(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

TREC Holder Pakistan Stock Exchange Limited

Corporate Member of Pakistan Mercantile Exchange Limited



# ACCOUNT OPENING FORM CORPORATE

Account No.	
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(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

## REQUIRED DOCUMENTS FOR NEW ACCOUNT

## CORPORATE...

CNIC / NICOP OF Authorized Signature and All Directors.
Certificate of incorporation and/or certified copies of constitutive documents. Certificate of commencement of business, if applicable.
NTN Certificate.
List of Director As Per Latest Form 29 Filled With Commission.
Copy of Latest Form-A Filled With The Commission.
Memorandum And Articles Of The Company.
Incorporation Certificate.
Certified Copy Of Board Resolution.
Any License Issued By A Regulation Body In Case of Specialized Companies
Commission Slab.(Company Letter Head).
Annual Income / Audited Financial Statement.
Board Resolution for opening the Account and authorizing the relevant official to operate the account along with copy of cnic of such official.
Where the Customer is a non-resident or foreign company/entity, duly consularized copy of board resolution/power of attorney along with constitutive documents and list of directors attested by the consul general of Pakistan having jurisdiction over the Customer

(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

# REQUIRED DOCUMENTS FOR NEW ACCOUNT

## TRUST ....

Copy of Constitutive Documents. (Trust Deed)
Copies of CNICs of All Trustees.
Copy of Resolution for Opening The Account Authorizing The Relevant Official To Operate The Account Along With Copy Of CNIC Of Such Official.
Copy of NTN certificate Where Applicable.
Latest Audited Financial Statement .
Proof of Annual Income.
IBAN Number. (24 Digits)
Commission Slab.
Proof of Net equity/net-assets if provided in KYC Application Form*

(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

## REQUIRED DOCUMENTS FOR NEW ACCOUNT

## **PARTNERSHIP**

Copy of Partnership Deed.
Copies of CNIC of all the partners.
Attested copy of Registration Certificate with Register of Firms.  In case the partnership is unregistered, this fact should be clearly mentioned.
Authority letter, in original, in favor of the person authorized to operate on the account of the firm along with copy of CNIC of such person.
Proof of Annual Income.
Proof of Net-equity/net-assets if provided in KYC Application Form.
Proof of Share Holders/Unit Holders Category.

(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

## REQUIRED DOCUMENTS FOR NEW ACCOUNT

# OTHER NON –FOR-PROFIT ORGANIZATION

Copies of the constitutive documents, bylaws and certificate of registration
Copies of CNICs of the members of the governing body.
Authority letter, in original, in favor of the person authorized to operate on the account of the organization along with copy of CNIC of such person.  Latest Financial Statements.
Proof of Annual Income.
Proof of Net-equity/net-assets if provided in KYC Application Form.
Proof of Share Holders/Unit Holders Category.



### (FORMERLY ADAM COMMODITIES (PVT) LIMITED)

TREC HOLDER: Pakistan Stock Exchange Ltd.

814(A) 8th Floor Main Stock Exchange Building Stock Exchange Road Karachi.

KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

## **CORPORATE**

Please use BLOCK LETTERS to fill the form

Annexure III

A. REGISTRATION (AND OTHER) DET.	AILS OF CUSTOME	R											
1. Full Name of Customer (As per con-	stitutive documents	5)											
2. Date of Incorporation:			3. Incorporation Number: 4. Place of Incorporation:										
5. Date of Commencement of Busine	ess:		National Tax No. (For exempted entities, supporting document should be provided)/Letter of Undertaking, where entities opt not to obtain NTN)										
7. Industry / Sector:													
8. Registration Number / Unique Ide	ntification Numbe	er ("UIN"):											
9. Details of Contact Person of the C (Should only be an authorized represe		mer)											
(a) Name Mr./Mrs./Ms.:													
(b) Association of the Attorney with t	he Customer:												
(c) Address:													
(d) CNIC/SNIC/NICOP/ARC/POC No:													
(e) Expiry date of CNIC/SNIC/NICOP/	ARC/POC:		(f) Designation of the off	icial:									
(g) Tel. (Off.)*:	(h) Mobile:		(i) Fax*:		(j) E mail:								
(k) . 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 CUS	TOMER	·											
1.(a)Mailing Address:													
City/Town/Village:			Province/State:										
(b) Tel. (Off.):	(c) Mobile*:		(d) Fax*: (e) Email:										
Specify the proof of address s	submitted for i	nailing address:											
2. (a)Registered Address:													
City/Town/Village:	T		Province/State: Country:										
(b) Tel. (Off.):	(c) Mobile*:		(d) Fax*: (e) Email:										
Specify the proof of address s  C. OTHER DETAILS	ubmitted for r	egistered address	S:										
Expected Annual Income													
2. Net-equity / net-assets a	s on (date)		: (			)							
		Investment	: Company	Mo	Modaraba								
3. Shareholder's Category:		Insurance C	Company	Mo	Modaraba Management Company								
[Please tick (★) the approp	riate box]	Charitable <sup>-</sup>	Trust	Со	Cooperative Society								
		Leasing Cor	mpany	Mu	utual Fund								
		Bank/Finan	cial Institution	Ot	her (Please spec	ify)							
		Joint Stock											
D. BANK DETAILS				•									
Bank Name:			IBAN No:										
Branch Name:			Branch Address:										

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 aware that I/we may be held liable for it.
*	I/we hereby, unconditionally and irrevocably, declare, confirm and acknowledge having read in full and understood the relevant terms and conditions attached as an Annexure to this KYC Application Form duly provided to me/us by the Authorized Intermediary at the time of filing of this KYC Application Form.
*	I/we hereby acknowledge that I/we had been informed by the Auth orized Intermediary at the time of filing this KYC Application Form that these terms and conditions are prescribed under CKO Regulations, 2017 and are also available on the website of CKO, further, I/we have no doubt or concern that the terms and conditions shared with me/us by the Authorized Intermediary are any different from the ones specified in CKO Regulations, 2017 and available an CKO's website.
	Signature of the Authorized Person  Date:(dd/mm/yyyy)
FO	R OFFICE USE ONLY
*	I/we hereby confirm and acknowledge having provided in full the relevant terms and conditions attached as an Annexure to this KYC Application Form to the Customer at the time of filing of this KYC Application Form.
*	I/we hereby confirm that I/we have informed the Customer at the time of filing this KYC Application Form regarding the availability of these terms and conditions in CKO Regulations, 2017 and on the website of CKO, I / we further confirm and acknowledge that I/we have no doubt or concern that the terms and conditions shared with Customer by me / us are not undated and have any difference when compared with the terms and conditions specified in CKO Regulations, 2017 and available

CKO Regulations, 2017 and on the website of CKO, I / we further confirm and acknowledge that I/we have no doubt or concern that the terms and conditions shared
with Customer by me / us are not updated and have any difference when compared with the terms and conditions specified in CKO Regulations, 2017 and available
at CKO's website

×		
Signature of the Authorized Signatory	Date	Seal/Stamp of the Authorized Intermediary

<sup>\*</sup> Optional

<sup>\*\*</sup> IBAN shall be mandatory for all corporate entities except for those which have provided an undertaking for exclusion from IBAN requirement due to any exception available under applicable laws, rules, regulations etc or where permitted by CKO for reasons to be recorded.

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

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

- 1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 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. KYC application form shall be submitted electronically for Online Account Opening of Individual Pakistani Customer by Authorized Intermediary that is a Securities Broker.
- 4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
- 5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations
- 6. The Customer agrees that in the event that he does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the NCCPL, the NCCPL shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
- 7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
- 8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
- 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.
- \* The terms and conditions will be part of the Online Account Form for Individual Pakistani Customers

Signatures:

X

Main Applicant



## (FORMERLY ADAM COMMODITIES (PVT) LIMITED)

#### TREC HOLDER: Pakistan Stock Exchange Ltd.

814(A) 8th Floor, Main Stock Exchange Building, Stock Exchange Road, Karachi. 021-32470550-51 E-mail: info@ausecurities.com.pk

