



Account Opening Form

WE Commodities (Pvt) Limited



### **Instructions for Account Opening- 2 -akazmiPage 28/22/2011**

Please read the instructions carefully before filling out the forms

1. You are required to read carefully and understand the terms and conditions appearing with the form before signing and submitting it.
2. Ensure each and every space is filled in BLOCK LETTERS or typed.
3. Spaces that are Not Applicable should be marked as "N/A".
4. Each page of the form should be signed by the Account Holder and Joint Account Holder (if applicable).
5. Attach A/C payee cheque in favor of **WE Commodities Pvt Limited** drawn from A/C holder or Joint Holder (if applicable) bank account.
6. The duly filled and signed Account Opening Form along with the necessary documents submitted/mailed to **WE Commodities Pvt Limited** Head Office or any of our branches.
7. Upon receipt of your Account Opening Form, cheque and required documents, the account opening process will be initiated; confirmation of account opening will be communicated.
8. The account opening confirmation will include your Account number, our charges, commission schedule and relevant contact numbers.
9. Changes in Basic/other information of the customer should be communicated to **WE Commodities Pvt Limited** Head office or any of our branches (please use only prescribe form).

#### **Enclosures - for Individuals**

1. Attested copies of National Identity Card of the applicant.
2. Attested copies of National Identity Cards of the Nominee(s) (if applicable)
3. Attested copies of passports of the applicant, or Nominee(s) (in case of non-residents)
4. Copy of the letter of authorization from the Account Holder(s) of the person authorized to trade in the Account (if other than the account holder).
5. A list of Transaction fee, Commission to be charged by the Broker and other charges to be levied.
6. Copy of Income tax return

#### **Enclosures - for Companies**

1. Attested copies of Memorandum and Articles of Association/ Partnership deed and Certificate of Incorporation.
2. Board of Directors' Resolution.
3. List of Authorized Directors/Officers, who would operate the Account with attested copies of their NICs.
4. Specimen Signature Cards.
5. Details of promoters/partners/key manager personnel of the company/firm
6. Copies of annual report of last 3 years
7. Net worth (certified) as DD-MM-YY

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker



# ACCOUNT OPENING FORM

Trading of commodities on the National Commodity Exchange Limited shall be marketed by **WE Commodities Pvt Limited.**

### BASIC INFORMATION:

Nature of Account: Individual  Company

For office use only  
Trader Account Code: \_\_\_\_\_  
UIN: \_\_\_\_\_

### Account Holder:

Account Title/Name: \_\_\_\_\_

National Identity Card No. (Copy enclosed) (Passport No. in case of Non-Resident) \_\_\_\_\_

Date of Birth: 

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 dd/mm/yy: Nationality: \_\_\_\_\_

Gender: Male  Female  Occupation: \_\_\_\_\_

Father's/Husband's Name: \_\_\_\_\_ NTN (Optional) \_\_\_\_\_

Permanent/Registered Address: \_\_\_\_\_

Current Address: \_\_\_\_\_

Phone No. (Res): \_\_\_\_\_ Phone No. (Off. ): \_\_\_\_\_ Fax No.: \_\_\_\_\_ Cell No. : \_\_\_\_\_  
E-mail : \_\_\_\_\_ Annual Income in last three years: \_\_\_\_\_

Residential Status : Resident-Pakistani  Non-Resident Pakistani

### JOINT ACCOUNT HOLDER

Account Title/Name : \_\_\_\_\_

National Identity Card No. (copy enclosed) (Passport No. in case of Non-Resident) \_\_\_\_\_

Date of Birth: 

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 dd/mm/yy: Nationality: \_\_\_\_\_

Gender: Male  Female  Occupation: \_\_\_\_\_

Father's/Husband's Name: \_\_\_\_\_ NTN (Optional) \_\_\_\_\_

Permanent/Registered Address: \_\_\_\_\_

Current Address: \_\_\_\_\_

Phone No. (Res): \_\_\_\_\_ Phone No. (Off. ): \_\_\_\_\_ Fax No.: \_\_\_\_\_ Cell No. : \_\_\_\_\_  
E-mail : \_\_\_\_\_ Annual Income in last three years \_\_\_\_\_

