

# **CUSTOMER RELATIONSHIP FORM**

### INDIVIDUAL

Broker Registration No: BRK-32

### INSTRUCTIONS FOR ACCOUNT OPENING

- 1. This booklet contains WE Financial Services Ltd. Customer Relationship Form for Individuals. Please read carefully, the Terms & Conditions before filling in the applicable blanks/boxes and signing the form.
- 2. Please make sure that each and every space must be filled in Block Letters.
- 3. Please make sure that spaces which are not applicable should be marked "NA".
- 4. In case of over-writing please sign on the cutting.
- 5. Please tick relevant boxes where applicable.
- 6. Please attach the applicable attested copy(ies) of CNIC (Resident) or Passport (Non-Resident) for the following:
  - a. Account Holder(s)
  - b. Authorized person as per letter of Authorization
  - c. Nominee
  - d.Witnesses
- 7. Please attach all other relevant documentation (if applicable). Letter of Authorization. Zakaat Declaration.
- 8. Please make sure that you have read & understood the mode of payment procedure.
- 9. Please make sure that each page of this Account Opening Form should be duly signed by the Account Holder(s) and the Broker (WE Financial Services Ltd.)
- 10. Please make sure that all your payments are in favour of WE Financial Services Ltd. Only,
- 11. Please make sure that you have signed the attached signature card.
- 12. Please make sure that you have read & understood the commission structure.
- 13. The duly filled and signed WE Financial Services Ltd. Account Opening Form for Individual along with the necessary documents may please be submitted/mailed to

# WE Financial Services Ltd. | Registered Office located at 506-508, 5<sup>th</sup> Floor, Pakistan Stock Exchange Building, Stock Exchange Road, Karachi - 74000. Pakistan.

- 14. Please be advised that once your application form along with all necessary documents is received, it can take between 4-10 working days to activate your account for local (clients residing in Karachi). For all out-station clients, it can take a maximum of 15 working, depending on the completion of all information required.
- 15. The account opening confirmation will include copy of your account opening form, your account number, our charges and commission schedule, CDC Sub Account number and relevant contact numbers.
- 16. In case of any suggestion or information feel free to contact us, or email: info@we.com.pk





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### INDIVIDUAL

### Broker Registration No: BRK-32

### Valuable Information for Investors

The general investing public at large is advised in their own interest to ensure the following before committing to any dealing in securities at any or all of the Stock Exchange).

- Confirm that the Broker / Agent you are planning to trade with is duly registered with the relevant Stock Exchange and Securities and Exchange Commission of Pakistan (SECP).
- Open an account and your Central Depository Company Sub-Account with the Broker in your own name instead of trading on the Account of the Broker / Agent.
- Make payment(s) preferably by cross cheque in the name of the Broker only and obtain receipt(s) of all payments in your name, instead of your Agent's name.
- Obtain and check confirmation of your trade(s). In case of any discrepancy, please make sure that you inform your Broker in writing within the stipulated time.
- Ensure that all documentation from the Broker is on the official letterhead of the Broker.
- It is advised to respond to the Broker with respect to any correspondence made to the Investors in their own interest.
- To safeguard your investment, it is recommended to be in touch with the concerned Broker regarding your trading activities and also for confirmation of your Account status.
- Take all the investment decisions very wisely after calculating all risks and without considering the rumors.
- In case of any changes in your mailing address or contact number(s), inform the Broker immediately in writing to update your account information.
- In case of non-settlement of any dispute with the Broker / Agent within the brokerage house, the complaint against a Broker / Agent of the Stock Exchange can be lodged with the Stock Exchange management in writing with full details and supporting documentary evidence.
- Please make sure that you have carefully read and understood the margin disclosure statement.

### Mode of Payment(s)

### Payment Person:

- You can drop payment in person (The Account Holder himself) or a person authorized by you at our Registered Office. Address: Room No, 506-508, 5th Floor, Pakistan Stock Exchange Building, Stock Exchange Road. Karachi through Crossed cheques. Pay orders, Demand Drafts.
- Payments are accepted at the above-mentioned address ONLY. Other Offices including Branches end/or any individual is/are not allowed to accept payments.
- To ensure smooth credit to your Account:
- For on-line transfer. Please ensure that your Name. Account Number and CNIC number are correctly written on the pay slip.
- Please provide original counter foil for pay orders demand drafts and original deposit slip and copy of cheques, in case of direct deposit.
- Please make sure that payment through cheques pay orders/ demand drafts should be made from the Account Holder/ Joint Account Holder's own bank account.
- Please make sure to obtain receipt for every payment signed by Authorized Representative only in your own name.