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

For official use o	f the P	articipant/T	RE Certifica	ate Hol	der only												
	1				<u> </u>		L			Γ					Т		
Application Form No.		TRE Certificate			PSX-5	<b>525</b>	Securities Broker Registration No.					<b>45</b>	CDC Participant ID			18457	
Sub-Account N	(	ling Accou Back-office (if applicab	ID)					Inve	stor A	or Account No.							
					Please Also Vease use B					•	•			•			
I/We hereby apply Holder]:	for op	ening of my/	our following	g acco	unt [please	e tick (✓	) only o	ne re	levant	box] v	vith [in:	sert na	ame of th	ie Partio	cipant	/TRE Certificat	
1. Trading 8	Ֆ Sub-/	<b>Account</b> [Op	ening of Accou	unt with	Securities B	Broker for	trading,	custoc	ly and s	ettlem	ent]						
2. Investor	Accou	int with CD	С 3.	Sub-	Account w	ith Par	ticipan	ŀ									
4. Trading A	Accoun	ıt [Opening o	of Account wi	- ith a Se	ecurities Br	oker fo	r trading	purp	ose on	ly]							
Note: In case a							_										
	Subsci	ribe to Direct	t Settlement	Service	es (DSS) w	ith CD0											
	Subsci	rihe to Natio	nal Custodial	l Servi	res (NCS)	with NC	CPI										
					,												
	Others	(please spe	ecify e.g. CCI	M/ NB(	CM)												
A. REGISTRATI	ION (AI	ND OTHER)	DETAILS OF	F APPL	ICANT (TI	ne infor	mation	shou	ld be s	ame a	as prov	/ided i	n the KY	C Appli	icatio	n Form)	
1. Full name of	Applic	ant														•	
(As per constitutive do	ocuments)	ı															
UKN No.																	
2. Registration	Numbe	er / Unique l	dentification	n Numl	ber ("UIN")	):											
Email address of mandatory requesting as provided in the	iremen	t. This inforn	nation will als	so be ι	used where											m CDC as a Contact Person	
B. OTHER ACC	OUNT	LEVEL INFO	DRMATION														
1. Bank Details	: The b	ank account	information	as pro	vided in the	e KYC A	Applicati	on Fo	rm sha	ıll be ι	ısed.						
2. Residential S [Please tick (✓) the a			emittance			Re	esident No			n-Res	sident		Repatria	able	N <sub>1</sub>	on-Repatriable	
Pakistani											]						
Foreign Compar																	
C. CDC access																	
CDC provides <i>FI</i> account related i			ices under C	DC ac	cess where	eby Sub	-accour	t hold	ers/Inv	estor-	Accour	ntholde	ers can h	ave real	time	access to their	
1. Do you wish	to sub:	scribe to fre	e of cost IV	/R/Web	Service?	[Please	e tick (√	) the a	approp	riate t	oox]		Yes			No	
2. If you are sub	oscribi	ng to IVR ar	nd Web Serv	vice, p	lease prov	ide foll	owing	detail	s of yo	ur Co	ntact	Perso	n:				
a) Date of Birth				D	D /	M	M	/	Υ	Y	Y						
(b) Mother's Ma	iden N	ame:															

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 transans 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 o 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 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 service-
- 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.

**Note:** Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securitie 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											
		Nam	es of Signatory(ie	es)		Specimen Signatures					
Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to	(a)			×							
the operations of the Investor Account / Sub-Account / Trading Account.	(b)										
(Please specify Investor account, sub-account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)	(c)										
	(d)										
2. Investor Account/Sub-Account Operating Instructions in writing:		Singly			Attorne	ney					
[Please (✓) appropriate box]		Jointly [any]	numbers of the signatories)								
3. Trading Account Operating Instructions:		Singly			Attorne	rney					
[Please (/) appropriate box]		Jointly [any]  Please mention the relevant	numbers of the signatories)								
F. Aurhorized Signatories of the Applicant					Da	ite & Place:					
×											
We hereby agree to admit the Applicant as the In											

.....

