



# OPTIMUS

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## CAPITAL MANAGEMENT

### Account Opening Form

### INDIVIDUAL

### KYC/CRF

Account Title : \_\_\_\_\_

Nature of Account : Single \_\_\_\_\_ Joint \_\_\_\_\_

UKN Number : \_\_\_\_\_

Biometric/OTP Verification : Yes \_\_\_\_\_ No \_\_\_\_\_ (For Resident Pakistan)

Email Verification : Yes \_\_\_\_\_ No \_\_\_\_\_ (For Non-Resident Pakistan)

Mobile Verification : Yes \_\_\_\_\_ No \_\_\_\_\_

IBAN Verification : Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Account Opening : \_\_\_\_\_

Client Trading Account Number : \_\_\_\_\_

CDC Sub Account Number : \_\_\_\_\_

### Optimus Capital Management (Pvt.) Ltd.

Plot No. 13-C, Stadium Lane 2, DHA Phase V, Stadium Commercial Area 5, Karachi.  
PABX: +92 (21) 3529 6888, Fax: +92 (21) 3529 6924 - 3529 6957, Website: [www.optimustrade.pk](http://www.optimustrade.pk)

**REQUIRED LIST OF DOCUMENTS / INFORMATION (INDIVIDUAL)**

1. Unique KYC Number (UKN). In case you have already obtained UKN, duly signed attached letter on prescribed format for tagging of your UKN with our organization.
2. Attested copy of CNIC/NICOP/Passport of Applicants /Joint applicants / Nominee (s) / Attorney (as the case may be)
3. Biometric / OTP verification from account holders.
4. Proof of mailing/permanent address   
  
**Note:** In case the address provided is same as in CNIC, no additional document is mandatory. In other cases, any of the following documents shall be required: e.g. copy of Utility bills; rental agreement; insurance policy, bank statement, NTN certificate, mobile bills document considered acceptable by CKO.
5. Employer Details (for salaried persons).   
  
 Note: Copy of service card or any other acceptable evidence of service, such as certificate from the employer.
6. Evidence of source of income (salary slip for salaried person, wealth statement for businessmen and retired persons)
7. Name and CNIC of Ultimate beneficial owner of funds. (Where client does not have its own source of income like housewife, students, minor etc)
8. In case of house wife, students, minors or any person who do not have their own source of income, proof of income (as mentioned in point 4 & 5) of their beneficial owner is required.
9. Proof of business for self-employed persons. (Like Form A/29, Audited financials, latest tax return)
10. Copy of NTN Certificate, where applicable
11. Valid mobile number (in the name of client) and email address.
12. IBAN number.
13. CNIC/NICOP expiry date.
14. For those clients who opted on Muslim zakat non-deductible option, updated Zakat declaration (Form CZ-50) on stamp paper for both main account holder and joint account holder. In case of photocopy, original attestation is required on photocopy.
15. Details of nominee / successor (only blood relative / spouse of principal account holder)
16. Risk disclosure document signed by account holder and joint account holders.
17. Undertaking for Politically Exposed Person (PEP) and Proscribed Person signed by applicant and joint applicant(s)
- **Please note that resident individual clients will receive a confirmation SMS from NCCPL's number 9646 on his/her registered mobile number. Client shall provide his/her confirmation by typing "Y" in reply to this SMS. Non-resident individuals will receive confirmation request through email from NCCPL on his/her provided valid email id.**   
**Reply of Confirmation by client to NCCPL is a mandatory requirement without which UKN will not be issued by NCCPL.**
- **Non-resident and foreign clients shall submit the documents duly attested by the Consul General of Pakistan having jurisdiction over the Customer or notarized by notary public in the country where applicant resides.**
- In case of managing funds (discretionary/non-discretionary) on behalf of guardian / minor, documents/agreements are also required.
- Payment must be made through cheque in favour of Optimus Capital Management (Pvt) Ltd.
- Cash payments are strictly prohibited.
- Any correction must be signed by main applicant / joint applicant (as applicable)

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TREC Holder Code Number: 008  
NTN: 3005515-6 / STN: S3005515-6  
Security Broker Registration Number: 12732  
CDS Participant ID: 12732  
Research Entity # REP-107

(Form to be filled preferably in BLOCK LETTERS)

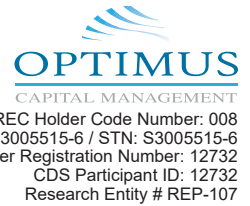
**KNOW YOUR CUSTOMER (KYC) APPLICATION FORM**  
(To be also used for Online Account Opening with AI)

**INDIVIDUAL**

A. IDENTITY DETAILS OF APPLICANT								
<b>1. Full name of Applicant</b> <i>(As per CNIC/SNIC/NICOP/ARC/POC/Passport) Mr. / Mrs. / Ms.</i>								
<b>2. Father's / Husband's Name:</b>								
<b>3. a. Nationality:</b>	<b>b. Marital status:</b> <input type="checkbox"/> Single <input type="checkbox"/> Married		<b>c. Status:</b> <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident					
<b>4. a. CNIC/ SNIC/NICOP/ARC/POC No:</b>								
<b>b. Expiry date:</b>								
<b>5. Passport details:</b> <i>(For a foreigner or a non-resident Pakistani)</i>	Passport Number:		Place of Issue:					
	Date of Issue:		Date of Expiry:					
<b>6. Date of Birth</b>								
B. ADDRESS DETAILS OF APPLICANT								
<b>1. (a) Mailing Address:</b> <i>(Address should be different from authorized intermediary business address except for employees of authorized intermediary)</i>								
		City/Town/Village:	Province/State:	Country:				
(b) Tel. (Off.):*	(c) Tel. (Res.):*	(d) Mobile**:	(e) Email**:	(f) Fax*:				
<b>(g) Specify the proof of address submitted for mailing address^:</b>								
<b>2. (a) Permanent Address:</b> <i>(if different from above or overseas address, mandatory for Non-Resident Applicant)</i>								
		City/Town/Village:	Province/State:	Country:				
(b) Tel. (Off.):*	(c) Tel. (Res.):*	(d) Mobile:	(e) Fax*:	(f) Email (If any):				
<b>(g) Specify the proof of address submitted for permanent address^:</b>								
C. OTHER DETAILS								
<b>1. Gross Annual Income Details (please specify):</b> <input type="checkbox"/> Below Rs. 100,000 <input type="checkbox"/> Rs. 100,001 - Rs. 250,000 <input type="checkbox"/> Rs. 250,001 - Rs. 500,000 <input type="checkbox"/> Rs. 500,001 - Rs. 1,000,000 <input type="checkbox"/> Rs. 1,000,001 - Rs. 2,500,000 <input type="checkbox"/> Above Rs 2,500,000								
<b>2. Source of Income:</b>								
<b>3. Shareholder's/ Unit Holder's Category: INDIVIDUAL</b>								
<b>4. (a) Occupation:</b> <i>[Please tick (✓) the appropriate box]</i>	<input type="checkbox"/>	Agriculturist	<input type="checkbox"/>	Business	<input type="checkbox"/>	Housewife	<input type="checkbox"/>	Household
	<input type="checkbox"/>	Retired Person	<input type="checkbox"/>	Student	<input type="checkbox"/>	Business Executive	<input type="checkbox"/>	Industrialist
	<input type="checkbox"/>	Professional	<input type="checkbox"/>	Service	<input type="checkbox"/>	Govt./Public Sector	<input type="checkbox"/>	Others (Specify)
<b>(b) Name of Employer / Business:</b> <i>(Include symbol if employer listed company)</i>			<b>(c) Job Title / Designation:</b>		<b>(d) Department:</b>			
<b>(e) Address of Employer/Business:</b>								
D. BANK DETAILS***								
Bank Name:				IBAN No:				
Branch Name:				Branch Address:				
E. DECLARATION								
I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I 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 am aware that I may be held liable for it.								
I 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 by the Authorized Intermediary at the time of filing of this KYC Application Form.								
I hereby acknowledge that I was informed by the Authorized 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 have no doubt or concern that the terms and conditions shared with me by the Authorized Intermediary are any different from the ones specified in CKO Regulations, 2017 and available on CKO's website.								
<b>X</b> Signature of the Applicant	Date: _____ (dd/mm/yyyy)			<b>X</b> Signature of the Applicant	as per CNIC/SNIC/NICOP/ARC/POC/Passport No. (Only applicable if Applicant signature is different)			