WE we invest in relationships	SHIP FORM - INDIVIDUAL
FOR OFFICE USE ONLY:         Client Account #         CDC Sub Account #         Investor Account # (if any)	Trading Code Date: Participant ID # 00539 TRE Certificate # 062
NATURE OF ACCOUNT: Individual Joint	Account

Dear Sir(s),

I/We hereby apply for opening of my/our following account with WE Financial Services Ltd (TREC Holder - Pakistan Stock Exchange), in accordance with the Special Terms and conditions attached herewith.

### (Please tick ✓ only <u>ONE</u> relevant box)

<ol> <li>Trading Account (Opening of Account with Securities Broker for trading, custody &amp; settlement)</li> <li>Investor Account with CDC 3. Sub-Account with Participant</li> <li>Trading Account (Opening of Account with Securities Broker for trading purpose only)</li> <li>Note: In case applicant chooses option # 4 above, then he/she/they shall choose any of the following:</li> <li>Subscribe to Direct Settlement Services (DSS) with CDC</li> <li>Subscribe to National Custodial Services (NCS) with NCCPL</li> <li>Others (please specify, e.g. CCM/NBCM)</li> </ol>					
REGISTRATION DETAIL OF MAIN APPLICANT (This information should be the same as provided in KYC Application Form)					
Name (full name as per CNIC/NICOP/POC/Passport) UKN #					
CNIC NICOP POC Passport #					
Registration Date: / (DD/MM/YYYY)         Expiry Date: / / (DD/MM/YYYY)					
Date of Birth: / (DD/MM/YYYY) Passport (Place of Issue)					
Felephone Numbers:					
Nobile: Email:					

Signatures:



Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

## **CUSTOMER RELATIONSHIP FORM - INDIVIDUAL**

DETAILS OF CONTACT PERSON

Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant 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 Applicant, please tick $\checkmark$ the appropriate box 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.					
MAIN APPLICANT JOINT APPLICANT # 1 JOINT APPLI	CANT # 2 JOINT APPLICANT # 3 ATTORNEY				
Attorney Name: (MR / MRS / MS):					
CNIC NICOP POC Passport #					
Registration Date: / (DD/MM/YYYY)	Expiry Date: / / (DD/MM/YYYY)				
Date of Birth: / / (DD/MM/YYYY)	Passport (Place of Issue) (in case of Non-Resident)				
Telephone Numbers:					
Home: Office:					
Mobile: Email:					
REGISTRATION DETAILS OF JOINT APPLICANTS (This informatic	on should be the same as provided in KYC Application Form)				
JOINT APPLICAN	T # 1				
Name (full name as per CNIC/NICOP/POC/Passport)	UKN #				
CNIC NICOP POC Passport #					
Registration Date: / (DD/MM/YYYY)	Expiry Date: / / (DD/MM/YYYY)				
Date of Birth: / / (DD/MM/YYYY)	Passport (Place of Issue) (in case of Non-Resident)				
Nationality Status: Resident Non-Resident	Gender: Male Female				
JOINT APPLICAN	T # 2				
Name (full name as per CNIC/NICOP/POC/Passport)	UKN #				
CNIC NICOP POC Passport #					
Registration Date: / / (DD/MM/YYYY)	Expiry Date: / / (DD/MM/YYYY)				
Date of Birth: / / (DD/MM/YYYY)	Passport (Place of Issue) (in case of Non-Resident)				
Nationality Status: Resident Non-Resident	Gender: Male Female				
Signatures:					