Name of Participant/TREC Holder:											Da	Date:									
Participant's/TREC Holder's Seal & Signature:																					
Witnesses:																					
4 Names																					
1. Name:																				Н	
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/▶ /Rules & Regulations, Certificate of Incorporation, Certificate of business, Prospectus for Modaraba, relevant licences a ion 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 and Conditions of relevant service provider, as applicable.  7. Specimen Signature Card (for Investor Account holder(s) only).  Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakist having jurisdiction over the Applicant.																					
G. FOR THE USE OF	PART	ICIPANT/TR	REC H	OLDER O	NLY																
Particulars of Custom	ner Rel	ationship F	orm v	erified by :																	
Application:		Approved		Rejected	Signature: (Authorized signatory)/Stamp									Da	Date:						
Investor Account/Sub	-Ассо	unt no. issu	ed:																		
Investor Account/Sub-Ac	ccount	Trading Acco	ount op	pened by:																	
Saved by:					Posted by:																
Signature		Date:			Signature:										Da	Date:					
Remarks: (if any)																					
Remarks: (IT any)																					
					ACKNOWLE	DGEN	/ENT	REC	EIPT	•											
Application No:									eceip												
I/We hereby confirm	and ad	cknowledge	the re	ceipt of du	ıly filled and sig	gned			_		ip Fo	rm fro	m the	e follo	wing	Аррі	<i>lic</i> ant	(s)			
ADAM USMAN SEC (FORMERLY ADAM CO	CURITIE OMMODIT	<mark>S (PVT) LIMITE</mark> ES (PVT) LIMITED)	D						nt's / T												
1.																					
2.																					
3.																					
4.	4.																				

#### **DECLARATION & UNDERTAKING**

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

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm having and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this From and have carefully read, and understood and accepted the above attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above attached Terms and Conditions and any other Terms and Conditions provided to me/us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
- f) I/ We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Securities Broker/Participant immediately in writing of any change therein;
- h) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account, as the case may be, liable for termination and I/We shall be subject to further action under the law;
- i) All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and
- j) I/ We agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- k) I/We hereby now apply for opening, maintaining and operation of operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant/TREC Holder.

#### I, the undersigned as Securities Broker/Participant, hereby declare/undertake/confirm that:

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

#### DISCLAIMER FOR CDC ACCESS SERVICES

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

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.cdcaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Signatures:



#### **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, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the
  Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- 3. The Securities Broker/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.
- 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 constitutes the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
- 4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in its Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
- Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing 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 and 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and 10. CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
- 11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
- 12. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

## Annexure-A

#### **Board Resolution**

"RESOLVED that an app	olication be made on b	ehalf of	
(name of entity) to			("broker") for nip Form including Terms and
opening an Account and	for the afore-said pury	pose the Customer Relationsh	nip Form including Terms and
Conditions as set out here	in be executed on beh	alf of	(name of
entity).			
FURTHER RESOLVED	that Mr. /Ms	1 1 1 1 1	and Mr. /Ms.
-:1/:-:41 <i>C</i> 1 1		be and are hereby auth	norized and empowered, either
Singly/jointly for and on the Customer Beletienship Ed	oenaii oi	(name of entity) to sig	gn and execute and deliver this
			n connection therewith, and to
application for opening ar		in or (name or e	entity) in respect of company's
application for opening at	i Account.		
FURTHER RESOLVED	that Mr/Ms	and Mr/Ms	be and are hereby
			Broker on all matters pertaining
_		_	with broker and give instructions
•		•	e Law, Rules and Regulations
			d to deal with other incidental
and ancillary acts, things		to thire, and	a to down when other including
,			
Signatures of the Director	's		
1.	× 2.	X	
3	<u> </u>	×	
~			
5	X		
D ( CD 1 )			
Date of Resolution:			

#### **SPECIAL TERMS AND CONDITIONS**

The Terms and Conditions set herein below shall be equally binding on the Broker and the Account Holder(s).