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### FOR OFFICE USE ONLY

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

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal/Stamp of the Authorized Intermediary

\* Optional

\*\* For NICOP/ARC/POC/Passport, Email is mandatory and Mobile Number is Optional. Whereas for CNIC/SNIC, Mobile Number is Mandatory and Email is Optional. In case of SNIC where country of stay is not Pakistan, email will be mandatory.

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

ANNEXURE

### 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.
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.

\* The terms and conditions will be part of the Online Account Form for Individual Pakistani Customers.

X

\_\_\_\_\_  
Signature of the Authorized Person

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**CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS**

For official use of the Participant/TRE Certificate Holder only

Application Form No.	TRE Certificate No.	008	Securities Broker Registration No.	12732	CDS Participant ID	12732
Sub-Account No.	Trading Account No. <small>(Back-office ID) (if applicable)</small>		Investor Account No.			

(Please Also Fill KYC APPLICATION FORM for Main and Joint Applicants)  
 (Please use BLOCK LETTERS to fill the form)

Nature of Account	Single	Joint
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I/We hereby apply for opening of my/our following account [please tick (✓) only one relevant box] with Optimus Capital Management (Pvt.) Limited.

- 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 MAIN APPLICANT (The information should be same as provided in the KYC Application Form)**

1. Full name of Applicant MR. / MRS. / MS. <small>(As per CNIC/SNIC/NICOP/ARC/POC/Passport)</small>											
UKN No.											
2. CNIC	SNIC	NICOP									
POC	ARC	Passport No.									
<small>[Please tick (✓) appropriate box]</small>											
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney. However, Attorney shall not be a Participant/TRE Certificate Holder or its Director or Representative. Where Contact Person is the Main Applicant or any of the Joint Applicants, please tick (✓) the appropriate box (a) below and use the contact details of such Contact Person as provided in the KYC Application Form of CDS. Where Contact Person is an Attorney, please provide details in (a) to (i) below]											
(a) Contact Person: Main Applicant <input type="checkbox"/> Joint Applicant No. 1 <input type="checkbox"/> Joint Applicant No. 2 <input type="checkbox"/> Joint Applicant No. 3 <input type="checkbox"/> Attorney <input type="checkbox"/>											
(b) Attorney Name: MR. / MRS. / MS.											
(c) Mailing Address:											
(d) CNIC											
POC	SNIC	NICOP									
ARC	Passport No.										
<small>[Please tick (✓) appropriate box]</small>											
(e) Expiry date of CNIC/SNIC/NICOP/ARC/POC:      D D / M M / Y Y Y Y											
(f) Passport details: <small>(For a foreigner)</small>		Passport Number:						Date of Issue:			
		Place of Issue:						Date of Expiry:			
(g) Contact No:											
• Land Line No. (optional)						(h) Fax: (optional)					
• Local Mobile No. (*)						(i) Email: (*)					

\*Where the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Contact Person is a non-resident, email address shall be provided for eAlert / eStatement from CDC as a mandatory requirement. In case the Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is subscribed under the CDC access.

4. Permanent address: (The Address should be of the Main Applicant) Please use the details as provide in the KYC Application Form and enter the same in the CDS.

**B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S)** (The information should be same as provided in the KYC Application Form Complete details of Joint Holders shall be fetched from the Central Portal / KIS)

**JOINT APPLICANT NO. 1**

**1. Full name of Applicant MR. / MRS. / MS.**  
(As per CNIC/SNIC/NICOP/ARC/POC/Passport)

**UKN No.**

2. CNIC  SNIC  NICOP   
 POC  ARC  Passport No.

[Please tick (✓) appropriate box]

**JOINT APPLICANT NO. 2**

**1. Full name of Applicant MR. / MRS. / MS.**  
(As per CNIC/SNIC/NICOP/ARC/POC/Passport)

**UKN No.**

2. CNIC  SNIC  NICOP   
 POC  ARC  Passport No.

[Please tick (✓) appropriate box]

**JOINT APPLICANT NO. 3**

**1. Full name of Applicant MR. / MRS. / MS.**  
(As per CNIC/SNIC/NICOP/ARC/POC/Passport)

**UKN No.**

2. CNIC  SNIC  NICOP   
 POC  ARC  Passport No.

[Please tick (✓) appropriate box]

**C. OTHER ACCOUNT LEVEL INFORMATION**

**1. Bank Details:** The bank account information of the Main Applicant as provided in the KYC Application Form shall be used.

**2. Residential Status:** The Resident Status of the Main Applicant as provided in the KYC Application Form shall be used.

