**PROGRESSIVE INVESTMENT MANAGEMENT (PVT) LTD**

TRADING RIGHT ENTITLEMENT
Pakistan Stock Exchange Ltd.

# Account Opening Form
# INDIVIDUAL

Client's Name: _____

Trading A/C No: _____

CDC Sub-A/C No: _____

UIN Code: _____

**Corporate Office: G-9 (C), Mezzanine Floor ISE Towers, 55-B, Jinnah Avenue,** Blue Area **Islamabad. Tel: 051-2894341-43 Fax: 051-2894344 Email:** info@piml.com.pk

# PROGRESSIVE INVESTMENT MANAGEMENT (PVT) LTD

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TRE Certificate No: 420
SECP BRI No: BRI-520

# CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

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

| Nature of Account | Single | ✔ | Joint | |
|---|---|---|---|---|

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

I/We hereby apply for opening of my/our following account Holder]: [**please tick (✓) only one relevant box**]
with [insert name of the Participant/TRE Certificate

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)** _____

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

## 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 (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.** **UKN No.**

**2. CNIC** ☑ **SNIC** ☐ **NICOP** ☐ **ARC** ☐ **POC** ☐ **Passport** ☐ **No:**
*[Please tick (✓) appropriate box]*

**3. Details of Contact Person: [***Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney. However, Attorney shall not be a 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 for CDS. Where Contact Person is an Attorney, please provide details in (a) to (i) below]*

(a) Contact Person: Main Applicant ☐ Joint Applicant No. 1 ☐ Joint Applicant No. 2 ☐ Joint Applicant No. 3 ☐ Attorney ☐

(b) Attorney Name: MR. / MRS. / MS.

(c) Mailing Address:

**2. CNIC** ☑ **SNIC** ☐ **NICOP** ☐ **ARC** ☐ **POC** ☐ **Passport** ☐ **No:**
*[Please tick (✓) appropriate box]*

(e) Expiry date of CNIC//SNIC/NICOP/ARC/POC: D D / M M / Y Y Y Y

(f) Passport details: *(For a foreigner)*
Passport Number: | Place of Issue:
Date of Issue: | Date of Expiry:

| (g) Contact No:<br>• Land Line No.: (optional)<br>• Local Mobile No.(*) | (h) Fax: (optional) | (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 *e*Alert/*e*Statement 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 ***a***ccess.

| **4.** Permanent Address:<br>[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 (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.** **UKN No.**

**2. CNIC** ☐ **SNIC** ☐ **NICOP** ☐ **ARC** ☐ **POC** ☐ **Passport** ☐ **No:**
*[Please tick (✓) appropriate box]*

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**JOINT APPLICANT NO. 2**

**1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.** **UKN No.**

**2. CNIC** ☑ **SNIC** ☐ **NICOP** ☐ **ARC** ☐ **POC** ☐ **Passport** ☐ **No:**
*[Please tick (✓) appropriate box]*

**JOINT APPLICANT NO. 3**

**1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.** **UKN No.**

**2. CNIC** ☑ **SNIC** ☐ **NICOP** ☐ **ARC** ☐ **POC** ☐ **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 boxes]* | *Repatriable* | *Non-Repatriable* |
|---|---|---|
| Non-resident Pakistani | ☐ | ☐ |
| Foreigner/ Pakistani Origin | ☐ | ☐ |

**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 Accountholder]. Non-Muslims shall submit an affidavit.*

| Please tick ( ✔ ) the appropriate box | |
|---|---|
| ☐ | Muslim Zakat deductible |
| ☐ | Muslim Zakat non-deductible |
| ☐ | 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 Accountholder/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]*

| | | | | | |
|---|---|---|---|---|---|
| ☐ | Spouse | ☐ | Father | ☐ | Mother |
| ☐ | Brother | ☐ | Sister | ☐ | Son |
| ☐ | Daughter | | | | |

(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)*

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

**D. CDC *access*:** CDC provides ***FREE OF COST*** services under CDC *access* whereby Sub-account holders/Investor Accountholders 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]* | ☐ | Yes | ✔ | No |

**2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:**

(a) Date of Birth D D / M M / Y Y Y Y

(b) Mother's Maiden Name:

**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:

a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
b. For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;
c. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
d. 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;
e. 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;
f. 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
g. 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.