Residential Status : Resident-Pakistani  Non-Resident Pakistani



**FOR COMPANIES/FIRMS ONLY:**

Company Name: \_\_\_\_\_

**COMPANY REGISTRATION NO:** \_\_\_\_\_

STATUS: RESIDENT  NON-RESIDENT

Company Registration Office registered with: \_\_\_\_\_

BOARD RESOLUTION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ (ATTACHED AS ANNEXURE 'A')

Date of Business commencement \_\_\_\_\_

National Tax No (NTN) #: \_\_\_\_\_

Sales tax registration Number: \_\_\_\_\_

**AUTHORISED PERSON**

Name of authorized person to instruct, place, deal (buy or sell) and settle transactions and orders:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

National Identity Card No (Copy Enclosed): \_\_\_\_\_

Address: \_\_\_\_\_

Father / Husbands Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Nature of Account: \_\_\_\_\_ Singly  Jointly

Telephone Numbers:

Home: \_\_\_\_\_

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_

*Power of Attorney is required for the above, in case the authorized person is other than the account holder*

**DECLARATION OF SOLVENCY:**

The Account Holder(s) hereby declares that:

- a. It has not applied to be adjudicated as an insolvent and that it has not suspended payment and that it has not compounded with their creditors;
- b. It is not un-discharged insolvent; and
- c. It has not been declared defaulter in repayment of loan of a bank/financial institutions.

**SEGREGATED BANK ACCOUNTS**

All funds deposited by the Account Holder(s) with their Broker will be held in a segregated bank account, "Client Group Account", set up by the Broker with the Exchange approved Clearing Bank(s) (the "Bank").

The Account Holder(s) shall not be entitled to give any instruction to the Bank in relation to any of the funds held by the Bank in that particular segregated account.

**MARGIN DEPOSIT**

Margin deposits: The Account Holder(s) shall pay to the Broker such amount as a margin deposit as decided by the Broker subject to the minimum margin determined by the Exchange.

**INSTRUCTIONS:**

Tick the appropriate box, please see clause 2.9 of the Special Terms and Conditions:

Verbal Only  Options for written instructions

Fax No: \_\_\_\_\_ E-mail to: \_\_\_\_\_



**CONFIRMATION OF TRADE AND DELIVERY OF MAIL:**

Confirmation of trades and other correspondence may please be sent to:

Office address via postal mail/courier  Residential Address via postal mail/courier

Fax No: \_\_\_\_\_ E-mail to: \_\_\_\_\_

Direct Access to NCEL Portal Yes  No

**CLIENT BANK DETAILS (Optional):**

BANK NAME	SAVING/CURRENT A/C NO.	BRANCH ADDRESS

**ACCOUNT WITH OTHER BROKER(S) (Optional):**

NAME OF THE BROKER(S)	MEMBER EXCHANGE	CLIENT-ID/ACCOUNT NO

**NOMINATION:**

In the event of death of the Account Holder(s), the Nominee shall be entitled to receive cash available in the account of the Account Holder(s) after set-off against losses and liabilities in the account. In case of Joint Account, the survivor shall be entitled to receive cash available in the account, after set-off/adjustments against losses and liabilities in the account.

Name of Nominee: \_\_\_\_\_ Surname: \_\_\_\_\_

National Identity Card No. (Copy enclosed) (Passport No. in case of Non-Resident) \_\_\_\_\_

Date of Birth:  (dd/mm/yy) Gender: Male  Female  Nationality: \_\_\_\_\_

Father's/Husband's Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Relationship to Main A/C Holder: \_\_\_\_\_ NTN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: (Res) \_\_\_\_\_ Phone No. (Off.): \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Cell No. : \_\_\_\_\_ E-mail: \_\_\_\_\_



## RISK DISCLOSURE DOCUMENT

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CLIENT BEFORE ENTERING INTO COMMODITY FUTURES TRADING AND SHOULD BE READ IN CONJUNCTION WITH REGULATIONS OF THE NATIONAL COMMODITY EXCHANGE LIMITED ("NCEL").