**3. Basis of Remittance** [Please tick (✓) the appropriate box]

	Repatriable	Non-Repatriable
Non-resident Pakistani	<input type="checkbox"/>	<input type="checkbox"/>
Foreigner/Pakistani Origin	<input type="checkbox"/>	<input type="checkbox"/>

**4. Zakat Status:**  
 [If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by all the Applicant(s) with the concerned Participant/TREC Holder / Investor Account holder.] Non-Muslims shall submit an affidavit.

Please tick (✓) the appropriate box

<input type="checkbox"/>	Muslim Zakat deductible
<input type="checkbox"/>	Muslim Zakat non-deductible
<input type="checkbox"/>	Not Applicable

**5. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account.)**  
 [Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Investor Account Holder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]

**(a) Name of Nominee:**

**(b) Relationship with Main Applicant:** [Please tick (✓) appropriate box]

<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother	<input type="checkbox"/>	Daughter
<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son		

**(c) CNIC**  **SNIC**  **NICOP**   
**ARC**  **POC No.**

[Please tick (✓) appropriate box]

**(d) Expiry date of CNIC/SNIC/NICOP/ARC/POC:**

**(e) Passport details:**  
 (In case of a foreigner or a Pakistani origin)

<b>Passport Number</b>
<b>Place of Issue:</b>
<b>Date of Issue:</b>
<b>Date of Expiry:</b>

**D. CDC access:** CDC Provides **FREE OF COST** services under CDC access whereby Sub-account holders/investor-Account holders can have real time access to their account related information.

**1. Do you wish to subscribe to free of cost IVR/Web Service?** [Please tick (✓) the appropriate box]

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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**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:**

**E. 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 my/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 my/our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;
- For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
- Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;
- Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance with the CDC Regulations from time to time;
- For the recovery of any charges or losses against any or all of the above transactions carried out by me/us or services availed and/or
- Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

Specific authority on each occasion shall be given by me/us to the Participant for handling of Book-entry Securities beneficially owned by me/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 Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/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			
1. Signatory(ies) to give instruction to the Participant/TRE Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account.  <i>(Please specify Investor account, sub-account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
	(a)		
(b)			X
(c)			X
(d)			X
2. Investor Account/Sub-Account Operating Instructions in writing: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly (Either or Survivor)	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Trading Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

G. SIGNATURES		
Name of Applicant:	Date: Place:	Signature:  X
Name of Joint Applicant No 1:	Date: Place:	Signature:  X
Name of Joint Applicant No 2:	Date: Place:	Signature:  X
Name of Joint Applicant No 3:	Date: Place:	Signature:  X

I/we hereby agree to admit the Applicant(s) as the Investor Account holder(s)/Sub-Account Holder(s) 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: <b>Optimus Capital Management (Pvt.) Ltd.</b>		Date:	
Participant's/TREC Holder's Seal & Signature:			
Witnesses:			
1. Name:			
Signature:	CNIC No:		
2. Name:			
Signature:	CNIC No:		

**Enclosures\*:**

1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).
2. Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).
3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.
4. Terms and Conditions of relevant service provider, as applicable.
5. 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 Pakistan having jurisdiction over the Applicant(s)

<b>H. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY</b>			
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:			
Investor Account/Sub-Account/Trading Account opened by:			
Saved by:		Posted by:	
Signature	Date:	Signature:	Date:
Remarks: (if any)			

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Application No:	Date of receipt:
I/We hereby confirm and acknowledge the receipt of duly filled and signed Customer Relationship Form from the following Applicant:	
[Insert Name of Applicant(s)]	Participant's / TREC Holder Seal & Signature:
1.	
2.	
3.	
4.	



**TERMS AND CONDITIONS**

Annexure A

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

**DECLARATION & UNDERTAKING**

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

- a) I/We am/are not minor(s);
- 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 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 Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other terms and conditions provided to me/us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may 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;
- 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 operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

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

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

Signatures:

X \_\_\_\_\_

Main Applicant                      Joint Applicant 1                      Joint Applicant 2                      Joint Applicant 3                      Participant/TREC Holder

**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 his/her Sub-Account.
12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
13. The Securities Broker/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 (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
5. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

**TERMS AND CONDITIONS FOR TRADING ACCOUNT**

1. In case any dispute in connection with the Transaction between the Securities Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on PSX's website accessible to Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account and shall distribute profit to the Customers out of total profit offered by bank(s) on such funds, unless specified otherwise in writing by the Customer.
4. The Securities Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
  - a. Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - b. Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers;
  - c. Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Securities Brokers.
5. The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - (a) Recognized courier service;
  - (b) Registered Post at given correspondence address;
  - (c) Facsimile number provided on the Form;
  - (d) By hand subject to receipt/acknowledgement; or
  - (e) Email provided on the Form in case of Electronic Contract Note.

All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.

6. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
7. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
8. The Customer is aware that in the event of his/her non- payment on settlement day against securities bought on his/her account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
9. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities Broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
10. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
11. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

## ADDITIONAL TERMS AND CONDITIONS

The Account Holder(s) and Optimus Capital Management (Pvt) Ltd. ("the Broker") hereby mutually agree to the following Additional Terms and Conditions as part of the Special Terms and Conditions contained in the Equity Trading Customer Relationship Form (CRF) executed between the Broker and the Account Holder(s)

### A. Online Trading

1. Online trading facility may be allowed to the Account Holder(s) only at the discretion of the Broker, if the Account Holder(s) meet with the criteria developed by the Broker.

2. The Broker shall be authorized to act on the instructions of the Account Holder(s) received through the Trading Terminal. The Broker shall provide confirmations of the executed transactions by e-mail and may send written confirmation of 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 Clauses of the Special Terms and Conditions contained in the Customer Relationship Form (CRF).

3. The Broker shall provide the confirmations of the executed transactions to the Account Holder(s) at the above stated address and / or by e-mail address or by courier service or by registered post or by hand against acknowledgement at the address received as given by the Account Holder(s) in the Customer Relationship Form (CRF). In case of change of any address or e-mail address, the Account Holder(s) shall communicate the same in writing to the Broker. Such change shall be binding on the Broker only after the same is acknowledged in writing by the Broker,

4. Online trading will be permitted through Optimus Trade, a Division of the Broker (Optimus Capital Management (Pvt) Limited) which will act as the Broker for the purpose of buying, selling and trading in securities, at the Karachi Stock Exchange (Online Exchange) and wherever the term Optimus Trade is used in these Additional terms and conditions for Online Trading, it shall deem to mean the Broker.