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**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.

| F. OPERATING INSTRUCTIONS | | | | |
|---|---|---|---|---|
| **1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account.** (*Please specify Investor account, sub- account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories*) | **Names of Signatory(ies)** | | | **Specimen Signatures** |
| | (a) | | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| **2. Investor Account/Sub-Account Operating Instructions** | ☐ | Singly (Either or Survivor) | ☐ | Attorney |
| **in writing:** [Please (✓) appropriate box] | ☐ | Jointly [any] _____ *(Please mention the relevant numbers of the signatories)* | | |
| **3. Trading Account Operating Instructions:** [Please (✓) appropriate box] | ☐ | Singly | ☐ | Attorney |
| | ☐ | Jointly [any] _____ *(Please mention the relevant numbers of the signatories)* | | |

| G. SIGNATURES | | |
|---|---|---|
| Name of Applicant: | Date:<br>Place: | Signature: |
| Name of Joint Applicant No 1: | Date:<br>Place: | Signature: |
| Name of Joint Applicant No 2: | Date:<br>Place: | Signature: |
| Name of Joint Applicant No 3: | Date:<br>Place: | Signature: |
| I/we hereby agree to admit the Applicant(s) as the Investor Accountholder(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:** Progressive Investment Management (Pvt) Ltd. | **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 & Conditions of relevant service provider, as applicable.
5. Specimen Signature Card (for Investor Accountholder(s) only)

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

| H. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY | | | | | |
|---|---|---|---|---|---|
| Particulars of Customer Relationship Form verified by : | | | | | |
| Application: | ☐ | Approved | ☐ Rejected | Signature: (Authorized signatory)/Stamp | Date: |
| Investor Account/Sub-Account no. issued: | | | | | |
| Investor Accoun**t/Sub-Account /Trading Account opened by:** | | | | | |
| Saved by: | | | | Posted by: | |
| Signature: | Date: | | | Signature: | Date: |
| Remarks: *(if any)* | | | | | |

| ACKNOWLEDGEMENT RECEIPT | |
|---|---|
| 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.** | |

# PROGRESSIVE INVESTMENT MANAGEMENT (PVT) LTD

## TRADING RIGHT ENTITLEMENT
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**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, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
6. The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
11. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from 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 constitutes the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
5. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction 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).

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***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.

# Terms & Conditions of our Brokerage House

**ORDER ENTRY**

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

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

**SETTLEMENT (Purchase / Sale Contract)**

I. In case of purchase contracts, deliveries or spot transactions will be made to the client's Sub-Account in CDC on the scheduled delivery dates mentioned in the Memorandum of confirmation of Purchase. In case of default in payment by the client. the House will sell shares/Securities of the client in the market and will be entitled to recover the loss in any form, from the client.

II. In case of spot transactions, the settlement date will be the same. As such, the client must make payment on the day of the transactions. The House will not allow any credit purchase.

III. In case of sale contract, the client shall deliver the shares/securities to the House in accordance with the terms of the Confirmation of Sale. Physical Share Certificates will not be accepted for effecting delivers unless duly verified by the relevant companies or transferred to the CDC. The House shall not be responsible for any loss or damage etc., suffered by the Client due to late delivery of Share certificates by the client or due to circumstances beyond the control of the House.

IV. The Proceeds of the share/securities sold on behalf of the client shall be paid to him/her according to the terms of Confirmation of Sale.

V. The Client will have to bear all losses in any form as result of his/her shares being squared up in the market.

VI. The member will have the right to get the order executed through any of the Stock Exchanges or through in-house client-to-client (C to C) matching deal at running market rates.

VII. The client must verify from time to time each confirmation of sale/purchase of any securities, CDC and Account balance position, sent to him through regular SMS from out company.

VIII. In case of default of payment/dues, the Account Holders may be treated as a defaulter of a financial institution or a bank.

