

## COMMODITIES PHYSICAL / FUTURES TRADING ACCOUNT OPENING FORM

**Note 1:** Every column must be filled in

**Note 2:** Columns which are not applicable should be marked "NA" and also initialed.

**Note 3:** Each page of this form must be duly signed by the Account Holder (s) and the Broker.

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

Dear Sir,

I/We, \_\_\_\_\_ request you to open a Commodity Futures Trading Account with the PMEX \_\_\_\_\_ office of \_\_\_\_\_ (PMEX Broker) for purchase and sale of futures contracts, in accordance with the Terms and Conditions attached herewith. My/our account details are as under:

### NATURE OF ACCOUNT

Individual: ☐ Company: ☐

### FOR INDIVIDUAL ONLY

Name / Title of the Account : \_\_\_\_\_

Date of Birth:    -    -       Place of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
(DD-MM-YYYY)

Status: Resident ☐ Non Resident ☐

If non resident please specify the country of residence: \_\_\_\_\_

Gender: Male ☐ Female ☐

Address : ( House ) \_\_\_\_\_

Address : ( Office ) \_\_\_\_\_

Phone # (Home) \_\_\_\_\_ Phone # (Office) \_\_\_\_\_

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

E-mail: \_\_\_\_\_

National Identity Card No.                (In case of non-Resident Passport No.)  
(Copy Enclosed):

Occupation: \_\_\_\_\_

Father / Husbands Name: \_\_\_\_\_ Annual Income: \_\_\_\_\_  
(Last 3 Years)

Specimen : \_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Broker

### FOR COMPANIES AND FIRMS ONLY

Name / Title of the Account : \_\_\_\_\_

Company Registration No. \_\_\_\_\_

Status: Resident ☐ Non Resident ☐

Address : (Registered) \_\_\_\_\_

Address : (Correspondence) \_\_\_\_\_

Board Resolution dated: \_\_\_\_\_ attached as Annexure "A" (Copy Enclosed)

Yes ☐ No ☐

Certificate of Incorporation attached as Annexure "B" (Copy Enclosed)

Yes ☐ No ☐

Date of Business: \_\_\_\_\_ Commencement: --  
(DD-MM-YYYY)

National Tax Number: \_\_\_\_\_ Sales Tax Registration Number: \_\_\_\_\_

### AUTHORISED PERSON

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

Relationship to the Account Holder: \_\_\_\_\_

National Identity Card No.  (In case of non-Resident Passport No.)  
(Copy Enclosed):

Address : ( House ) \_\_\_\_\_

Address : ( Office ) \_\_\_\_\_

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

Nature of Account: Single ☐ Jointly ☐

Phone # (Home) \_\_\_\_\_ Phone # (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 company/individual i.e. (the Account Holder) 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 its creditors,
- (b) It is not un-discharged insolvent; and
- (c) It has not been declared defaulter in repayment of loan(s) of a banks/financial institutions.

Specimen : \_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Broker

### 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

The Account Holder(s) hereby undertake(s) to deposit and maintain prescribed margin against his/her/their outstanding trades/exposure for the purpose of trading in his/her/their account. 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. The margin deposit shall be subject to increase at the discretion of the broker upon (one) business day written notice. This is without prejudice to the Brokers right to call additional amount as margin within one business day and to liquidate the Account Holder (s) outstanding positions if margin is not maintained.

### INSTRUCTIONS

Tick (✓) the appropriate box [Please see clause 17 of the Special Terms and Conditions].

Verbal: ☐ Option for written instructions: ☐

### CONFIRMATION OF TRADE AND DELIVERY OF MAIL & ACCESS TO PMEX PORTAL

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

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

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

Fax Number: \_\_\_\_\_ Direct Access to PMEX Portal: Yes ☐ No ☐

### ACCOUNT(S) WITH OTHER BROKER(S) (OPTIONAL)

Name of Broker(s): \_\_\_\_\_

Account Holder(s) ID a/c \_\_\_\_\_

Name of Broker(s): \_\_\_\_\_

Account Holder(s) ID a/c \_\_\_\_\_

### ACCOUNT WITH BANK

Name of Bank: \_\_\_\_\_

Savings / Current Account Number: \_\_\_\_\_

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

\_\_\_\_\_

Specimen : \_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Broker

## NOMINATION

In the event of death of the Account Holder, the Nominee shall be entitled to receive cash available in the account of the account holder after set-off against losses and liabilities in the Account. In case of Joint Account, the surviving Joint Account Holder shall be entitled to receive cash available in the Joint Account after set off against losses and liabilities.

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

Relationship to the Account Holder: \_\_\_\_\_

National Identity Card No.  (In case of non-Resident Passport No.)  
(Copy Enclosed):

Address : ( House ) \_\_\_\_\_

\_\_\_\_\_

Address : ( Office ) \_\_\_\_\_

\_\_\_\_\_

Date of Birth:  Email Address: \_\_\_\_\_  
(DD-MM-YYYY)

Phone # (Home) \_\_\_\_\_ Phone # (Office) \_\_\_\_\_

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

Specimen : \_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Broker



## SPECIAL TERMS AND CONDITIONS

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

1. All 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.
2. 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.  
  
Provided however, in case of any dispute among the legal heir or legal representatives, the Broker shall have the right to require them to obtain succession certificates or other mandate from an appropriate court or lawful authority.  
  