- 1. All transactions between the parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities & Exchange Ordinance, 1969. Moreover, all applicable provisions of the Securities & Exchange Ordinance, 1969 read with the Securities & Exchange Commission of Pakistan Act, 1997, Brokers and Agents Registration Rules, 2001, Securities and Exchange Rules 1971 and all directions/directives passed from time to regulate the trades between the parties and to regulate Brokers conduct and the Central Depository Companies of Pakistan Act, 1997, Rules framed there under and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provisions of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.
- 1(a). In case any dispute in connection with the trade or transaction between the Broker and the Account Holder is not settled amicably, either party may refer the same to arbitration in accordance with the provisions of KSE Regulations, which shall be binding on both the parties. The Account Holder hereby agrees that he would have no objection if his name and other relevant particulars are placed on Exchange's database accessible by Brokers of the Exchange if he fails or refuses to abide by or carryout any arbitration award passed against him in his dispute with the Broker.
- 2. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealing in securities, such as trading and/or settlement of deliveries of securities on behalf of the Account Holder(s). The Broker shall not use such amounts for his own
- 2a. The credit amount of the Account Holder(s) shall be kept by the Broker in a separate bank account titled "Account Holder/Client Account" and shall not be used by the broker for his own business.
- 3. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker 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 below.
  Or

The Account Holder(s) shall give written instructions for the sale/purchase of securities to the Broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker 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 below.

- 5. In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one-business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).
- 6. In the event that the Account Holder(s) fail(s) to deposit additional cash or securities as margin within one business day of the margin call (in writing), the Broker shall have absolute discretion to and, without further notice to Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the securities purchased and carried in such account, so that the margin is maintained at the required level.
- 7(a). The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC account of the Account Holder(s) subject to full payment by the Account Holder(s). In case of companies which are not on the CDS, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the account of the Account Holder preferably in form of A/c Payee cross cheque only within 1 business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements).
- (b). In the event of non-receipt of payment from the Account Holder on settlement day against securities bought on account of the Account Holder, the Broker may transfer such securities to his Collateral Account under intimation to the Exchange, after complying with the requirements as mentioned in relevant clause of this chapter.
- 8. The Broker shall accept from the Account Holder(s) payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other crossed banking instruments in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Broker through banks would be regarded as good as cheque. The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder(s) duly signed by authorized agents/employee of the Broker and the Account Holder(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payment is for margin or the purchase of securities. The 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 Broker to accept cash in excess of Rs.25,000/-, the Broker shall immediately report within one business day such instances with rationale thereof to the Exchange in accordance with the mechanism prescribed by the Exchange
- 9. The Brokers shall make all the payments of Rs.25,000/- and above, through crossed cheques / bank drafts / pay orders or any other crossed banking instruments 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 of five years.
- 10. The Account Holder(s) shall have a right to obtain a copy of his/her or their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 day of receipt of the ledger statement to remove such discrepancy.

Signatures:

11.	The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr. /Ms. / I. D. No to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).  For Joint Account Holder(s) only:
12.	We, the Account Holders shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the Broker in respect of the joint titled account.  Or
	Our titled account shall be operated only by who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto.
13.	The Broker shall be responsible to append a list of his authorized agents/traders and designated employees, who can deal with the Account Holder(s), with this account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.
14.	The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations.
15.	The Broker shall not disclose the information of the transactions of the Account Holders to any third party and shall maintain the confidentiality of this information. However, in case the Exchange or the Commission, as the case may be, requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.
16.	In case a Broker converts his individual brokership rights to corporate brokership and vice versa the agreement and conditions laid down herein above shall remain effective unless otherwise agreed by the parties.
17.	Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier/registered post/fax/E-mail) or by hand subject to receipt/acknowledgment. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail. Confirmation of orders to clients made through fax or e-mail will have a time record.
18.	All orders received telephonically and placed on Trading System shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so as the orders could possibly be sorted on UIN basis and made user friendly.
19.	In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing.
20.	I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexures and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.
21.	I/We, the Account Holder(s) understand that the shares trading business carries risk and subject to the due diligence on part of the broker. I/We may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.
22.	I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above.
23.	The Account Holder(s) understand the the company is not carrying on any money lending / borrowing business. The Account Holder(s) agree that he/she/them will not make any payment to the company for the purpose . The Account Holder(s) further understand that company has not authorized the employee/persons/agents to collect payment for money leading / borrowing purpose if the Account Holder make any payment for that purpose, he/she/them shall not hold the company responsible. Also Account Holder agree that any receipt issued by any employee / person / agents on behalf of the company against money lending / borrowing have no legal binding on the company.
24.	The company is authorized to revise the required margin for trading in shares at any time without any notice to the Account Holder(s). However any change in the required margin for already executed trades will be notified to the Account Holder(s) at least 3 days prior to the implementation
25.	Revocation of the letter of authority of the authorized representative shall only be recorded in writing by letter manually signed by the account holder and in case of a joint Account, by both the joint Account Holders and delivered by hand or by courier service or registered post. All orders executed and transactions effectuated upto the time of the receipt of the revocation letter by the broker shall be binding upon the Account Holder(s).
26.	The terms & conditions contained in this brokerage account agreement are subjected to change by the broker at its discretion upon written notice to the Account Holder(s). The Account Holder(s) Shall be deemed to have accepted any and all changes by not closing and or by continuing to use the account. The Broker reserve the right at its discretion to restrict trading, disburements or transfer and to require additional documentation or margin from time to time for the purpose of maintaining the account and or executing instructions on account of the account Holder(s).
27.	In the event of delay in giving physical or CDC delivery in respect of sale transaction by account holder for whatever reason, the account holder will be solely responsible for any losses in squaring up the transactions and charges levied by PSX or NCCPL to square up the transactions. The broker will debit all such amount to the account holder without any prior notice to the account holder(s)
	Signatures:
	X Main Applicant

## ADAM USMAN SECURITIES (PVT) LIMITED (FORMERLY ADAM COMMODITIES (PVT) LIMITED)

### **Terms and Conditions of Our Brokerage House**

#### **ORDER ENTRY**

During the term of this contract the client may, from time to time, place oral or written orders for sale/purchase of shares himself /herself or by his / her authorized representative or in the case of a company, an institution or a firm, by its authorized directors /officers/partners. The Letter of Authority must be conveyed to our Brokerage House, hereinafter called the House.

If the House makes a transaction on the instructions of an authorized representative and the client fails to deliver shares/securities or funds, he/she will have to compensate for all losses the House may incur as a result of such failure.

#### **SETTLEMENT (Purchase / Sale Contract)**

- In case of purchase contracts, deliveries or spot transactions will be made to the client's Sub-Account in CDC on the scheduled delivery dates mentioned in the Memorandum of Confirmation of Purchase. In case of default in payment by the client, the House will sell shares /securities of the client in the market and will be entitled to recover the loss, in any form, from the client.
- In case of spot transactions, the settlement date will be the same. As such, the client must make payment on the day of the transactions. The House will not allow any credit purchases.

- III. In case of sale contract, the client shall deliver the shares/securities to the House in accordance with the terms of the Confirmation of Sale. Physical Share Certificates will not be accepted for effecting deliveries unless duly verified by the relevant companies or transferred to the CDC. The House shall not be responsible for any loss or damage etc., suffered by the Client due to late delivery of Share certificates by the client or due to circumstances beyond the
- IV. The Proceeds of the shares / securities sold on behalf of the client shall be paid to him / her according to the terms of Confirmation of Sale.
- V. The client will have to bear all losses in any form as a result of shares being squared up in the market.
- VI. The member will have the right to get the order executed through any of the Stock Exchanges or through in-house client-to-client (C to C) matching deal at running market rates.
- VII. The Client must verify from time to time each confirmation of sale/purchase of any securities, CDC and Account balance position, sent to hime through regular SMS from our company.
- VIII. In case of default of payment / dues, the Account Holder(s) may be treated as a defaulter of a financial institution or a bank.