# DISCLAIMER

We have provided our valued clients with our online trading facility with which they can easily operate their own personal accounts themselves from any where out side our offices. In case of any mistaken or faulty trading, mishandling of the accounts inability to operate the account, and technical system errors, the company will not be held responsible in any way.

They are, however, advised, in their own interests, to carry out their transactions or trading orders through their respective traders/agents instead of trying to approach the member directly.

## DECLARATION & UNDERTAKING

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

a) I/We am/are not minor(s);
b) I/We am/are of sound mind;
c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
d) I/We am/are not an undischarged insolvent;
e) I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
f) 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;
g) 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;
h) All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and
i) I/We hereby now apply for opening, maintaining, operation of /Sub-Account/Trading Account, as the case may be, with the Participant/TREC Holder.

## DISCLAIMER FOR CDC ACCESS SERVICES

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

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

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

Signatures:

| Main Applicant | Joint Applicant 1 | Joint Applicant 2 | Joint Applicant 3 | Participant/TREC Holder |
|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ |

Date:_____

# "ANNEXURE A"

## RISK DISCLOSURE DOCUMENT

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

This Risk Disclosure document is prescribed by the Pakistan Stock Exchange Limited (PSX) under Clause 13(1) of the Securities Broker (Licensing and Operations) Regulations, 2016.
This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker.
In case a customer suffers negative consequences or losses as a result of trading/investment, he/she shall be solely responsible for the same and PSX or Securities and Exchange Commission of Pakistan (SECP) shall not be held responsible/liable, in any manner whatsoever, for such negative consequences or losses.
The customers must acknowledge and accept that there can be no guaranteed profit or guaranteed return on their invested capital and under no circumstances a broker can provide customers such guarantee or fixed return on their investment in view of the fact that the prices of securities and futures contract can fall as well as rise depending on the market conditions and performance of the companies. Customers must understand that past performance is not a guide to future performance of the securities, contracts or market as a whole. In case the customers have any doubt or are unclear as to the risks/information disclosed in this document, PSX strongly recommends that such customer should seek an independent legal or financial advice in advance.
PSX neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, accuracy and adequacy of the information contained in this document as this document discloses the risks and other significant aspects of trading/investment at the minimum level. PSX does not provide or purport to provide any advice and shall not be liable to any person who enters into a business relationship with a broker based on any information contained in this document. Any information contained in this document must not be construed as business/investment advice in any manner whatsoever.

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

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

**1.1 VOLATILITY RISK:**
Volatility risk is the risk of changes in the value of financial product in any direction. High volatility generally means that the values of securities/contracts can undergo dramatic upswings and/or downswings during a short period. Such a high volatility can be expected relatively more in illiquid or less frequently traded securities/contracts than in liquid or more frequently traded one. Due to volatility, the order of a customer may not be executed or only partially executed due to rapid change in the market prices. Such volatility can also cause price uncertainty of the market orders as the price at which the order is executed can be substantially different from the last available market price or may change significantly thereafter, resulting in a real or notional loss.
**1.2 LIQUIDITY RISK:**
Liquidity refers to the ability of market participants to buy and/or sell securities expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in 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 BidAsk Spread. The higher Bid-Ask spread can result in greater cost to customers.

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

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

**1.6 RISK REDUCING ORDERS:**

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

**1.7 SYSTEM RISK:**

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

**1.8 SYSTEMIC RISK:**

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

**1.9 SYSTEM AND NETWORKING RISK:**

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

**1.10 RISK OF ONLINE SERVICES:**

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

**1.11 REGULATORY/LEGAL RISK:**

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

**2. RISKS IN DERIVATIVE AND LEVERAGE PRODUCTS:**

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

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

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

(a) Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.

(b) All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets.

(c) The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses.

(d) Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves against his/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her account.

(e) The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.

(f) Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.

(g) The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract.