5. A Password or (Personal Identification Number) PIN will be issued to the Account Holder(s) by Optimus Trade as the Account Holder(s) Personal Identification Number or Code to enable the Account Holder(s) to have an access to and use this Account for Online Trading. The Password/PIN may be communicated through e-mail or through any courier as and how the Account Holder(s) may request at his/her/their/its own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person,

6. Optimus Trade may electronically transfer delivery of confirmations, statements and other notices in connection with Electronic/Online Trading. It shall be the responsibility of the Account Holder(s) to review upon receipt or transmission of emails, confirmation statements, notices margin and maintenance calls.

7. The Account Holder(s) understand(s) that every transaction executed on an Exchange may be subject to taxes, duties levies and charges of the pertinent Exchange as may be applicable from time to time. The Broker is hereby authorized to collect such taxes, duties, levies or charges from Account Holder(s) in accordance with the relevant laws and the rules or regulations of such Exchange. The Account Holder(s) further agree to bear the cost of settlement, deferment, as charged under rules on any Exchange and reimburse the Broker with its the financial cost associated with the deferment by Account Holder(s) of settlement until final settlement.

8. Margin deposit, as communicated to Account Holder(s) by the Broker, in cash or in marketable securities shall be acceptable to the Broker (Acceptable Securities are subject to discount percentage for margin calculation purpose and change from time to time at the discretion of the Broker). The security/margin deposit shall be lien marked/pledged as the case may be, in favor of the Broker against the open position(s) of the Account Holder(s). It shall be binding on the Account Holder(s) to remove any shortfalls in the required margin deposit as and when they arise.

9. Optimus Trade may at any time and from time to time require Additional Margin in the Account (in cash or Securities) before executing any Orders or undertaking any transactions through Online Trading Facility on account of the Account Holder(s). The amount and timing may vary depending on factors solely at Optimus Trade's discretion. Optimus Trade shall have the right to liquidate the Account

10. Holder(s)' trading position(s) may be squared on twenty four hours' notice if the Account Margin is insufficient at any time.

11. Without prejudice to any other rights of Broker under the Special Terms and Conditions contained in the Customer Relationship Form (CRF), if the Account Holder(s) (or its Authorized Person) has failed to deliver, pay for or accept delivery of securities purchased or sold by the Broker, the Broker may at the Account Holder(s) cost and expense and by prior notice to the Account Holder(s) (or its Authorized Person) in any manner sell or realize the purchased Securities, or cancel any open orders left by the Account Holder(s) with the Broker. The Broker may also withdraw securities held as margin from CDS account of the Account Holder(s) maintained with the Broker and sell or realize these at the Stock Exchange to recover any amount or outstanding balance due from the Account Holder(s). Any remainder of amount due from the Account Holder(s) after the sale of the securities shall be paid by the Account Holder(s), and the Account Holder(s) agrees to pay the remainder and reimburse the Broker associated financial cost until the settlement of the remainder amount.

12. Unless the Account Holder(s) give(s) specific Instructions to the Broker to the contrary, the Account Holder(s) acknowledge(s) that all orders are good for the day only and that they will lapse at the end of the official trading day of the Exchanges in-respect of which they are given whether in Pakistan or elsewhere.

13. The Account Holder(s) undertakes to promptly notify the Broker, in writing, of any change in the list of Authorized Person(s) or as to the particulars of the Authorized Person(s) as set out in the Customer Relationship Form (CRF). No change thereto shall be effective, until such time as the Broker is so notified orally or in writing.

14. The Broker may disclose information regarding the Account Holder(s) dealings to any competent authority under the Laws of Pakistan and any government, government department or agency or Exchanges to whom the Broker is legally obliged, in its sole discretion exercised reasonably, to so disclose, upon request, whether or not such request is enforceable, and the Broker will not be liable in any way to the Account Holder(s) for so doing provided that the Broker informs the Account Holder(s) for so doing.

15. The Account Holder(s) hereby agree(s) to indemnify and keep(s) the Broker and its directors, officers and agents fully indemnified against any cost, claims, liabilities and whether delivered by mail, email or electronic terminals at its own discretion. If the Password / PIN is/are disclosed to any third party, the Account Holder(s) shall immediately notify the same to Optimus Trade. The Account Holder(s) will immediately notify Optimus Trade of any loss, theft or unauthorized use of his/her/their/its account number and Password/PIN and upon receipt of such notice or intimation, Optimus Trade may at its discretion stop the Online Trading by the Account Holder(s) until the Account Holder(s) issue(s) fresh instructions for operation at their/his/ her/its risk. The Account Holder(s) shall immediately notify any change in his/her/its/their email or other address as mentioned in the Application Form.

16. All risks connected and involved with Electronic/Online Trading will be deemed to have been fully assumed by the Account Holder(s). Neither the Broker or any of its directors or officers will be responsible or liable in any manner whatsoever for any losses or damages that may be suffered by the Account Holder(s), including those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, breakdown of Broker's system and other third-party service breakdown, system error whether software -related or hardware-related and piracy of the Account Holder(s) information and affairs by unscrupulous persons.

17. Optimus Trade may decide at its discretion upon twenty four hours' notice to square up the Account Holder(s) Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.

18. In case of any other instructions including (i) change of postal address, (ii) email address and/or (iii) PIN Code, written request along with signature of Account Holder and Joint Account Holder (if any) are mandatory.

19. For Online Trading, acceptable mode of communication between the Account Holder(s) and the Broker shall be through e-mail, which is the medium agreed between the Account Holder(s) and the Broker. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, shall be further at a liberty to record, tape or in any other manner store telephonic conversation with the Account Holder(s). Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.

### B. Futures Market Trading

1. Trading in Futures Contracts will be subject to the rules and regulations governing Deliverable Futures Contract of the Exchange, including any notices, instructions, circulars and decisions of the Governing Board of the Exchange.

2. The Account Holder shall place with the Broker an additional margin of \_\_\_ % to undertake any transactions in Futures, including Provisional Trading under Futures Contracts. The margin shall be payable in cash and the balance in shape of shares/securities acceptable to the Broker and the Exchange. Provided semi-autonomous bodies, Federal, Provincial and Local Governments and statutory bodies, which are traded on or purchased or sold at the Stock Exchange (the Exchange) and in particular, the Book Entry Securities, as defined under the Central Depositories Act. 1997.

3. The Broker shall have the discretion to increase the quantum of the margin requirement as well as the cash component of the margin, whether at its own discretion or otherwise as may be prescribed by the Exchange from time to time so as to cover all exposures. The margin for trading in Futures shall be in addition to the normal margin required to be placed by the Account Holder(s) with the Broker in accordance with the Special instructions from exchange.