NCEL has not passed the merits of participating in this trading segment nor has NCEL passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, you should undertake such transactions only if you understand the nature of the Futures Contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Risk of loss in trading in Commodity Futures Contracts can be substantial. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Futures trading thus require not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in the Futures segment, the Client shall be solely responsible for such loss and the Exchange shall not be responsible for the same and it will not be open for any Client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the Broker. The Client will be solely responsible for the consequences and no contract can be rescinded on that account.

### RISKS INVOLVED IN TRADING IN FUTURES CONTRACTS

#### Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the Commodity Futures Contract so the transactions are 'leveraged' or 'geared'. Commodity Futures trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in Futures carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in Commodity Futures Contracts and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or the whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

I. Commodity Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the Settlement price. If the settlement price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.

II. If you fail to deposit mark to market losses and additional margin by the deadline or if an outstanding debt occurs in your account, the Broker may, without any further notice to the Client, liquidate a part of, or the whole position, in order to bring the margin to the required level. In this case, you will be liable for any losses incurred due to such closeouts.

III. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

IV. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

V. You must ask your Broker to provide the full details of the Commodity Futures Contracts you plan to trade i.e. the contract specifications and the associated obligations and ensure that your Broker takes no positions without your express written authorization if you deem it necessary.



### **Risk-reducing orders or strategies**

The placing of certain orders (e.g., "stop-loss" orders, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" positions, may be as risky as taking simple "long" or "short" positions.

### **Suspension or restriction of trading and pricing relationships**

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contact month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions.

### **Deposited cash and property**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property that has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Broker, the same shall be subject to arbitration as per the Regulations of the Exchange.

### **Commission and other charges**

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

### **Trading facilities**

The Exchange offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or Broker firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

This document does not disclose all of the risks and other significant aspects involved in trading on a Futures market. The Client should therefore study Futures trading carefully before becoming involved in it.

**I hereby acknowledge that I have received and understood this risk disclosure statement.**

\_\_\_\_\_  
*Customer Signature*

(If Corporate, or other signatory, then attest with company seal)

Date-Month-Year

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker

**DEFINITIONS:**

Unless the context requires otherwise:

“Account Holder” means the person who maintains a relationship with the Broker through the satisfactory completion of the Account Opening Form and adherence to these Terms and Conditions.

“Authorized Person” means the person(s) named specified in writing in the Accounting Opening Form upon whose instructions, the broker may act on behalf of the account Holder(s).

“Broker” means **WE Commodities Pvt Limited** – “WE Comm”.

“Exchange” means National Commodity Exchange Limited.

“Commission” means Securities & Exchange Commission of Pakistan.

“Instructions” means the instructions given or purported to be given by the Account Holder(s) or the Authorized Person to the Broker, and the same shall be deemed to be irrevocable and binding on the Account Holder(s) upon receipt by the Broker. “

Transactions” means sale/purchase of commodities undertaken by the Broker on behalf of the Account Holder(s) pursuant to instructions received by the Broker.

**SPECIAL TERMS AND CONDITIONS NCEL**

The terms and conditions set herein below shall be equally binding on the Broker and the Account Holder(s):

**1. RULES AND REGULATIONS**

1.1. All trades, transactions and contracts between the parties shall be subject to the Securities & Exchange Ordinance, 1969 read with the Securities & Exchange Commission of Pakistan Act, 1997, Commodity Exchange and Future Contract Rules, 2005, General Regulations of the Exchange, Notices and Circulars. The Broker shall ensure provisions of copies of all the above Rules, Regulations, Notices and Circulars at his office for access to the Account Holder(s) during working hours.

1.2. The Account Holder(s) understands that every transaction executed on an exchange may be subject to levies and charges that such exchange may from time to time impose. The broker is hereby authorized to collect such levies or charges from the Account Holder(s) in accordance with the relevant rules and regulation. The account Holder further agrees to bear the cost of settlement, deferment as charged under rules on the exchange and shall be liable to pay all taxes as may be applicable under the Federal and/or Provincial tax laws including sales tax, if applicable, in connection with deliveries and purchase of commodities against the open positions at the expiration of contracts.