(h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

**3. GENERAL:**

**3.1 ASSETS HELD WITH BROKERS:**

The customer should familiarize him/herself with the measures available for protecting from the risk of misappropriation or misuse of cash and securities held with the brokers. For such purpose, he/she may opt for UIN Information System (UIS) provided by National Clearing Company of Pakistan Limited (NCCPL). The customer should also provide correct mobile number/email address in order to receive SMS/e-Alerts services being provided by the NCCPL and Central Depository Company of Pakistan Limited (CDC) on each trade and movement of their securities.

Moreover, the customers should be aware of the protections given to money and securities deposited with the brokers, particularly in the event of a default by such broker or the broker's insolvency or bankruptcy. The customer recognizes that in such default/insolvency/bankruptcy scenario, the customer may recover his/her money and/or property to such extent as may be governed by relevant PSX Regulations and/or local laws in force from time to time.

**3.2 CUSTOMERS RIGHTS AND OBLIGATIONS:**

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

(a) The customers should ensure that they deal through the registered branch and with the registered Agents/Traders/Representatives of the broker. The customer shall also verify such details from the website of PSX and Jamapunji (www.jamapunji.pk);

(b) Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;

(c) It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the customers. In case contract note is not issued, customer should inquire with broker immediately and in case the matter is not resolved, the same should be reported to the PSX;

(d) The customers should match the information as per the contract notes with the SMS/e-Alert received from CDC and/or NCCPL and may also verify from the UIS facility from the website of NCCPL.

# UNDERTAKING

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: _____ Signature of Client _____

| Main Applicant | Joint Applicant 1 | Joint Applicant 2 | Joint Applicant 3 | Participant |
|---|---|---|---|---|

# Progressive Investment Management (Pvt) Limited

**TRADING RIGHT ENTITLEMENT**

**Pakistan Stock Exchange Ltd.**

**TRE Certificate No: 420**
**SECP BRI No: BRI-520**

## Trading Commission Structure

| Ready Market | Share Price( Rs) | Future Contract | Future Contract ( Daily Rollover) |
|---|---|---|---|
| 6 paisa/share or 0.15% of the share value whichever is higher. | 0.0000-9.9999 | 6 **(paisas)** | 2.4 **(paisas)** |
| | 10.0000-24.9999 | 10 **(paisas)** | 3.0 **(paisas)** |
| | 25.0000-49.9999 | 15 **(paisas)** | 4.0 **(paisas)** |
| | 50.0000-99.9999 | 20 **(paisas)** | 5.0 **(paisas)** |
| | 100.0000-99999.9999 | 0.15 % of traded value | 0.036% of value |

**Facilities:**

- 3 Time MTS & DFC exposure on cash
- Debit Balances not allowed

**Note :**

- The above commission structure is subject to periodic reviews and charges will be made as per business requirement.
- All charges (SECP,LAGA,NCCPL,CDCPL ,PSX and other taxable charges) Imposed by relevant Regulatory authority will be directly charged to client, As and when notified by the respective authority

_____ _____

**Main Applicant** **Joint A/C Holder -1**

_____ _____

**Joint A/C Holder-2** **Joint A/C Holder- 3**

**Registered Address**
**Corporate Office: G-9 (C), Mezzanine Floor ISE Towers, 55-B, Jinnah Avenue, Blue Area, Islamabad.**
**Tel:051-2894341-43 Fax: 051-2894344 Email: info@piml.com.pk**

# PROGRESSIVE INVESTMENT MANAGEMENT (PVT) LTD

**TRADING RIGHT ENTITLEMENT**
**Pakistan Stock Exchange Ltd.**

## FATCA Form - Individual / Joint / Sale Proprietor Account

The Foreign Account Tax Compliance Act (FATCA) is U.S. legislation enacted by US Congress to prevent offshore tax abuses by U.S. persons (including individuals and corporate). It is aimed at US persons from holding financial accounts outside U.S. to evade U.S tax liabilities. To enforce compliance FATCA requires foreign financial institutions (FFIs) like (Private) Limited to report directly to the IRS information about financial account held by U.S taxpayers (even it they hold only non-U.S. assets), or held by foreign entities in which U.S. taxpayers hold a substantial ownership interest.

