as the case may be.
- XVI. In the event of failure or refusal to effect delivery against any purchase contract by any TREC holder or NCCPL through whom FEM may have purchased the Securities or refusal to accept delivery against any sale contract by any TREC holder or NCCPL through whom FEM may have sold the Securities FEM shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the related Rules and Regulations will prevail and be binding upon the parties.
- XVII. In the event of the Account Holder(s)' refusal to accept delivery and to make payment against any Purchase Contract or refusal or delay in effecting delivery against any Sale Contract, the Account Holder(s) shall be liable to compensate FEM for all losses and damages, including the financial cost as well as legal cost (if any) that FEM may suffer or sustain on account of the Account Holder(s)' delay or default.
- XVIII. FEM shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or TREC holder of the PSX/ NCCPL or their respective Account Holder(s) and the Securities shall be deemed to have been purchased or sold at the risk and cost of the Account Holder(s) with no obligation on part of FEM.
- XIX. In case of hacking of any of its information system or any other system that forms part of trading, FEM shall not be liable in any manner whatsoever.
- XX. In case any information or data relating to the Account Holder(s), including but not limited to the Statements of Ledger Account, CDC sub-accounts, transactions effectuated for or on account of the Account Holder(s), payments made by or received from the Account Holder(s) from time to time, etc. is called by any lawful authority or agency or a court or tribunal, FEM shall be obliged to provide the same and shall not be held liable in any manner for such disclosures.
- XXI. **For Book-Entry Securities:** For book-entry securities, the following Additional Terms and Conditions shall apply:
(a) For book-entry securities deposited with the Central Depository Company of Pakistan Limited, deliveries will be effected as per the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations and other applicable Rules and Regulations pertaining to book-entry securities.
(b) The special terms and conditions contained in CDC sub-account opening form to be executed by the Account Holder(s) shall apply to all transactions relating to book-entry securities
- XXII. **For Online Trading:** For Online Trading, the following Additional Terms and Conditions shall apply:
(a) A Password or PIN will be issued to the Account Holder(s) by FEM as the Account Holder(s)' Personal Identification Number or Code to enable the Account Holder(s) to have access to and use his account for Online Trading. The Password/PIN may be communicated through email or through any courier to the Account Holder(s) at own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person.
(b) FEM may electronically transfer delivery of confirmation, statements, and other notices in connection with Online Trading. It shall be the responsibility of the Account Holder(s) to review upon receipt of emails, confirmation 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 Account Holder(s) shall immediately notify the same to FEM. The Account Holder(s) will immediately notify FEM of any loss, theft, or unauthorized use of /their Password, Account number and Password/PIN. The Account Holder(s) shall immediately notify any change in email or other address as mentioned in the Account Opening Form.
(c) All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). Neither FEM, nor any of its directors or officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s), including but not limited to, those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, and piracy of the Account Holder(s)' information and affairs by unscrupulous persons.
(d) FEM may at any time and from time to time require Additional Margin in the Account (in cash or Securities acceptable to FEM) before executing any orders or undertaking any transactions executed through Online Trading Facility. The amount and timing may vary depending on factors solely at FEM 's discretion. FEM shall have the right to liquidate the Account Holder(s)' trading position(s) if the account margin is insufficient at any time and the conditions of the right to set-of clause below shall apply.
(e) FEM may at its discretion elect upon notice to square of the Account Holder(s)' Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.
- XXIII. **Trading in Future Contracts:**
Trading in Future Contracts will be subject to the Rules and Regulations governing Future Contracts of the PSX, including any Notices, Instructions, Circulars, and decisions of the Governing Board of the PSX. It will be FEM discretion to undertake the Future Contract or not and the Account Holder(s) shall not question FEM
- XXIV. **Custodial Services:**
For Custodial Services, the following Additional Terms and Conditions are applicable:
(a) The charges for custodial services will be intimated to the Account Holder by FEM .
(b) If FEM has been appointed as a Custodian, the Securities purchased for the Account Holder(s) will be retained by FEM on account of the Account Holder(s).
(c) If the Securities sold are lying with FEM as Custodian for the Account Holder(s), FEM shall deliver the Securities as per the Rules& Regulations on account of the Account Holder(s).
- XXV. **Termination/Suspension:**
The Contract, Maintenance of Trading Account, or end of any relationship under this document may be terminated by either party at any time by prior written notice of thirty days to the other subject to fulfillment of various legal and regulatory requirements including but not restricted to those required by the PSX, SECP, SBP, FBR, NCCPL, CDC, the Anti-Money Laundering Unit and other such related authorities and agencies. FEM reserves the right to suspend/limit the trading activity of the Account Holder(s) for any reason whatsoever. However, before taking any action in this regard FEM will inform the Account Holder(s) the reason(s) in writing at least 5 working days prior to such action.
- XXVI. **Risk Disclosure:**
The Risk Disclosure Statement annexed to this Account Opening Form shall form an integral part of these Terms and Conditions.