**2. AUTHORITY/RESPONSIBILITY OF BROKER/ ACCOUNT HOLDER(S)**

2.1. All positions (brought forward, created during the day, closed out during the day) in Commodity Futures Contracts, at the close of trading hours on a day, shall be marked to market at the Daily Settlement Price (for Daily Mark to Market Settlement) and settled.

2.2. **Mark to market settlement resulting in losses:** Losses incurred at the end of the trading day will be first deducted from the respective funds available with the Exchange in the form of Margin deposits, after covering up the minimum margin required at the end of the trading day. If the balance available to the credit of the Account Holder(s) is not adequate to cover the loss incurred by the Broker or Account Holder(s) a variation margin call will be generated to cover the amount of loss. Variation Margin call amount will be collected from each Account Holder(s). The Account Holder(s) will be required to pay to the Exchange 100% of the amount of Variation Margin call in cash. Variation Margin Calls (Losses) at the end of each day will be paid to the Clearing House latest by the Exchange determined cutoff time on the same trading day.

2.3. **In Case of Profits:** Profit earned at the end of the trading day will be added / credited to the respective funds





available with the Exchange in the form of Margin deposits. The amount will increase the balance available at the end of trading day, to take further positions.

- 2.4. On Expiry date of a commodity futures contract, all Account Holder(s) s with open positions, will be matched for delivery in respect of all positions individually.
- 2.5. A detailed report containing all matched and unmatched requests will be provided to Account Holder(s) before the end of the day on expiration of the commodity futures contract.
- 2.6. The Account Holder(s) acknowledges that all contracts culminating in delivery, which are not squared off, would be transactions for purchase and sales between the Account Holder(s), and the Account Holder(s) would be personally liable to each other through the contract. The relationship between the Account Holder(s) inter se is and will be governed and regulated by the Regulations of the Exchange.
- 2.7. The Account Holder(s) shall submit invoices any and all such other documents as required under the prevalent laws and forward the same to the Clearing House within stipulated period as specified by the Exchange from time to time.
- 2.8. Account Holder(s) shall authorize the Broker to buy, sell or close out any part or all of the contracts held in the Account Holder(s) account with the Broker. The Account Holder(s) will reimburse the Broker for any and all such incidental expense as may be incurred by the Broker for an on account of the Account Holder(s).
- 2.9. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under the Regulations and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s).
- 2.10. While the Broker shall make every effort to carry out the instructions of the Account Holder(s), within the limits of the prices instructed by the Account Holder(s), and to execute the instructions in full, the Broker does not in any manner, express or implied, guarantee, promise, warrant, represent or assure that the instructions of the Account Holder(s) will be implemented fully or even partially and/or within the limits notified by the Account Holder(s). The Account Holder(s) agree(s) that it/they shall not be entitled to make any claim against the Broker and the Broker shall not be responsible for any loss arising out of instructions not implemented fully or partially, due to oversight or reasons not attributable to the Broker or reasons beyond the Broker's control, unless the loss to the Account Holder(s) has arisen out of the gross negligence or oversight of the Broker.
- 2.11. All purchases and sales of commodity shall be executed by the Broker during the trading hours of the Exchange. Unless the Account Holder(s) give(s) specific instructions to the Broker to the contrary, the Account Holder(s) acknowledge(s) that all orders shall be good for the pertinent day only and shall lapse at the end of the official trading day of the Exchange.
- 2.12. The Broker may, from time to time at the request of the Account Holder(s) or of its own volition, provide to the Account Holder(s) information relating to investment opportunities in the market and/or of finances/ economic nature. The Broker however does not guarantee the accuracy/veracity/reliability of such information and the Account Holder(s) acknowledge(s) that any steps or instructions issued in reliance of such information shall be deemed to have been unilaterally taken/ issued by the Account Holders at his/her/their sole risk and responsibility in respect of the consequences emanating there from. It is agreed and understood that the decision to sell or purchase any commodities or to make any investments or disinvestments, shall be deemed to have been made only by the Account Holder(s) based on his/her/ their own acumen and judgment, without any representation or assurance from the Broker as to its profitability or viability.
- 2.13. The Broker is entitled to assume the correctness and validity of any instructions given by or which appear to have been duly authorized by the Account Holder(s) and his Authorized Person and any action taken by the Broker shall be valid and binding upon the Account Holder.
- 2.14. The Broker shall provide the trade confirmation of the executed transactions to the Account Holder at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt as

noted in Clause 2.9.