To compel foreign financial institutions to disclose information about the foreign accounts of U.S, taxpayers, FATCA imposes a penalty on non-compliant foreign financial institutions of 30% withholding tax applied to payments of U.S source income gross proceeds of sales of property that could produce U.S. income and passthru payments.

(Private) Limited is required by applicable law to request certain taxpayer information from certain persons who maintain an account with it (whether such persons are U.S. taxpayers or not). Information collected will only be used for fulfil requirements under applicable law and will not be used for any other purpose.

**Section A**
This section must be completed by any individual who wishes to open or maintain an account.
Please complete this form separately for each individual of a Joint Account.

Name: _____

Country of tax residence: (Pakistan) ☐ (USA) ☐ (Other)☐ Country and City of Birth: _____

| Please tick (✓) to appropriate check box | | Documentation Required |
|---|---|---|
| 1. Are you a U.S. Resident | ☐ Yes ☑ No | If Yes, please provide Form W-9 |
| 2. Are you a U.S Citizen | ☐ Yes ☑ No | |
| 3. Do you hold a U.S. Permanent Resident Card (Green Card) | ☐ Yes ☑ No | |
| 4. Were you born in U.S.A. | ☐ Yes ☑ No | ▪ If yes,<br>▪ Please provide from w-9, or<br>▪ In case you claim to be Non US Person: please fill section B of this form and provide Non-US passport and certificate of loss of Nationality (i.e. form 1-407) |
| 5. Are there any standing instructions to transfer to a US account | ☐ Yes ☑ No | if yes<br>▪ Please provide form w-9,or<br>▪ In case you claim to be a No-US Person please fill section B of this form supported by other documentary evidence establishing the non-US status. |
| 6. Do you have any Power of Attorney/Authorized Signatory/Mandate holder having US Address | ☐ Yes ☑ No | |
| 7. Do you have US residence/mailing/Sole care of address ? | ☐ Yes ☑ No | if yes<br>▪ Please provide form w-9,or<br>▪ In case you claim to be a No-US Person please fill section B of this form and provide non-US Passport and other documentary evidence establishing the non-US status. |
| 8. Do you have a US telephone number<br>9. do you have any tax obligation in a country other than Pakistan | ☑ Yes ☐ No | |

- I hereby confirm the information provided above is true, accurate and complete.
- I 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 also authorize to 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 regulations or authorities and directives (both local and international).
- I 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 agree and undertake to notify the broker within thirty (30) day calendar day if there is a change in any information which I have provided to the Broker.

Customer Signature _____ Date _____

US Taxpayer Indentification Number (if any) in case of U.S Person: _____

# ہدایات برائے سرمایہ کار

سیکورٹیز اینڈ ایکسچینج کمیشن آف پاکستان نے اکثر محسوس کیا ہے کہ سرمایہ کاری سے متعلق فیصلوں یا اسٹاک بروکرز کے ساتھ لین دین کرتے وقت احتیاط اور توجہ سے کام نہیں لیتے۔ اس غیر محتاط طریقہ کار کی وجہ سے عموماً تنازعات پیدا ہوتے ہیں جن کی وجہ سے سرمایہ کار غیر محفوظ ہوتے ہیں اور شکایات جنم لیتی ہیں۔ سرمایہ کاروں کے مفادات کے تحفظ کے لئے مندرجہ ذیل سفارشات شائع کی جارہی ہیں

(الف) براہ کرم اس بات کو یقینی بنائیں کہ۔

1۔ خرید وفروخت کے تمام آرڈر تحریر میں ہوں اور انکا ریکارڈ رکھا جائے۔

2۔ اگر آرڈر بذریعہ ٹیلیفون دیئے جائیں تو ان کی تحریری تصدیق جلد از جلد اسٹاک بروکر سے حاصل کرلیں

3۔ خرید وفروخت کی تحریری تصدیق ہمیشہ ترجیحاً اسی دن حاصل کرلیں۔

4۔ تمام ادائیگی بصورت چیک رپے آرڈر/ڈیمانڈ ڈرافٹ وغیرہ ہونی چاہیئے جو اسٹاک بروکر (ایکسچینج کے ممبر) کے نام ہوں اور ان کی رسیدیں حاصل کی جائیں۔