4. While acting on the instructions of Account Holder(s), the Broker shall be entitled to rely on the information pertaining to the entitled and authorized to purchase, invest in, sell, exchange, dispose of, deal in and engaged in transactions in securities, for the Account Holder(s). However the Broker shall have the right, in its absolute discretion and by giving valid reason not to accept or act upon any such instruction. The Broker may refuse to trade; execute any buy/sell or both orders including instructions for rollover of trades/carryover of trades.

5. Instructions given by any Authorized Person(s) shall be binding on the Account Holder(s) in all respects. The Broker is entitled to rely upon any Instructions given by or which appear to have been duly authorized by the Account Holder(s) and the Account Holder(s) shall be bound by transactions effectuated by the Broker based on such instructions. However, the Broker shall have the discretion but shall not be bound to seek confirmation from the Account Holder(s). In case of any doubts as to the authenticity of such instructions, the Broker shall have the right to seek confirmation from the Account Holder(s) before acting upon any instructions and the Account Holder(s) undertake(s) with the Broker to promptly confirm or reject the same in writing.

6. The Broker shall make all reasonable endeavors to execute orders of the Account Holder(s) but does not guarantee that such transactions shall materialize best execution in respect of its dealings for the Account Holder(s). The Account Holder(s) agree(s) that the Broker shall not be under any liability for any loss arising by reason of the Broker being unable to execute any order of the Account Holder(s) or for any loss unless such loss occurs due to the willful default of any of the Broker's employee or agents.

7. In consideration of the Broker carrying out any Transaction, pursuant to Instructions received by the Broker from the Account Holder(s), the Account Holder(s) agree(s) to pay the Broker such commissions at such rates on such basis as the Broker may from time to time advise to the Account Holder(s) either orally or in writing before that transaction as being the applicable commissions payable and agreed by the Account Holder(s). The Broker is hereby authorized to collect any levies or charges from the Account Holder(s) incurred by the Broker in carrying out and/or in settlement of Transactions, in accordance with the rules and regulations of the Exchange.

8. In case the Account Holder(s) fails to pay any amount due on or before the due date specified or notified to the Account Holder(s), the Broker shall have the right to claim liquidated damages not by way of penalty or financing up to current KIBOR + Spread prorated for each day of delay in payment by the Account Holder(s) as compensation for financial loss. The Account Holder(s) shall be liable to make such payment without prejudice to any other legal or contractual rights of the Broker, including the Broker's rights and remedies under the Special Terms and Conditions.

9. The Broker may use voice-recording procedures in connection with any communication with any Account Holder(s) or in order to record or verify instructions from the Account Holder(s) and/or any Authorized Person (s).

10. Any voice recording made by the Broker shall constitute evidence of the communication so recorded and may be used in case of dispute and Account Holder(s) agrees to accept the accuracy and reliability and consequences of such recorded communication. Statement shall be deemed conclusively accepted by the Account Holder(s).

11. In case of Sales under Futures Contracts, the Account Holder(s) undertake(s) to provide delivery of securities before the Settlement of the contract.

12. The Account Holder(s) further unconditionally undertake(s) to timely pay the differential amount as and when called by the Exchange through declarations of special clearings.

### C. Margin Trading / Margin Financing

1. Margin Financing, Margin Trading, Securities Lending and Borrowing and Pledging of Securities on account of the Account Holder shall be governed by the Securities (Leveraged Markets and Pledging) Rules, 2011 ("the said Rules") and any amendments thereto or substitution thereof from time to time.

2. The Margin Trading / Financing shall be carried out by the Account Holder(s) only in securities approved by the Commission from time to time.

3. The margins to be maintained by the Account Holder(s) in the Account shall be in accordance with regulations for the purpose of Margin Trading / Margin Financing. If as a result of market fluctuations, the margin falls below the maintenance requirement level of, the Account Holder(s) shall deposit additional cash to meet the shortfall and if the Account Holder(s) fail(s) to deposit additional cash, the Broker shall have the right to give a margin call in writing or by e-mail or by fax or by courier or by hand delivery.

4. If the Account Holder(s) fail(s) to deposit additional cash as a margin within one business day of the margin call, the Broker shall have absolute discretion on one business day notice to the Account Holder(s) to liquidate his/her/their/its margin account, including the securities deposited or purchased and carried in such account, on which the Broker shall have a lien, to the extent that the margin is maintained at the required level. In such an event, the Broker shall have the authority on best effort basis to sell or dispose of any or all the collateral securities in any lawful manner in order to meet the margin requirements mentioned above.

5. The Account Holder(s) hereby agree(s) that these Additional Terms and Conditions shall be in addition to and not in derogation of the Special Terms and Condition contained in the Customer Relationship Form (CRF), subject to the provisions of the said Rules (Securities (Leveraged Markets and Pledging) Rules, 2011) and the rules, regulations and directions of National Clearing Company of Pakistan Limited, Central Depository Company and the Karachi Stock Exchange (Guarantee) Limited as may be amended or substituted from time to time. The above referred rules and regulations as are in force with such amendments as may be made from time to time along with any directions that may be issued by any regulators shall be fully binding on both the Broker and the Account Holder(s) and shall prevail over the above additional terms and conditions.

### D. General Conditions

1. The term "securities" shall include all securities as defined under the Securities and Exchange Ordinance, 1969, including shares of listed public companies, Modaraba Certificates, Term Finance Certificates (TFCs), bearer and registered Bonds, including Federal Investment Bonds, Foreign Currency Bonds, etc., Certificates of Investments, Mutual Fund Certificates, Units issued by NIT and other Assets Management Companies, Certificates issued by Closed-end Funds, Treasury Bills and all other kinds of securities and instruments, both debt based as well as equity based, issued by companies, corporations, autonomous and expenses arising out of any breach by the Account Holder(s) of any of his/her/their/its obligations to the Broker.

2. The Broker shall not be liable for any errors or omissions or mistakes appearing in any listing of investments annexed to any Cost Bill/Proceeds Bill or for any consequences thereof, whether the Securities/investments are dealt with through a central depository system or otherwise.

3. The Broker shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or member of any Exchange or their respective Account Holder(s) or agents and the Securities shall be purchased or sold at the sole risk of the Account Holder(s) with no obligation on the part of the Broker.

4. In the event that the Account Holder(s) requests the Broker to apply for Securities in a new issue of Securities to be listed on the Exchange, the Account Holder(s) acknowledge that the same shall be subject to the terms and conditions announced by the issuer and the applicable laws, rules and regulations.

5. Either party may terminate the Account Holder(s)/Broker relationship at any time by giving fifteen days (15) written notice to the other party provided that such termination shall not affect the validity of any act performed or liability incurred by the Broker on behalf of the Account Holder(s) prior to such termination which acts or liabilities shall be binding on the Account Holder(s) in all respects in accordance with the terms of these terms and conditions.