- 2.15. In case there are any error(s) in the trade confirmation statement, the Account Holder(s) shall report the same to the Broker within one business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s). Provided however, the Broker's decision as to whether or not there has been any error in the daily confirmation statement, shall be conclusive and binding upon the Account Holder(s).
- 2.16. The Account Holder(s) shall have a right to obtain a copy of his/her/their ledger statement under official seal and signature of the Broker or his authorized representative on a monthly basis and otherwise as and when required by the Account Holder(s)' at a reasonable cost to the Account Holder(s). In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 (one) day of receipt of the ledger statement to remove such discrepancy.
- 2.17. The Account Holder (s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr./Ms./ \_\_\_\_\_ I. D. No. \_\_\_\_\_ (Authorized Person) to transact in the account in which event the transactions shall be executed by the Authorized Person on behalf of the Account Holder(s). All transactions executed by the Authorized Person shall be binding upon the Account Holder(s). The Broker shall upon receipt of instructions from the Account Holder or the Authorized Person is entitled to purchase or sell the commodities and deal in and engage in transactions in commodities upon the instructions of the Account Holder(s) and/or his/her/their Authorized Persons, as provided in Clause 2.9 hereinabove.
- 2.18. The Broker shall be responsible to append a list of his authorized traders and designated employees, who can deal with the Account Holder(s), with this Account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect. The Account Holder(s) shall not deal with any person at the Broker's office, except with the Broker's key personnel. The Broker shall not be responsible for any dealings between the Account Holder(s) and any unauthorized person.
- 2.19. In case a Broker converts his individual membership rights to corporate membership and vice versa, or in case of merger of the Broker's corporate membership with another entity, subject to the condition that the beneficial ownership remain the same, the agreement and conditions laid down herein above shall remain effective, unless otherwise mutually agreed by the parties.
- 2.20. In the event of the death or insolvency of the Account Holder(s) or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Account Holder(s) has ordered to be bought or sold, the Broker may with the approval of the Exchange, close out the transaction of the Account Holder(s) and the Account Holder(s) or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus / profits which may result there from.
- 2.21. In the event of failure or refusal to effect the delivery against purchase contract by any Broker of the pertinent Exchange through whom the Broker may have purchased the commodities or refusal to accept delivery against any sales contract by any Broker of the said Exchange through whom the Broker may have sold the commodities , the Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and, in any such event, Regulations of the Exchange shall at all times prevail and shall be binding upon the parties.
- 2.22. The Broker shall not be liable for any fraud, forgery; mis-declaration or any other act or omission on the part of any Account Holder(s) and the contracts shall be purchased or sold at the sole risk of the Account Holder(s) with no obligation on part of the Broker.
- 2.23. Trade Obligations: The Account Holder(s) shall accept all trades executed, irrespective of the fact that the order is executed partially or in full, on the Exchange.

2.24. In case the Account Holder(s) is/are Foreigner Resident, Foreigner Non-Resident and Non-Resident Pakistani, permission from the government of Pakistan and/or the State Bank of Pakistan shall be obtained by the Account Holder(s), if required under any laws, Rules or Regulations.

2.25. The Account can be closed by mutual consent, upon at least one month prior written notice to the by one party to the other. Upon service of such notice, no further transactions of commodities will be executed by the Broker on Account of the Account Holder(s), except that all pending orders shall be executed and all settlement shall be made. This is without prejudice to the right of the Broker to close the Account and to square off the Account Holder(s)' position and recover all out standings, dues, losses, etc. without any prior notice in event of non-payment or breach of any of the terms and conditions of this Agreement by the Account Holder(s). The Account Holder(s) shall continue to be liable for any shortfall.

### 3. ONLINE TRADING

3.1. Online trading will be permitted through Broker for the purpose of buying and selling commodities at the Commodity Exchange (Online Exchange)

3.2. A Password and PIN (Personal Identification Number) will be issued to the Account Holder(s) by the Broker as the Account Holder(s) Personal PIN or Code to enable the Account Holder(s) to have access to and use the account for Online Trading. The Password & PIN may be communicated through E-mail or through courier to the Account Holder(s) at his/her/their own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take ever reasonable precaution to prevent discovery of the Password/PIN by any other person(s).