کوئی بھی ادائیگی کسی اسٹاک بروکر کے ملازم یا اس کے ایجنٹ کے نام نہیں ہونی چاہیئے۔ نقد ادائیگی کی صورت میں یقینی بنائیں کہ اسٹاک بروکر سے رسید ذاتی طور پر حاصل کی جائے۔ کوئی دوسری رسید جائز اور قانونی تصور نہیں کی جاتی۔

5۔ تمام وصولیاں بذریعہ چیک اپے آرڈر/ڈیمانڈ ڈرافٹ وصول کی جائیں جسے صرف اسٹاک بروکر جاری کرے۔ کوئی ایجنٹ یا کوئی اور شخص ادائیگی کا مجاز نہیں۔

6۔ اگر سرمایہ کار کسی اسٹاک بروکر کے ایجنٹ کے ساتھ لین دین کررہا ہو تو اس صورت میں وہ ایجنٹ یا ملازم قانونی طور پر مجاز ہو اور تمام رسیدیں/تصدیق نامہ/ڈلیوریز ایسی اسٹیشنری پر دی جائیں جس پر اسٹاک بروکر کا باقاعدہ نام چھپا ہوا ہو۔

7۔ حصص کے دستی لین دین کا باقاعدہ اندراج کیا جائے اور اس کا ریکارڈ رکھا جائے

8۔ جہاں حصص سنٹرل ڈیپازٹری سسٹم کے تحت نہ ہوں وہاں تمام خریداریوں کا قبضہ وصولی 14 دن کے اندر حاصل کیا جائے۔ اگر اسٹاک بروکر کی طرف سے حصص کے لین دین میں ناکامی ہو تو معاملہ فوری طور پر اسٹاک ایکسچینج کے علم میں لایا جائے۔

8۔ جہاں اسٹاک بروکر کا دفتر اسٹاک ایکسچینج کی عمارت سے باہر اسی شہر یا کسی دوسرے شہر میں واقع ہو تو ایسی صورت میں ایسا دفتر اسٹاک بروکر کا باضابطہ ایجنٹ/ملازم ہی قائم کرسکتا اور ایسا دفتر کھولنے کی اجازت نامہ اسٹاک ایکسچینج سے حاصل کیا گیا ہو۔

(ب) درج ذیل باتوں سے گریز کریں۔

1۔ اپنی کوئی بھی رقم اسٹاک بروکر کے پاس مقررہ منافع پر "بدلہ کاروبار" کے طور پر جمع نہ کرائیں۔ ایسی سرمایہ کاری کی کوئی قانونی حیثیت نہیں ہوتی اور نتیجتاً سرمایہ کار کی رقم ضائع ہونے کا بڑی حد تک اندیشہ رہتا ہے۔ البتہ COT (Carry Over Transaction Regulations) کے تحت بیک وقت خرید وفروخت کے سودے کئے جاسکتے ہیں جس کی کنفرمیشن تحریری طور پر حاصل کی جائے اور ادائیگی کے ساتھ شیئرز کی ڈلیوری حاصل کی جائے۔

2۔ مارکیٹ میں پھیلی ہوئی افواہوں پر اعتبار نہ کریں اور ہمیشہ سمجھ بوجھ کے ساتھ سرمایہ کاری کے فیصلے کریں۔ سرمایہ کاری کی نوعیت اور ان سے وابستہ خطرات کو اچھی طرح سمجھ لیں۔ جہاں تک ممکن ہو سرمایہ کار تمام مالیاتی گوشواروں کا اچھی طرح مطالعہ کریں۔ سرمایہ کاری کرنے سے پہلے ماہرانہ مشورہ حاصل کریں۔