6. These Terms and Conditions shall be binding upon the parties hereto and in case of individuals, the same shall be binding upon their respective legal heirs, legal representatives and executors, and in case of corporate entities, the same shall be binding on their successors-in-interest and permitted assigns. Neither party may at any time, assign or transfer its/his/her/ their rights and /or obligations whether in whole or in part, without obtaining prior specific approval in writing from the other parties.

7. All the Special Terms and Conditions of the Customer Relationship Form (CRF) shall remain unchanged and in full force and effect and the Additional Terms and Conditions contained above, are supplemental to and not in derogation thereof.

Signatures:

X

\_\_\_\_\_  
Main Applicant

\_\_\_\_\_  
Joint Applicant 1

\_\_\_\_\_  
Joint Applicant 2

\_\_\_\_\_  
Joint Applicant 3

\_\_\_\_\_  
Participant/TREC Holder

**Main Applicant:****UNDERTAKING FOR FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

Name: \_\_\_\_\_ Country of Residence: \_\_\_\_\_ Country of Birth: \_\_\_\_\_

**Please confirm the following:**

	Yes	No
Are you a U.S. Resident	___	___
Are you a U.S. Citizen	___	___
Do you hold a U.S. Permanent Resident Card (Green Card)	___	___
Are you a Resident / Citizen of any other country (Please specify)	___	_____
Are you Dual National (Please specify what nationality do you hold)	___	_____
Are you a Resident of any country other than Pakistan (Please specify)	___	_____
Do you have any tax obligation in a country other than Pakistan	___	_____

(Note: If "YES" then please specify the list of countries along with its respective tax number, Social Security Number, or local equivalent.)

Are you a U.S. Owned Entity/any other country (Please specify) \_\_\_\_\_

I/We hereby confirm the information provided above is true, accurate and complete.

I/We hereby provide my/our consent to TREC Holder or any of its associates/affiliates including branches (collectively "the Broker") to disclose and furnish and share information pertaining to my/our account to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

I/We also authorize the Broker to deduct withholding tax from my/our account when required to do so by domestic or overseas regulators or tax authorities or pay out, from my/our account(s) such amounts as may be required according to applicable laws, rules, regulations, agreements with regulators or authorities and directives (both local and international).

I/We shall indemnify and hold the Broker harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Broker disclosing, furnishing and sharing any information pertaining to my/our trading account with any domestic or overseas regulators or tax authorities.

I/We agree and undertake to notify the Broker within thirty (30) calendar days if there is a change in any information which I/We have provided to the Broker.

X \_\_\_\_\_  
Customer Signature

\* Applicability of this form depends on the information being captured by Brokers through their Customer Relationship Forms / KYC Forms and IT systems. Professional advice must be sought before making any changes to your AOFs / KYC forms / IT systems.

**Joint Applicant:****UNDERTAKING FOR FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

Name: \_\_\_\_\_ Country of Residence: \_\_\_\_\_ Country of Birth: \_\_\_\_\_

**Please confirm the following:**

	Yes	No
Are you a U.S. Resident	___	___
Are you a U.S. Citizen	___	___
Do you hold a U.S. Permanent Resident Card (Green Card)	___	___
Are you a Resident / Citizen of any other country (Please specify)	___	_____
Are you Dual National (Please specify what nationality do you hold)	___	_____
Are you a Resident of any country other than Pakistan (Please specify)	___	_____
Do you have any tax obligation in a country other than Pakistan	___	_____

(Note: If "YES" then please specify the list of countries along with its respective tax number, Social Security Number, or local equivalent.)

Are you a U.S. Owned Entity/any other country (Please specify) \_\_\_\_\_

I/We hereby confirm the information provided above is true, accurate and complete.

I/We hereby provide my/our consent to TREC Holder or any of its associates/affiliates including branches (collectively "the Broker") to disclose and furnish and share information pertaining to my/our account to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

I/We also authorize the Broker to deduct withholding tax from my/our account when required to do so by domestic or overseas regulators or tax authorities or pay out, from my/our account(s) such amounts as may be required according to applicable laws, rules, regulations, agreements with regulators or authorities and directives (both local and international).

I/We shall indemnify and hold the Broker harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Broker disclosing, furnishing and sharing any information pertaining to my/our trading account with any domestic or overseas regulators or tax authorities.

I/We agree and undertake to notify the Broker within thirty (30) calendar days if there is a change in any information which I/We have provided to the Broker.

X \_\_\_\_\_  
Customer Signature

\* Applicability of this form depends on the information being captured by Brokers through their Customer Relationship Forms / KYC Forms and IT systems. Professional advice must be sought before making any changes to your AOFs / KYC forms / IT systems.

The Manager,  
Optimus Capital Management (Pvt.) Limited  
Plot No. 13-C, Stadium Lane 2, DHA Phase V,  
Stadium Commercial Area 5, Karachi.

( To be Typed on Rs. 200 Non Judicial Stamp Paper and Notarized )

**(Annexure 'B')**

Date : \_\_\_\_\_

**POWER OF ATTORNEY**

Dear Sir:

Reference to the Clause number 4 and 5 of the General Terms and Conditions in Customer Relationship Form to authorize any person to transact in the account by single and joint account holders on their behalf, I / We the account holder(s) hereby authorize [●] S/o. D/o. W/o. [●] holder of CNIC/NICOP/Passport Number [●] and to transact in my/our Trading Account Number [●] CDC Sub-Account Number [●] with your Company on my/our behalf.

I / We confirm that all transaction execute by the above-mentioned authorized person shall be binding upon me / us (the Account Holder (s) in all respects and shall not be disputed or challenged in any court of law or authority.

I / We undertake that in the event of termination / withdrawal of this authority, I / We shall be bound to notify in writing this effect to your Company immediately. However, all the transaction executed before the delivery of said notice shall be binding on me / us in all respects.

Account Holder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Joint Account Holder's Name-1: \_\_\_\_\_ Signature: \_\_\_\_\_  
Joint Account Holder's Name-2: \_\_\_\_\_ Signature: \_\_\_\_\_**Authorized Person:**Tel Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_\_\_\_\_\_  
Signature of Authorized Person**Witnesses 1:**Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC Number: \_\_\_\_\_**Witnesses 2:**Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC Number: \_\_\_\_\_

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TREC Holder Code Number: 008  
NTN: 3005515-6 / STN: S3005515-6  
Security Broker Registration Number: 12732  
CDS Participant ID: 12732  
Research Entity # REP-107

### RISK DISCLOSURE DOCUMENT

This Risk Disclosure document is prescribed by the Pakistan Stock Exchange Limited (PSX) under Clause 13(1) of the Securities Broker (Licensing and Operations) Regulations, 2016.