3.3. The Account Holder(s) shall ensure that all information needed by the Broker in verifying the Account Holder(s) identity is accurately disclosed to the Broker over the telephone. It is further clarified that any/all instruction by the Account Holder(s) to the Broker via telephone shall be imparted only through the Broker's designated telephone number(s) which shall be intimated to the Account Holder(s). Any change in such telephone number shall be promptly notified to the Account Holder(s). Any instruction/communication exchange through telephone numbers other than those which have been notified by the Broker shall not be entertained.

3.4. The Account Holder(s) agree(s) and understands that any/all instructions/communications carried out in respect of an account whereby the verification procedures adopted as of the Online Trading facilities are satisfied, shall be deemed to be carried out directly by the Account Holder(s).

3.5. The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic/Online Trading. It shall be the responsibility of the Account Holder(s) to review all communications sent by the Broker including e-mails, confirmation statement, notices, margin and maintenance calls whether delivered by mail, e-mail or electronic terminals. If the Password/PIN is disclosed to any third party the Account Holder(s) should immediately notify the same to the Broker and The Account Holder(s) should obtain New Password & PIN from the Broker to prevent any loss or harm. The Account Holder(s) will immediately notify the Broker of any loss, theft or unauthorized use of his/her/their account number and/or Password/PIN. The Account Holder(s) shall immediately notify the Broker in writing of any change in his/her/their e-mail or other address as mentioned in the Account Opening Form.

3.6. All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). The Account Holder(s) acknowledges that Electronic/Online Trading may from time to time be adversely affected (inter alia) by network congestion, equipment failure, software failure, system breakdown, loss of connectivity, power failure, adverse market conditions, partial execution of order and/or technical glitches/failures (including but not limited to connectivity failures). Neither the Broker nor any of its Directors or officers, its management, its branch offices, offices of supervisory jurisdiction and their respective registered representatives and employees, would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s) including those due to the misuse of the Account Holder(s) information and affairs by unscrupulous person(s).

#### 4. COMMISSION

The Account Holder(s) shall pay such commission at such rates and on such basis as the Broker may from time to time advise to the Account Holder(s), either verbally or in writing, in accordance with prescribed rates stipulated by the relevant Exchange or at such rates as the Broker may decide within the limits stipulated by the relevant Exchange. Besides, the Brokers may also authorized to collect any levies, charges, taxes, rates, duties, including central excise duties, sales tax, etc. on each transaction as may be levied by the Federal, Provincial or Local Government(s), the Commission and/or the Exchange. In case any withholding tax is applicable on payments to be made to the Account Holder(s), the same shall be withheld in accordance with the pertinent regulations.

#### 5. PAYMENT OF MARGIN

5.1. The Account Holder(s) shall pay to the Broker such amount as an initial deposit (collateral) as decided by the Broker and in such form as may be approved by the Broker up-Front, on or before creating a position in any contract. The Broker shall reserve the mark-up margin (commonly referred to as haircut margin) from the collateral, which shall not be utilized for margin requirement. The collateral reduced by mark-up / haircut margin shall thereafter be utilized against creating and maintaining the position by the client. The mark-up margin shall be subject to change from time to time as may be decided by the Broker or the Exchange.

5.2. Variation Margin will be collected in cash only. The Account Holder(s)'s further order will add to the open positions only if the balance of the initial margin deposit is adequate to meet the initial margin required on such new positions. The Account Holder(s) shall not be permitted to create any new open positions, until receipt of such additional initial margin.

5.3. Variation Margin calls resulting due to daily Mark to Market settlement in respect of admitted deals in Commodity Futures Contracts shall be cash settled, only.