(پ) ان باتوں سے خبردار رہیں۔

1۔ اسٹاک ایکسچینج کی عمارت کے باہر واقع وہ تمام دفاتر جو متعلقہ اسٹاک بروکر اور اسٹاک ایکسچینج کی باضابطہ اجازت کے بغیر کھولے گئے ہوں۔ قانوناً حصص کا کاروبار کرنے کے مجاز نہیں۔ ان دفاتر میں کی گئی سرمایہ کاری کو قانونی تحفظ نہیں اور اس میں نقصان کا اندیشہ ہے۔

2۔ کسی اسٹاک بروکر کو یہ اختیار نہیں کہ وہ اپنے گاہک کے حصص کو گروی رکھ کر بینک سے حاصل کرے۔ اگر سرمایہ کار اپنے حصص اسٹاک بروکر سے وصول نہیں کرتا تو وہ اپنے نقصان کا خطرہ مول لیتا ہے۔

(ت) سرمایہ کاروں کو مشورہ دیا جاتا ہے کہ :

1۔ پوری رقم ادا کرکے حصص خریدیں اور ان کا قبضہ فوری طور پر ضابطہ کی کاروائی کے مطابق حاصل کریں۔ مارکیٹ میں باضابطہ کاروبار سے ہٹ کر دیگر مروجہ طریقہ کار کے تحت کی گئی سرمایہ کاری میں نقصان کا قطعی احتمال ہے۔

2۔ اگر سرمایہ کار مقررہ مدت کے اندر اپنی ذمہ داری پوری نہیں کرتا تو اسٹاک بروکر کو اختیار حاصل ہے وہ اپنی حفاظت کے لئے اس کے حصص مارکیٹ ریٹ پر فروخت یا خرید کرلے۔

اگر سرمایہ کار نے اسٹاک بروکر کی وساطت سے سی ڈی سی کے ساتھ کوئی ذیلی اکاؤنٹ رکھا ہوا ہو تو اس کو چاہیئے کہ :

(ا) کہ وہ سیٹلمنٹ کی تاریخ کے فوراً بعد اسٹاک بروکر سے منتقلی کے متعلق تحریری تصدیق حاصل کرے۔

(ب) وقتاً فوقتاً اپنے حصص کی صورتحال معلوم کرتا رہے اور سی ڈی سی سے تصدیق بھی کراتا رہے۔

(ج) اس بات کی اجازت نہ دی جائے کہ اسٹاک بروکر آپ کے حصص گروی رکھ کر بینک سے قرضہ حاصل کرے۔

3۔ سرمایہ کار کے لئے ضروری ہے کہ وہ جلد از جلد اپنا اکاؤنٹ CDC میں کھولے۔ جس سے اس کو سرمایہ کاری میں تحفظ ملے گا۔

4۔ مطلوبہ ہوم ورک کریں اور سرمایہ کاری کے لئے ایسے مواقع شناخت کریں جو آپکی سرمایہ کاری کے تمام تر مقاصد کی روشنی میں موزوں ہوں

# PROGRESSIVE INVESTMENT MANAGEMENT (PVT) LTD

**Annexure II**

**Corporate Office :- G-9 (C),Mezzanine floor ISE Towers, 55-B, Jinnah Avenue, Blue Area Islamabad. Tel:051-2894341-43**
**Fax: 051-2894344 Email: info@piml.com.pk**

KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

TRE Certificate No: 420

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

SECP BRI No: BRI-520

(***Form to be filled preferably in BLOCK LETTERS***)

**INDIVIDUAL**

| **A. IDENTITY DETAILS OF APPLICANT** | | | |
|---|---|---|---|
| **1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport^) Mr. / Mrs. / Ms.** | | | |
| **2.a. Father's / Husband's Name:** | | **2.b. Mother's Maiden Name:** | |
| **3. a. Nationality:** | **b. Marital status:** ☐ Single ☐ Married | **c. Status:** ☐ Resident ☐ Non-Resident | |
| **d. Place of Birth** | **e. Gender**: ☐ Male ☐ Female | | |
| **4. a. CNIC/ SNIC/NICOP/ARC/POC No:** | | | |
| **b. Expiry date:** | **c. issue date:** | ☐ **Lifetime:** | |
| **5. Passport details:^** *(For a foreigner or a non-resident Pakistani)* | Passport Number: | Place of Issue: | |
| | Date of Issue: | Date of Expiry: | |
| **6. Date of Birth** | | | |