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker.

In case a customer suffers negative consequences or losses as a result of trading/investment, he/she shall be solely responsible for the same and PSX or Securities and Exchange Commission of Pakistan (SECP) shall not be held responsible/liable, in any manner whatsoever, for such negative consequences or losses.

The customers must acknowledge and accept that there can be no guaranteed profit or guaranteed return on their invested capital and under no circumstances a broker can provide customers such guarantee or fixed return on their investment in view of the fact that the prices of securities and futures contract can fall as well as rise depending on the market conditions and performance of the companies. Customers must understand that past performance is not a guide to future performance of the securities, contracts or market as a whole. In case the customers have any doubt or are unclear as to the risks/information disclosed in this document, PSX strongly recommends that such customer should seek an independent legal or financial advice in advance.

PSX neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, accuracy and adequacy of the information contained in this document as this document discloses the risks and other significant aspects of trading/investment at the minimum level. PSX does not provide or purport to provide any advice and shall not be liable to any person who enters into a business relationship with a broker based on any information contained in this document. Any information contained in this document must not be construed as business/investment advice in any manner whatsoever.

#### THE CUSTOMERS MUST BE AWARE OF AND ACQUAINTED WITH THE FOLLOWING:

##### 1. BASIC RISKS INVOLVED IN TRADING IN SECURITIES MARKET:

###### 1.1 VOLATILITY RISK:

Volatility risk is the risk of changes in the value of financial product in any direction. High volatility generally means that the values of securities/contracts can undergo dramatic upswings and/or downswings during a short period. Such a high volatility can be expected relatively more in illiquid or less frequently traded securities/contracts than in liquid or more frequently traded ones. Due to volatility, the order of a customer may not be executed or only partially executed due to rapid change in the market prices. Such volatility can also cause price uncertainty of the market orders as the price at which the order is executed can be substantially different from the last available market price or may change significantly thereafter, resulting in a real or notional loss.

###### 1.2 LIQUIDITY RISK:

Liquidity refers to the ability of market participants to buy and/or sell securities expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for customers to buy and/or sell securities swiftly and with minimal price difference and, as a result, customers are more likely to pay or receive a competitive price for their executed trades. Generally, lower liquidity can be expected in thinly traded instruments than in liquid or more frequently traded ones. As a result, order of customer may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all. Under certain market conditions, it may be difficult or impossible for the customers to liquidate a position in the market at a reasonable price, when there are no outstanding orders either on the buy side or on the sell side, or if trading is halted in a security/contract due to any reason.

###### 1.3 SPECULATIVE TRADING RISK:

Speculation involves trading of a security/contract with the expectation that it will become more valuable in a very near future. These transactions are attempted to make profit from fluctuations in the market value of securities, rather than fundamental value of a security and/or underlying attributes embodied in the securities such as dividends, bonus or any other factor(s) materially affecting the price.

Speculative trading results in an uncertain degree of gain or loss. Almost all investment activities involve speculative risks to some extent, as a customer has no idea whether an investment will be a blazing success or an utter failure.

Day trading strategy is a common example of speculative trading in which customers buy and sell the same security/derivative within the same day, such that all obligations are netted off and closed and no settlement obligations stand. The customer indulging in a day-trading strategy needs to be more vigilant and informed than the customers investing for a longer period, as market may not move during the day as the day-trader originally anticipated, resulting in a loss to them.

###### 1.4 RISK OF WIDER SPREAD:

The Bid-Ask spread is the difference between the offer price and bid price of a security/contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of a security may result in relatively wider Bid- Ask Spread. The higher Bid-Ask spread can result in greater cost to customers.

###### 1.5 RISK PERTAINING TO THE PRICE FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENT:

The corporate announcements by the issuers for the corporate actions or any other material information may affect the price of the securities. These announcements combined with relatively lower liquidity of the security may result in significant price volatility. The customers, while making any investment decision in such securities/contracts, are advised to take into account such announcements. Moreover, the customers should be cautious and vigilant in case fake rumors are circulating in the market. The Customers are advised to refrain from acting purely based on such rumors rather take well informed investment decision in light of all facts and circumstances associated with such securities and their issuers.

###### 1.6 RISK REDUCING ORDERS:

The customers can place orders for limiting the losses to certain amounts, such as Limit Orders, Stop Loss Orders, and Market Orders etc. Customers must ask their brokers for detailed understanding of these order types. Customers must acknowledge that placement of such orders for limiting losses to certain extent may not always be an effective tool due to rapid movements in the prices of securities and, as a result, such orders may not be executed.

###### 1.7 SYSTEM RISK:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day causing delay in order execution or confirmation. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

###### 1.8 SYSTEMIC RISK:

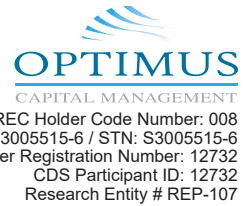
Systemic risk arises in exceptional circumstances and is the risk that the inability of one or more market participants to perform as expected will cause other participants to be unable to meet their obligations when due, thereby affecting the entire capital market.

###### 1.9 SYSTEM AND NETWORKING RISK:

Trading on the PSX is done electronically, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. All these facilities and systems are vulnerable to temporary disruption or failure, or any such other problem/glitch, which may lead to failure to establish access to the trading system/network. Such limitation may result in delay in processing or processing of buy or sell orders in part only or non-processing of orders at all. As with any financial transaction, the customer may experience losses if orders cannot be executed normally due to systems failures on the part of exchange or broker. The losses may be greater if the broker having customers' position does not have adequate back-up systems or procedures. Accordingly, the Customers are cautioned to note that although these problems may be temporary in nature, but when the customers have outstanding open positions or unexecuted orders, these limitations represent a risk because of obligations to settle all executed transactions.

# Optimus Capital Management (Pvt.) Ltd.

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Website: www.optimustrade.pk



## 1.10 RISK OF ONLINE SERVICES:

The customers who trade or intend to trade online should fully understand the potential risks associated with online trading. Online trading may not be completely secure and reliable and may cause delay in transmitting information, execution of instructions due to technological barriers. Moreover, the customer acknowledges and fully understands that he/she shall be solely responsible for any consequences arising from disclosure of the access codes and/or passwords to any third person or any unauthorized use of the access codes and/or passwords.