The above Additional Terms and Conditions are supplemental to the Special Terms and Conditions and not in derogation thereof. In case of any conflict between any of these Additional Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions will prevail.

Signatures:

Authorized signatories of the Applicant

For and On Behalf Of
FIRST EQUITY MODARABA

DECLARATION & UNDERTAKING

We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors;
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognisable offence against any law in connection with our business, professional or commercial activities;
- e) We confirm having read and understood the above Terms and Conditions and we hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account /Trading Account, as the case may be;
- f) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- g) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account, as the case may be, liable for termination and further action under the law;
- h) We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law; and
- i) We hereby now apply for opening, maintaining, operation of Sub-Account/Trading Account, as the case may be, with the Participant/ TREC Holder.

DISCLAIMER FOR CDC ACCESS SERVICES

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

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

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

Signatures:

Authorized signatories of the Applicant

For and On Behalf Of
FIRST EQUITY MODARABA

RISK DISCLOSURE DOCUMENT

HIS PROVISION SHOULD BE READ CAREFULLY BY THE PROSPECTIVE ACCOUNT HOLDER(S) BEFORE SIGNING THE ACCOUNT OPENING FORM AND SHOULD BE READ IN CONJUNCTION WITH THE RULES AND REGULATIONS RELATING TO SECURITIES, ESPECIALLY THOSE OF THE PAKISTAN STOCK EXCHANGE AND OTHER REGULATORY AUTHORITIES

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 FEM or 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 products 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 ones.

Due to volatility, the order of a customer may not be executed or only partially executed due to rapid change in the market prices.

Such volatility can also cause price uncertainty of the market orders as the price at which the order is executed can be substantially different from the last available market price or may change significantly thereafter, resulting in a real or notional loss.

1.2 LIQUIDITY RISK:

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

Authorized signatories of the Applicant

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 taxes/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 customers 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 products namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contract 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 mark-up 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 commissions, 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 himself/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 customers 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

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

Annexure-A

Board Resolution

"RESOLVED that an application be made on behalf of _____ (name of entity) to FIRST EQUITY MODARABA ("broker") for opening an Account and for the afore-said purpose the Customer Relationship Form including Terms and Conditions as set out herein be executed on behalf of _____ (name of entity).

FURTHER RESOLVED that Mr. /Ms. _____ and Mr. /Ms. _____ be and are hereby authorized and empowered, either singly/jointly for and on behalf of _____ (name of entity) to sign and execute and deliver this Customer Relationship Form and Terms & Conditions and other documents in connection therewith, and to do any other act, deed or thing for and on behalf of _____ (name of entity) in respect of company's application for opening an Account.

FURTHER RESOLVED that Mr./Ms. _____ and Mr./Ms. _____ be and are hereby authorized and empowered, either singly/jointly to represent to the Securities Broker on all matters pertaining to the maintenance and operation of the Account, to deal, liase and correspond with broker and give instructions to fulfill all the responsibilities and obligations to Securities Broker under the Law, Rules and Regulations and the Terms & Conditions in relation to the Account from time to time, and to deal with other incidental and ancillary acts, things and deeds".

Signatures of the Directors

- 1. _____ 2. _____
- 3. _____ 4. _____
- 5. _____

Date of Resolution: _____