| **B. ADDRESS DETAILS OF APPLICANT** | | | |
|---|---|---|---|
| **1.(a)Mailing Address** *(Address should be different from authorized intermediary business address except for employees of authorized intermediary)* | | | |
| | City/Town/Village: | Province/State: | Country: |
| (b) Tel. (Off.)*: (c) Tel. (Res.)*: | (d) Mobile**: | (e) Email**: | |
| **Specify the proof of address submitted for mailing address^:** | | | |
| **2. (a)Permanent Address:** *(if different from above or overseas address, mandatory for Non-Resident Applicant)* | | | |
| | City/Town/Village: | Province/State: | Country: |
| (b) Tel. (Off.)*: (c) Tel. (Res.)*: | (d) Mobile: | (f) Email (If any): | |
| **Specify the proof of address submitted for permanent address^:** | | | |

| **C. OTHER DETAILS** | | | | |
|---|---|---|---|---|
| **1. Gross Annual Income Details (please specify):** | ☐ Below Rs. 100,000 | ☐ Rs. 100,001 - Rs. 250,000 | ☐ Rs. 250,001 - Rs. 500,000 | ☐ Rs. 500,001 - Rs. 1,000,000 |
| | ☐ Rs. 1,000,001 - Rs. 2,500,000 | ☐ Above Rs 2,500,001 | | |
| **2. Source of Income:** | | | | |
| **3.(a) Occupation:** *[Please tick (✓) the appropriate box]* | ☐ Agriculturist | ☐ Business | ☐ Housewife | ☐ Household |
| | ☐ Retired Person | ☐ Student | ☐ Business Executive | ☐ Industrialist |
| | ☐ Professional | ☐ Service | ☐ Govt. /Public Sector | ☐ Others (Specify) |
| (b) Name of Employer / Business: *(Include symbol if employer listed company)* | | (c) Job Title / Designation: | | (d) Department: |
| (e) Address of Employer / Business: | | | | |

| **D. BANK DETAILS / E-WALLET** | | | |
|---|---|---|---|
| Bank Name: | | IBAN No.: | |
| E-Wallet Provider Name: | | E-Wallet Number | |

**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 an CKO's website.**

_____

**Signature of the Applicant**

**Date:** _____ **(dd/mm/yyyy)**

**Signature of the Applicant as per CNIC/SNIC/NICOP/ARC/POC/Passport No^**
***(Only applicable if Applicant signature is different)***

**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**

Mr. Muhammad Shakeel / Manager Finance

**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. However, in case of online account opening, both mobile number and email address are mandatory for resident individual Pakistani customers. In case of SNIC where country of stay is not Pakistan, email will be mandatory.

*** IBAN 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.

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

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

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.

2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.

3. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form. KYC application form shall be submitted electronically for Online Account Opening of Individual Pakistani Customer by Authorized Intermediary that is a Professional Clearing Member or a Securities Broker.

4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of
providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including itsunauthorized 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 anyother 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 authorizedto take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall holdCKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurredby 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 andKYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customeralso agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other Disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.

8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
9. The Customer agrees that verification against KYC information provided by Customer and Authorized Intermediaries, shall be performed by CKO as per CKO Regulations and such verifications shall include verification of KYC informationthrough linked services such as RAAST, 1-Link, PMD, NADRA, etc.

10. The Customer agrees that KYC information provided by Customer at the time of onboarding shall be shared with CDC in pursuance of provisions prescribed by the Securities & Exchange Commission of Pakistan with respect to Central Gateway Portal managed by CDC.

11. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of itsKYC functions.

12. CKO has absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give priornotice of fifteen days wherever feasible for such changes.

13. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.

14. These terms and conditions shall be governed by the laws of Pakistan.

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

DATE:_____

Account Holder Signature_____

Mr. Muhammad Shakeel / Manager Finance