#### 6. DISCLOSURES AND CONFIDENTIAL INFORMATION

The Broker shall not disclose the information of the transactions of the Account Holder(s) to any third party and shall maintain the confidentiality of this information. However, in case any appropriate Court, Tribunal, Exchange, the Commission, the State Bank, the Investigating Agencies (such as NAB, FIA, ANF, etc.) or the Federal or Provincial or Local Government(s) as the case may be, in exercise of its/their powers under the law require(s) any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever. Provided however that the Broker shall be allowed to share the details of the Account Holder(s) as mentioned in the Account Holder(s) registration form or any other information pertaining to the Account Holder(s) with parties / entities other than when required under law with the express permission of the Account Holder(s).

#### 7. PROVISION IN CASE OF DEFAULT

7.1. In case an Account Holder(s) fails to deposit the amount of Variation Margin call during the timings specified by the Exchange his trading account(s) and the rights arising in connection thereto will be suspended.

7.2. In the event of a default of a Broker on his own account, the Account Holder(s) money shall not be utilized to meet the Broker's liabilities. In such cases, the Account Holder(s)'s positions shall be either transferred to another solvent Broker or closed-out as per the Regulations of the Exchange. The loss, if any, caused to the Account Holder(s) because of such action would be recoverable by the Account Holder(s) from the Broker. In the event of failure of the Account Holder(s) to fulfill his obligations to the Broker, the Exchange or the Clearing House, the Account Holder(s)'s position may be closed out and the money, if any, of the Account Holder(s) available with the Broker or with any other Broker or the Exchange, may be adjusted against the Account Holder(s)'s liabilities / obligations.

7.3. In case of any amount due from the Account Holder(s) has not been paid within the period specified, the Broker

shall have the right to settle the outstanding amounts by closing out the contract. The Account Holder(s) shall further be liable for all losses, damages, costs and expenses, which the Broker may suffer or sustain due to non-payment by the Account Holder(s).

7.4. The Account Holder(s) acknowledge(s) that the Broker has a general right of set-off in respect of any and all monies or sums of the Account Holder(s) lying with the Broker or indicated in any account maintained by the Broker as being to the credit of the Account Holder(s) and that such right may be exercised at the discretion of the Broker upon non-payment or other default on part of the Account Holder(s) and in such manner as the Broker deems appropriate. The Account Holder(s) agrees and acknowledges that the Broker may dispose of any commodities or any other property of the Account Holder(s) lying with the Broker at such time and prices as deemed appropriate by the Broker in its sole and unfettered discretion in order to recover amounts due to the Broker. The Account Holder(s) hereby authorizes the Broker to make such dispositions on its behalf and from the proceeds thereof to deduct/settle/ adjust/realize all sums that are or may become due and/or payable to the Broker from time to time

## 8. DELIVERY

8.1. The Account Holder(s) will be responsible for providing information for the purposes of giving/ taking delivery against his Open Position along-with information necessary for giving / taking delivery within collection of such said information from the Account Holder(s) and to submit the same to the Exchange.

8.2. The Exchange at the end of the stipulated period shall match the information provided by the Broker against Net Open Positions of the Account Holder(s) and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Broker.

8.3. The Account Holder(s) shall co-ordinate with the Broker to ensure that all requirements for giving / taking delivery are fulfilled. The Account Holder(s) shall also ensure that all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory/ regulatory charges as prescribed under applicable laws from time to time are complied with.

## 9. NOTICES

9.1. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier/registered post/fax/Email) or by hand subject to receipt/acknowledgment, as per the medium chosen by the Account Holder(s) in the title page of this Account Opening Form. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, insist upon a particular mode of receiving instructions from the Account Holder(s) in one of the above mentioned modes of communication and shall be further at a liberty to record, tape or in any other manner store such instructions. Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.

9.2. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing. The Account Holder(s) further undertake(s) to promptly notify the Broker in writing of any change in the List of Authorized Person(s), as set out in this Account Opening Form. No change thereto shall be effective and the Broker shall be entitled to rely on the information pertaining to the Authorized Person(s) and the particulars, as recorded with the Broker without incurring any liability for doing so, until such time that the Broker is so notified in writing along with the credentials and specimen signature(s) of the replacement Authorized Person(s).

## 10. AMENDMENTS

The broker shall be solely entitled from time to time and at any time to revise and/or change any of these terms and conditions including without limitations, the charges leviable in respect of the services. Such changes shall be effective from the date specified by the Broker for such modification.

