



# MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.

Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

## KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

### CORPORATE

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

A. REGISTRATION (AND OTHER) DETAILS OF CUSTOMER				
1. Full name of Customer (As per constitutive documents)				
2. Date of Incorporation:		3. Incorporation Number:	4. Place of Incorporation:	
5. Date of Commencement of Business:		6. National Tax No.(For exempted entities, supporting document should be provided/ <b>Letter of Undertaking, where entities opt not to obtain NTN</b> )		
7. Industry / Sector:				
8. Registration Number / Unique Identification Number ("UIN"):				
9. Details of Contact Person of the Customer: (Should only be an authorized representative of the Customer)				
(a) Name Mr./Mrs./Ms.:				
(b) Association of the Attorney with the Customer:				
(c) Address:				
(d) CNIC/SNIC/NICOP/ARC/POC No:				
(e) Expiry date of CNIC/SNIC/NICOP/ARC/POC:		(f) Designation of the official:		
(g) Tel. (Off.):*	(h) Mobile:	(i) Fax*:	(j) E-mail:	
(h) . Passport details: (For a foreigner or a non-resident Pakistani)	Passport No:	Place of issue:	Date of Issue:	Date of Expiry:
B. ADDRESS DETAILS OF CUSTOMER				
1.(a)Mailing Address:				
City/Town/Village:		Province/State:	Country:	
(b) Tel. (Off.):	(c) Mobile*:	(d) Fax*:	(e) Email:	
Specify the proof of address submitted for mailing address:				
2. (a)Registered Address:				
City/Town/Village:		Province/State:	Country:	
(b) Tel. (Off.):	(c) Mobile*:	(d) Fax*:	(e) Email:	
Specify the proof of address submitted for registered address:				
C. OTHER DETAILS				
1. Expected Annual Income:				
2. Net-equity / net-assets as on (date) _____ : (_____)				
3. Share holder's Category: <i>[Please tick (✓) the appropriate box]</i>		Investment Company		Modaraba
		Insurance Company		Modaraba Management Company
		Charitable Trust		Cooperative Society
		Leasing Company		Mutual Fund
		Bank/Financial Institution		Other <i>(Please specify)</i>
		Joint Stock Company		
D. BANK DETAILS**				
Bank Name:		IBAN No:		
E. DECLARATION				
I/we hereby confirm that all the information furnished above is true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.				
Signature of the Authorized Person			Date: _____ (dd/mm/yyyy)	
FOR OFFICE USE ONLY				
Signature of the Authorized Signatory		Date	Seal/Stamp of the Authorized Intermediary	

\* Optional

\*\* **IBAN shall be mandatory for all corporate entities subject to any exception available under applicable laws, rules, regulations etc.**



## MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.

Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

---

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

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

---

Signature of the Authorized Person

---



**MSMANIAR FINANCIALS (PVT.) LTD.**

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.  
Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

**CUSTOMER RELATIONSHIP FORM FOR COMPANY AND OTHER BODY CORPORATE**

(Please Also Fill KYC APPLICATION FORM)

(Please use BLOCK LETTERS to fill the form)

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.	

I/We hereby apply for opening of my/our following account [please tick (✓) only one relevant box] with MSManiar Financials Pvt. Ltd.:

- 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 <b>FREE OF COST</b> 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?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:				

(a) Date of Birth	D	D	/	M	M	/	Y	Y	Y	Y
(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 the Participant 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 the Participant 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 the Participant to our Sub-Account under another Main Account under the control of the Participant 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.

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



## MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.

Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

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

### E. OPERATING INSTRUCTIONS

	Names of Signatory(ies)	Specimen Signatures
<b>1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account.</b> <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)	
<b>2. Investor Account/Sub-Account Operating Instructions in writing:</b> [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>	
<b>3. Trading Account Operating Instructions:</b> [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:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant's/TREC Holder'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.

### 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: (Authorized signatory)/Stamp
Date: _____			
Investor Account/Sub-Account no. issued: _____			
<b>Investor Account/Sub-Account /Trading Account opened by:</b>			
Saved by:		Posted by:	
Signature: _____	Date: _____	Signature: _____	Date: _____
Remarks: <i>(if any)</i>			

### 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>	
[Insert Name of Applicant(s)]	<b>Participant's / TREC Holder Seal &amp; Signature:</b>
1. _____	
2. _____	
3. _____	
4. _____	



## MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.

Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

### **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

1. 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.
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/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
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/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/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/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The Securities Broker/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/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
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/Participant to the Sub-Account Holder(s)/Customer(s).
11. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective 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 its 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/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/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 (D) 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 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 its 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 its Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
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 its 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.





## MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.  
Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

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

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 and the Customer shall have no objection to the same.

1. The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
2. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account under intimation to such Customers and shall distribute such profit to the Customers out of total profit accrued on such funds as mutually agreed in writing between the Broker and Customer.
3. 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 in-person orders by Securities Brokers.
4. 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.
5. 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.
6. 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.
7. The Customer is aware that in the event of its non-payment on settlement day against securities bought on its account the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
8. 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.
9. 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.
10. 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.
11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
12. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

### **DECLARATION & UNDERTAKING**

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



# MSMANIAR FINANCIALS (PVT.) LTD.

Corporate Office# 603, Business Plaza, 6th Floor, Mumtaz Hassan Road, Off I.I.Chundrigar Road, Karachi, Pakistan.

Tel: (+92-21) 32461510-15, (+92-21) 32464958-9, Fax: (+92-21) 32461509.

Email: [info@msmfinancials.com](mailto:info@msmfinancials.com)

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.cdccaccess.com.pk](http://www.cdccaccess.com.pk) which shall be deemed to have been read and agreed to by the Users before signing this form.

Signatures:

Participant/TREC Holder

Authorized signatories of the Applicant

\_\_\_\_\_

\_\_\_\_\_

## Annexure-A

### **Board Resolution**

**"RESOLVED** that an application be made on behalf of \_\_\_\_\_ (name of entity) to \_\_\_\_\_ ("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: \_\_\_\_\_