## 1.11 REGULATORY/LLEGAL RISK:

Government policies, rules, regulations, and procedures governing trading on the exchange are updated from time to time. Such regulatory actions and changes in the legal/regulatory ecosystem including but not limited to changes in tax/levies may alter the potential profit of an investment. Some policies of the government may be focused more on some sectors than others thereby affecting the risk and return profile of the investment of the customers in those sectors.

## 2. RISKS IN DERIVATIVE AND LEVERAGE PRODUCTS:

Derivative and leveraged trades enable the customer to take larger exposure with smaller amount of investment as margin. Such trades carry high level of risk and the customers should carefully consider whether the trading in the derivative and leveraged products is suitable for them, as it may not be suitable for all customers. The higher the degree of leverage, the greater the possibility of profit or loss it can generate in comparison with the investment involving full amount. Therefore, the customers should trade in the derivative and leveraged products in light of their experiences, objectives, financial resources and other relevant circumstances.

Derivative product namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contracts and leveraged products namely Margin Trading System, Margin Financing and Securities Lending and Borrowing are available for trading at stock exchange.

The customer transacting in the derivative and leveraged markets needs to carefully review the agreement provided by the brokers and also thoroughly read and understand the specifications, terms and conditions which may include markup rate, risk disclosures etc. There are a number of additional risks that all customers need to consider while entering into derivative and leveraged market transactions. These risks include the following:

- Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.
- All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets.
- The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses.
- Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves against his/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her account.
- The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.
- Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.
- The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract.
- Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

## 3. GENERAL:

### 3.1 ASSETS HELD WITH BROKERS:

The customer should familiarize him/herself with the measures available for protecting from the risk of misappropriation or misuse of cash and securities held with the brokers. For such purpose, he/she may opt for UIN Information System (UIS) provided by National Clearing Company of Pakistan Limited (NCCPL). The customer should also provide correct mobile number/email address in order to receive SMS/e-Alerts services being provided by the NCCPL and Central Depository Company of Pakistan Limited (CDC) on each trade and movement of their securities. Moreover, the customers should be aware of the protections given to money and securities deposited with the brokers, particularly in the event of a default by such broker or the broker's insolvency or bankruptcy. The customer recognizes that in such default/insolvency/bankruptcy scenario, the customer may recover his/her money and/or property to such extent as may be governed by relevant PSX Regulations and/or local laws in force from time to time.

### 3.2 CUSTOMERS RIGHTS AND OBLIGATIONS:

The customer must understand their rights and obligations as well as the rights and obligations of the brokers specified under the PSX Regulations and the Standardized Account Opening Form, Know Your Client Form, Standardized Sub-Account Opening Form of CDC, and Agreement(s) of Leveraged Products (Margin Trading System, Margin Financing and Securities Lending and Borrowing), where applicable, and any other applicable Rules, Regulations, Guidelines, Circulars etc. as may be issued by SECP and PSX from time to time.

- The customers should ensure that they deal through the registered branch and with the registered Agents/Traders/Representatives of the broker. The customer shall also verify such details from the website of PSX and Jamapunji (www.jamapunji.pk);
- Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;
- It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the customers. In case contract note is not issued, customer should inquire with broker immediately and in case the matter is not resolved, the same should be reported to the PSX;
- The customers should match the information as per the contract notes with the SMS/e-Alert received from CDC and/or NCCPL and may also verify from the UIS facility from the website of NCCPL.

## UNDERTAKING

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

Date: \_\_\_\_\_

X  
\_\_\_\_\_  
Main Applicant

X  
\_\_\_\_\_  
Joint Applicant

\_\_\_\_\_  
Participant/TREC Holder

**Optimus Capital Management (Pvt.) Ltd.**

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TREC Holder Code Number: 008  
 NTN: 3005515-6 / STN: S3005515-6  
 Security Broker Registration Number: 12732  
 CDS Participant ID: 12732  
 Research Entity # REP-107

**UNDERTAKING - PROSCRIBED PERSON AND POLITICALLY EXPOSED PERSON**

1. I/We any beneficial owner of mine / any person acting on my behalf or any of my connected party matches the detail in the lists of proscribed individuals and/or organisations issued through various statutory regulatory orders by following authorities and updated from time to time. Furthermore, I/We related persons mentioned above are the associate and/or facilitator of following persons.

	MAIN APPLICANT		JOINT APPLICANT	
	YES	NO	YES	NO
a. Proscribed under the united nations security council resolutions and adopted by the government of Pakistan.	_____	_____	_____	_____
b. Proscribed under the Anti Terrorism Act, 1997	_____	_____	_____	_____
c. Proscribed by National Counter Terrorism Authority	_____	_____	_____	_____
d. Proscribed by Ministry of foreign and interior affairs of Pakistan	_____	_____	_____	_____
e. Proscribed by home ministry of provincial affairs.	_____	_____	_____	_____
	YES	NO	YES	NO
2. I/We any of the beneficial owner of mine or person acting on my behalf is a politically exposed person *(PEP), family member of a PEP or close associate of a PEP. If YES, please answer following questions:	_____	_____	_____	_____
a. Relationship with PEP	<input type="checkbox"/> Myself	<input type="checkbox"/> Other. Please specify _____	<input type="checkbox"/> Myself	<input type="checkbox"/> Other. Please specify _____
b. Is the PEP a domestic or foreign person	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign Please specify the country: _____	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign Please specify the country: _____
c. Person is an existing PEP or former PEP	<input type="checkbox"/> Existing	<input type="checkbox"/> Former From (Year) _____ Since _____ Year(s) To (Year) _____	<input type="checkbox"/> Existing	<input type="checkbox"/> Former From (Year) _____ Since _____ Year(s) To (Year) _____
d. Please specify the position/designation/status/rank which makes you PEP.	_____		_____	
	_____		_____	

\*(refer below mentioned definition of PEP)

\* Politically exposed persons or “PEPs” includes-

- (i) foreign PEPs, individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials;
- (ii) domestic PEPs, individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials;
- (iii) persons who are or have been entrusted with a prominent function by an international organization, means members of senior management and members of the board or equivalent functions.

Provided that middle ranking or more junior individuals in the above referred categories are not included in the definition of PEPs;

I/We hereby confirm that the information provided above is true, accurate and complete. I/we also agree and undertake to notify the broker within 3 days if there is any change in any information which I/We have provided to Broker.

Main Applicant: \_\_\_\_\_ CNIC/NICOP #: \_\_\_\_\_ Signature: X \_\_\_\_\_

Joint Applicant: \_\_\_\_\_ CNIC/NICOP #: \_\_\_\_\_ Signature: X \_\_\_\_\_