## 11. GOVERNING LAW AND ARBITRATION

11.1. Whenever any difference arises between Broker and his Account Holder(s) on the other hand or between Brokers and their Authorized Representatives, or between any Broker's Authorized Representative and the Broker's Account Holder(s) in connection with the trade or transaction or contracts on the Exchange, or anything incidental hereto, it should be referred to Arbitration in accordance with the Regulation of the Exchange.

11.2. If any dispute should arise between the parties the same shall be referred to the sole arbitration of a retired judge of the Superior Courts of Pakistan agreed upon by the parties and failing such agreement each party shall nominate an arbitrator and the arbitrator so appointed, shall before entering upon the reference appoint an umpire. The parties hereby agree that they shall be bound by any award given by such arbitrator(s). If the arbitrators are at variance with respect to the award to be given, then the decision of the umpire shall be final on the parties. The venue of arbitration shall be Karachi and such proceedings shall be conducted in accordance with the provisions of the Arbitration Act 1940, or any statutory re-enactment or modification thereof.

**ACCEPTANCE & DECLARATION:**

We, the Account Holders shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the broker in respect of the joint titled account.

Or;

Our titled account shall be operated only by \_\_\_\_\_ who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating there to.

I/We acknowledge receipt of this Account Opening Form (signed here by me/us in duplicate) along with the copies of all the annexure and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.

I/We understand(s) that the commodities trading business carries risk and subject to the due diligence on part of the Broker, I/we may incur losses for which I/we shall not hold the Broker responsible. The Account Holder(s) further acknowledge(s) that the prices of the commodities do fluctuate abruptly and instantly and investments in commodities may experience abrupt upward and downward movements and may even become valueless. The Broker shall not be liable for any fluctuations in the prices of commodities due to purchase and sale on the day of the transaction and the net price mentioned in the confirmation shall be accepted as concluded final price and shall be binding upon the Account Holder(s) and the Broker. Account Holder Joint Account Holder Broker

I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above.

**Account Holder**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date : \_\_\_\_\_

**Joint Account Holder**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date : \_\_\_\_\_

**For and on behalf of Broker:**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

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

**Witness 1:**

Name: \_\_\_\_\_

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker



National Identity Card No: (copy enclosed) (Passport No. in case of Non-Resident): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

**Witness 2:**

Name: \_\_\_\_\_

National Identity Card No: (copy enclosed) (Passport No. in case of Non-Resident): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker



Annexure-'A' ----- (for companies and firms only)

**BOARD RESOLUTION**

"RESOLVED that an application be made on behalf of ..... (Name of entity) to ..... ("broker") for opening an account and for the afore-said purpose the Account Opening Form including Terms and Conditions as set out herein be executed on behalf of ..... (Name of entity).

FURTHER RESOLVED that Mr. /Ms..... and Mr. / Ms..... be and are hereby authorized and empowered, either singly/jointly for and on behalf of ..... (name of entity) to sign and execute and deliver this Account Opening Form and Terms & Conditions and other documents in connection therewith, and to do any other act, deed or thing for and on behalf of ..... (Name of entity) in respect of company's application for opening an account.

FURTHER RESOLVED that Mr. /Ms..... and Mr. /Ms. .... be and are hereby authorized and empowered, either singly/jointly to represent to the broker on all matters pertaining to the maintenance and operation of the account, to deal, liase and correspond with broker and give instruction to fulfill all the responsibilities and obligations to broker under the Law, Rules and Regulations and the Terms and Conditions in relation to the account from time to time, and to deal with other incidental and ancillary acts, things and deeds".

**Signatures of the Directors:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_  
**Date of Resolution:**

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker





**For Office Only:**

Client Account No. \_\_\_\_\_

\_\_\_\_\_  
Trader Name                      Trader Code                      Client Code/Short Name                      A/C Referred by

\_\_\_\_\_  
Account Opening Administrator                      Risk Manager                      Head of Commodity Settlement

\_\_\_\_\_  
Chief Operating Officer/  
Chief Financial Officer

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder

\_\_\_\_\_  
Broker