Participant

**CUSTOMER RELATIONSHIP FORM - INDIVIDUAL** 

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Main Applicant

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we invest in relationships WE Financial Services Ltd.	JOINT APP	LICANT # 3		
Name (full name as pe	r CNIC/NICOP/POC/Passport)		#	
	POC Passport #			
Registration Date:	_ / / (DD/MM/YYYY)	Expiry Date: / _	/ (DD/MM/YYYY)	
Date of Birth: /	/ (DD/MM/YYYY)	<b>Passport (</b> Place of Issue (in case of Non-Resident)	)	
Nationality Status:	Resident Non-Resident	Gender:	Male Female	
	OTHER ACCOUNT LI	EVEL INFORMATION		
Bank Details:	The bank account information of Form shall be used. Please tick $\checkmark$ the appropriate bo		ded in the KYC Application	
Basis of Remittance:		REPATRIABLE	NON-REPATRIABLE	
Non-R	esident Pakistani			
Foreigne	er / Pakistani Origin			
Zakat Status:	If, according to the Fiqh of the Declaration on prescribed forma concerned Participant/TREC Holo affidavit.	at shall be submitted by a	ll the Applicant(s) with the	
	Muslim Zakat Payable	Muslim Zakat Non-Payable	Non - Muslim	
NOMINATION (Not Ap)	plicable in case of Joint Account)			
In the event of death of the Account Holder, the nominee shall be entitled to receive securities / cash available in the account of the Account Holder(s) after set-off losses/ liabilities in the 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.				
Name of Nominee:				
Relationship to the Acc		Sister Son Daughte	r	
	POC Passport #			
	_ / / (DD/MM/YYYY)		/ (DD/MM/YYYY)	
Date of Birth: / _	/ (DD/MM/YYYY) II	n case of child, please provi	de Passport / Form "B"	
Signatures:				

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Joint Applicant 1 Joint Applicant 2

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Joint Applicant 3

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Participant



# **CUSTOMER RELATIONSHIP FORM - INDIVIDUAL**

Mailing / Residence Address:	Permanent Address:
Telephone Numbers:	
Home: Office:	
Mobile: Email:	
	under CDC access whereby Sub-account holders/Investor access to their account related information.
Do you wish to subscribe to free of cost IVR/Web Ser If you are subscribing to IVR and Web Service, please	e provide following details of your Contact Person:
Date of Birth: / / (DD/MM/YYYY)	
	OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)
the Central Depositories Act, 1997 to handle Book-e	uthority to the Participant under Section 12 and Section 24 of entry Securities beneficially owned by me/us and entered in a for securities transactions that are exclusively meant for the
	transactions (trades) including off market transactions made
	Clearing House relating to any of my/our underlying market ne Clearing House from time to time;
<ul> <li>For the recovery of payment against any un time to time;</li> </ul>	derlying market purchase transactions made by me/us from
the Main Account under the control of the Pa	y/our Book-entry Securities from my/our Sub-Account under articipant to my/our Sub-Account under another Main Account v/our Sub-Account under any Main Account which is under the nvestor Account;
	e by way of a gift of Securities by me/us to my/our Family
<li>For the recovery of any charges or losses again us or services availed;</li>	ainst any or all of the above transactions carried out by me/ and/or
Specific authority on each occasion shall be	other purposes as prescribed by the SECP from time to time. given by me/us to the Participant for handling of Book-entry ll other purposes as permitted under the applicable laws and
	me/us to the Participant for handling of Book-entry Securities as permitted under the applicable laws and regulations.
undersigned Sub-Account Holder(s) and entered in his/her/their Su for all other purposes should however require specific authorit	ration to the Participant for handling of Book-entry Securities owned by the ab-Account maintained with the Participant. Handling of Book-entry Securities y in writing from the undersigned Sub-Account Holder(s) in favour of the 00/- and above, the above mentioned specific authority shall be obtained on
Signatures:	

Main Applicant

Joint Applicant 1

Joint Applicant 3



OPERATI	NG INSTRUCTIONS				
Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Sub-Account/ Investor 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 authorized signatories)					
Names of Signatory(ies)		Specimen Signatures			
Investor Account /Sub-Account Operating Instruction	ns in writing: (Please	tick 🗸 appropriate box)			
Singly (Either or Survivor) Attorney Joint	ly [any](Pleas	e mention the relevant numbers of the signatories)			
Trading Account Operating Instructions: (Please tick	appropriate box)				
Singly Attorney Jointly [any	Please mention the relevant of the relevant	evant numbers of the signatories)			
MAF	RGIN DEPOSIT				
The Account Holder(s) hereby undertake(s) to dep outstanding trades/exposure for the purpose of trad- the margin requirements for new and already execu	ing in his/her/their A				
SIGNATURES					
Name of Applicant:	Date:	Signature:			
	Place:				
		Simotom			
Name of Joint Applicant No 1:	Date:	Signature:			
	Place:				
		Signature:			
Name of Joint Applicant No 2:	Date:	Signature.			
	Place:				
Name of Joint Applicant No 3:	Date:	Signature:			
	Place:				