Signatures:



#### UNDERTAKING

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

Date:	
	×
Signature of Broker	Signature of Account Holder

#### Annexure A

## FOR INTERNAL USE ONLY

## KYC/ CDD Checklist

Date	Account Title	Account / UIN #

#### **SECTION A**

Minimum Information / Docu		nts to be provided by Investor			
	Pls tick		Pls tick		Pls tick
1. Individuals /Sole Propriet orships		2. Partner ships		3. Institutions/Corporates	
CNIC of Principal and Joint Holders / Passport for Foreign Nationals / NICOP for non-resident Pakistanis		CNICs/NICOP of all partners, as applicable		CNIC / NICOP of Authorized Signatories and Directors	
Proof of Employment/Business		Partnership Deed		Li st of Directors and Officers	
NTN Certificate, where available		Latest financial statements		NTN Certificate	
		Certific ate of Registration (in case of registered partnershipfirm)		Documentary evidence of Tax Ex emption (if applicable)	
		NTN Certificate	Г	Certificate of Incorporation	
			•	Certificate of Commencement of Business	
				Certified Copy of Board Resolution	
				Memorandum & Articles of Association/ Bye Laws/ Trust Deed	
				Audited Accounts of the Company	
4. Trusts		<ol><li>Clubs Societies and Associations</li></ol>		6. Executors/Administrators	
CNICs of all trustees		Certified copy of certificate of Registration		CNICs of all Ex ecutors/Administrators	
Certified copy of the Trust Deed		Li st of members		Certified copy of Letter of Administration	
Latest financials of the trust		CNIC/NICOP of members of Governing Board			
Documentary Evidence of Tax Exemption (if applicable)		Certified copy of bylaws/rules and regulations			
Trustee/Governing Body Resolution		Copy of latest financials of Society/Association			
		Board/Governing Body Resolution	T		$\vdash$
If docum	nen:	ts / information is complete, pro	cee	ed to Section B	
List any missing documents / inform		<u> </u>			
1					
2					
If ANY docu	ume	ent or information is missing, pr	000	eed to Section G.4	

#### **SECTION B**

Assessment of information provided in section A  Based on information provided in A,		
Is the investor also the ultimate beneficiary of the funds to be invested  If NO, joint account should be opered or power of attorney be provided by ultimate beneficiary with relevant documentary details of the beneficiary	YE S	NO
2. In case the Investor is a private company, IS the latest shareholders list available	YE S	NO
3. In case of Government Accounts,  Mark YES if the account is <u>not</u> in the personal name of the government official  A resolution / authority letter (duly endorsed by Ministry of Finance or Finance Department of concerned government) is available, which authorizes the opening and operating of this account by an officer of federal / provincial / local government in his / her official capacity	YE S	NO

If the answer to any of the above **questions** was **INOI**, go to **section** G.3 or G.4, otherwise go to **Section** C

#### SECTION C

JECTION C				
Risk Category of Invest or Please tick box				
1. Government Department / Entity	LOW RISK	Go to Section G.1		
2. Public listed company	LOW RISK	Go to Section G.1		
3. Private limited company	MEDIUM RISK	Go to Section G.2		
4. Non-Governmental Organization (NGO)	HIGH RISK	Go to Section G.3		
5. Trust / Charity	HIGH RISK	Go to Section G.3		
6. Unlisted Financial institution		Go to <i>Section</i> D		
7. Individual		Go to Section E		

#### **SECTION D**

Unlisted Private Fi nancial Institution (NBFI)			
Is the unlisted private financial institution domiciled in Pal SECP/State Bank of Pakistan (SBP) OR Is it domiciled in a FATF member country that is satisfacto recommendations and is supervised by a regulatory body	,	YES YES	NO NO
If YES, proceed to Section G.1	If NO, proceed to Section	G.3	

## SECTION E

Individual		
1. Is the person a non-resident Pakistani	YES	NO
2. Is the person a high net worth individual with no identifiable source of income or his/her profile/source of income doesnot match with size & quantum of investments/	YES	NO
3. Is the person involved in dealing in high value items (based on declared occupation)	YES	NO
4. Is the person a foreign national	YES	NO