## **CUSTOMER RELATIONSHIP FORM - INDIVIDUAL**

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For and on behalf of (In case if signed by the Attorney on behalf of the Applicant(s))										
I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.										
Name of Participant: WE Financial Services Limited						Date:			ан <b>с.</b>	
Participant's Se	al & S	ignatur	e:							
Witness 1 (Name):						CNIC:			Si	gnature:
Witness 2 (Name):						CNIC:			Si	gnature:
					FOR THE US	E OF PA	ARTIC	IPANT ONLY		
Particulars of Cu	istome	er Relati	ionship I	Form	verified by:					
Signature: (Auth	orizec	l signato	ory)			Stam	р			
Application:		Approv	ved		Rejected					
Sub-Account no.	issue	d:								
Account opened	d bv:									
Saved by:						Poste	Posted by:			
-			Datas							
Signature:			Date:			Signa	nature:			Date
Remarks: (if any	り									I
					ACKNOW	LEDGE/	VENT	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's Seal & Signature:						
1.										
2.										
3.										
4.							_			



### FATCA Checklist : For Individual & Joint Account Holders (Please write clearly using BLOCK LETTERS)

\*If any of the below is selected as "YES" then kindly provide country specific supporting documents with details.

S#	Particulars	Primary Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3
1	Full Name First Middle Last				
2	Country of Birth				
3	Do you have Multiple Nationalities/Passports?	Yes     No       Nat 1:			
4	Do you currently hold US green card or US permanent Residency?	Yes No	Yes No	Yes No	Yes No
5	Are you a Tax Resident in the US?	Yes No	Yes No	Yes No	Yes No
6	Overseas/Care-of mailing address & Phone No				
7	Have you renounced your foreign citizenship or residency?	Yes No	Yes No	Yes No	Yes No
8	Have you given Power of Attorney to any Person residing overseas? <i>Please provide Attorney's Address:</i>	Yes No	Yes     No	Yes No	Yes No
9	Have you given any standing instruction to transfer funds to an account in US?	Yes No	Yes No	Yes No	Yes No
	W8BEN /W9 Forms submitted with date of Submission.	Yes No	Yes No	Yes No	Yes No

- If you are a US National or hold a Green Card, please submit W9 Form in original. a)
- If you are not a US resident and were born in the US but have renounced your citizenship, please provide W-8BEN Form in original. For Entities please submitW-8BEN-E Form in original. b)
- c)
- d) If you have stayed in US for more than 183 days in a US tax year, please submit W9 Form in original.

Note: S.No. 5 & 6 apply if customer holds a Dual Nationality or a permanent Residence card.



#### Please read these instructions before completing the form

**Under the CRS, you are required to determine where you are 'tax resident'.** Each jurisdiction has its own rules for defining tax residency. In general, you will find that tax residency is the country/jurisdiction in which you live however this may not always be the case. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency). If you are tax resident outside the country where your account is held, we may need to give the national tax authority this information, along with information relating to your accounts. That your information may also be shared between different countries' tax authorities.

#### Who should complete this form?

This form is applicable for individual account holder, sole proprietor & Single Member Private Limited. For joint or multiple account holders, each individual is required to complete this form.

Where you need to self-certify on behalf of an entity account holder, do not use this form. Instead, you will need to fill the "Entity CRS Self Certification form." Similarly, if you are a controlling person of an entity, please fill in the "CRS Self Certification form - Controlling person" instead of this form.

#### **Further Information**

If you have any questions on defining your tax residency status, please consult your external adviser(s).

You can also find out more information on Common Reporting Standard on the website of Federal Board of Revenue, accessible at the following link: http://www.fbr.gov.pk

Nothing in this form shall be construed to mean provision of any legal or tax advice by WE Financial Services Ltd.