5. Does the person appear to have links or money transfer to/from offshore tax havens or belongs to country(s) where KY C/CDD and anti money laundering regulations are lax (in terms of not sufficiently applying FATF recommendations)	YES	NO
6. Is thereany reason to believe that theperson has been refused account opening by another financial institution / brokerage house	YES	NO
7. Is the person opening the brokerage account on a non-face-to-face basis/on-line	YES	NO
If the response to any question (1-7) above was YES, proceed to Section G.3,	YES	NO
8. Is the person a holder of a senior level public (government) office i.e. a politically exposed person (PEP) or a family member of PEP.	YES	NO
9. Is the person a holder of high profile position (e.g. senior politician)		
If the response to any question (8-9) above was YES , proceed to Section G.1	ction F,	

#### SECTION F

Politically Exposed Person / Foreign National / Holders of High Profile Position				
Is the brokerage account relationship with this high risk category person including politically exposed person / foreign national / holder of high profile position, approved by the Nominee Director, CEO / COO of the brokerage house (approval shall be provided by management throughsigning the respective Account Opening Form)			NO	
If YES, proceed to <b>Section</b> G.3 If NO, proceed to <b>Section</b> G.4		<b>n</b> G.4		

ii 123, proceed to <b>Section</b> 0.5					d to <b>section</b>	10.4		
SEC	TION G							
Inves	tor Risk Profile							
	Risk Classifica	tion	KYC Requirements	KYC Requirements				
G.1	LOW RISK  Reduced KYC Requirements shall be applicable: Investor account can be opened once information / documents mentioned in section A have been provided.					5		
G.2	MEDIUM RISK		Greater care required a obtained before openi	and documents listed in Sec ng of account.	ction A shoul	d be		
			Enhanced KYC Require	ments shall be applicable:				
G.3	HIGH RISK		Investor account can b mentioned in section A	e opened once information have been provided.	n / document	s		
			Transactions shall be monitored to ensure that the funds used for investments are from an account under the Investor sown name in a financial institution (e.g. bank) subject to high due diligence standards and the amount and frequency of investments are not unusual given the nature and financial strength of the Investor					
G.4	HIGH RISK		Account cannot be ope fulfilled.	ened as KYC Requirements	s have not b	een		
COI	NFIRMATION	of physical presence	of customer whenopeni	ngaccount	YES	NO		
Oth	er Comments							
Chec	cked by:	Name of Sales Person	/ Agent	Signature	Date			
Com	pleted by:	Name of Complia	nce Person	Signature	Date			



# ADAM USMAN SECURITIES (PVT) LIMITED (FORMERLY ADAM COMMODITIES (PVT) LIMITED)

## Due Diligence Form

(a)	Full name as per identity document
(b)	Father/Spouse Name as per identity document
(c)	Mother Maiden Name
(d)	Identity document number along with date of issuance and
	expiry
(e)	Existing residential address (if different from
	CNIC
(f)	Contact telephone number(s) and e-mail
	(as applicable)
(g)	Nationality-Resident/Non-Resident Status
(h)	FATCA/CRS Declaration wherever required
(i)	Date of birth, place of birth
(j)	Incorporation or registration number (as applicable)
(k)	Date of incorporation or registration of Legal Person/ Arrangement
(1)	Registered or business address
	(as necessary)
(m)	Nature of business, geographies involved and expected type of counter-parties
	(as applicable)
(n)	Type of account/financial transaction/financial service
(0)	Profession / Source of Earnings/ Income: Salary, Business, investment
	income
(p)	Purpose and intended nature of business relationship
(q)	Expected monthly turnover (amount and No. of transactions);
(r)	Normal or expected modes of transactions/ Delivery Channels
NAM	1E
SIGN	NATURE X

(FORMERLY ADAM COMMODITIES (PVT) LIMITED)

TREC Holder Pakistan Stock Exchange Limited
Corporate Member of Pakistan Mercantile Exchange Limited





## www.ausecurities.com.pk

for online account opening form scan bar code

### **Head Office:**

814-A, 8th Floor, Main Stock Exchange Building, Stock Exchange Road, Karachi. Ph: **021-32470550-51** E-mail: info@ausecurities.com.pk