CNIC/PP/NICOP/PO /SNIC/ARC											
Do you hold tax residency o	of any country / j	urisdiction c	other tha	ın Pakist	:an and/	or Unite	d States	?*	Yes	!	No

#### Authorized Signature

In case of Yes, you are required to complete this form. In case of No, you are no longer required to complete this form.

#### Part 1 - Identification of Accountholder

A. Name of Accountholder * Family Name or Surname(s) *			
Title			
First or Given Name *			
Middle Name(s)			
B. Current Residential Address			
House / Apartment / Suite Name, Number, Street			
Town / City / Province / County / State *			
Country *			
Postal Code / Zip Code (if any)		P.O. Box (ifany)	
C. Mailing Address	(please only complete if different to the address shown	in Section B)	
House / Apartment / Suite Name, Number, Street			
Town / City / Province / County / State			
Country			
Postal Code / Zip Code (ifany)		P.O. Box (if any)	

WE we invest in relationships	Common Reporting Standard (CRS)	Self Certification Form - Individual
<ul><li>D. Date of Birth *</li><li>E. Place of Birth *</li></ul>	D D M M Y Y Y Y	
Town or City of Birth		
Country of Birth		

#### Part 2 – Country of Tax Residence and Taxpayer Identification Number (TIN) \*

Please fill-in the country(ies) details below.

	Name of Country of Tax Residence	Tax Identification Number (TIN)	If no TIN is available mention Reason A, B or C
1.			
2.			
3.			
		Residency (if any) to be listed in a separ llent number is unavailable, please pro	
Reason A	The country where the Account Holde	er is resident does not issue TINs to its ro	esidents

- Reason B The Account Holder is otherwise unable to obtain a TIN (please explain why Account Holder is unable to obtain a TIN in the below table if you have selected this reason)
- Reason C No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes entered above do not require the TIN to be disclosed)

Please explain in the following relevant number box, why you are unable to obtain a TIN if you mentioned "Reason B" above.



#### Part 3 – Declaration and Signature \*

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with WE FINANCIAL SERVICES LTD setting out how WE FINANCIAL SERVICES LTD may use and share this information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided either directly or indirectly to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

I hereby declare and confirm that all information provided in this Self Certification Form is to the best of my/our knowledge and belief, correct, I certify that I am the Account Holder (or I am authorized to sign for the Account Holder) in respect of all the account(s) to which this form relates.

accurate and complete in all respects.

I/We hereby indemnify and hold WE FINANCIAL SERVICES LTD and its directors, officers, representatives and employees harmless from all costs, expenses, losses, damages, liability, penalties incurred, suffered and/or imposed on WE FINANCIAL SERVICES LTD as a result of any suits, proceedings and/or litigation arising out of or in any manner connected with this Self Certification Form and/or the information supplied hereby.

In case of change in any information provided through this form, I undertake to immediately notify WE FINANCIAL SERVICES LTD of the same and provide an updated Self-Certification Form to WE FINANCIAL SERVICES LTD within thirty (30) days.

Name	
Signature	
Date	

Note: If you are not the account holder please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.



#### TERMS AND CONDITIONS

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;
- 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:

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

#### DISCLAIMER FOR CDC ACCESS SERVICES

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet /Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the /Sub-Account Holders ("Users") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet /Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exits 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 <u>www.cdcaccess.com.pk</u> 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



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#### Annexure-A TERMS AND CONDITIONS

Please read and understand the Terms and Conditions before signing and executing this form.

These Terms and Conditions shall constitute a Contract between the Parties hereto. This Contract shall govern opening, maintenance and operations of Trading Account, CDC Sub-Account(s) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith.

#### GENERAL TERMS AND CONDITIONS

- All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- 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.



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- 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 of 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 sufficient time as may be perscribed by the securities broker through the margin call 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 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.





A Division of WE Financial Services Ltd.



An Associated Company of WE Financial Services Ltd.



Brokerage | Online Trading | Equity Research | Corporate Finance | Fund Management | Commodities

### WE FINANCIAL SERVICES LTD.

Corporate Member | TREC Holder - Pakistan Stock Exchange Ltd.

### **REGISTERED OFFICE**

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