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.
3. Payment of Margins: 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.
4. 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.
5. 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. 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.
7. 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.
8. 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.
9. On Expiry date of a commodity futures contract, all Account Holder(s) with open positions, will be matched for delivery in respect of all positions individually.
10. 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.
11. The Account Holder(s) acknowledge 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.
12. Deliveries: 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 stipulated period as determined by the Exchange. The Broker shall be responsible for the collection of such said information from the Account Holder(s) and to submit the same to the Exchange.
13. 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.
14. 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.
15. 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.
16. 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 account of the Account Holder(s).
17. Broker is authorized to act on 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).
18. 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.
19. 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.
20. 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 off-investments/ 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 Holder(s) 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.

Specimen :

Account Holder

Broker

## SPECIAL TERMS AND CONDITIONS

21. 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.
22. 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 17.
23. 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).
24. Provisions in case of Default: 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. In case there being no money available with the Broker or the Exchange, the Account Holder(s) shall continue to be liable for their liabilities and obligations to the Broker and the Exchange.
25. 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).
26. 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.
27. 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 17 hereinabove.
28. 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) should only be allowed to deal with authorized traders and designated officers of the Broker. The Broker shall not be responsible for any dealings between the Account Holder(s) and any unauthorized person.
29. 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 will also be 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.
30. 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).
31. 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.
32. 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.
33. 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).
34. 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.
35. 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

Specimen :

Account Holder

Broker

## SPECIAL TERMS AND CONDITIONS

purchased or sold at the sole risk of the Account Holder(s) with no obligation on part of the Broker.

36. 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.
37. Account Holder(s) 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. The Broker shall have the right to debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement / daily confirmations.
38. 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. In case of any shortfall, the Account Holder(s) shall continue to remain liable for the same.
39. 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.
40. The Account can be closed by mutual consent, upon at least one month prior written notice 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.
41. 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.
42. I/We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
43. I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
44. I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the commodity wise Position Limits of permitted commodity futures contracts as may be fixed from time to time by the Exchange with the approval of the Commission.
45. I / We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the 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.
46. 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 from any source deemed appropriate by the Broker.

## ADDITIONAL TERMS & CONDITIONS

1. Online Trading will be permitted through Broker for the purpose of buying and selling commodities at the Commodity Exchange (Online Exchange).
  - (a) A Password and PIN (Personal Identification Number) will be issued to 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 every reasonable precaution to prevent discovery of the Password/PIN by any other person(s).
  - (b) 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.
  - (c) 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).
  - (d) 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.
  - (e) 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).
  - (f) The Broker shall make all the payments through crossed cheques / bank drafts / pay orders or any other crossed banking instruments showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period of five years.
  - (g) All orders received telephonically and placed on Pakistan Mercantile Exchange (Formerly National Commodity Exchange) Terminal shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so as the orders could possibly be sorted on UIN basis and made user friendly.

Specimen :

Account Holder

Broker

### SIGNATURE OF ACCOUNT HOLDER

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

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

### FOR AND ON BEHALF OF BROKER

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

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

#### Witness 1

#### Witness 2

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

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

CNIC No.:

CNIC No.:

Approved by : \_\_\_\_\_  
Compliance

\_\_\_\_\_   
Operations

### ENCLOSURES - FOR INDIVIDUALS

1. Attested copies of National Identity Card of the applicant.
2. Attested copies of Computerized National Identity Card of the Nominee.
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

Specimen : \_\_\_\_\_  
Account Holder

\_\_\_\_\_   
Broker



## 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 PAKISTAN MERCANTILE EXCHANGE (FORMERLY NATIONAL COMMODITY EXCHANGE LIMITED) ("PMEX").

PMEX has not passed the merits of participating in this trading segment nor has PMEX 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.

Specimen :

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

\_\_\_\_\_  
Broker

### 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, maybe 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.

### AUTO LIQUIDATION THRESHOLD LIMIT

I/we hereby agree that a threshold limit of \_\_\_\_\_ % shall be placed in my Commodities Trading Account. I understand that this threshold Limit will be a system generated action and will be triggered automatically as soon as the limit is breached, further trading will be allowed only after the requisite liquidity in my account is restored.

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

#### The following rules have been defined in the trading system :-

1. All futures trading accounts will be subject to the Exchange minimum auto-liquidation Threshold value.
2. Auto-liquidation Thresholds will be defined in terms of percentage only.
3. The minimum value will be computed as a percentage of Exchange margin requirements of account's open positions. Current Value is 20% of Exchange margin.
4. Trading accounts subject to auto-liquidation threshold will be allowed to trade in liquid contracts only.
5. In the event that an account liquidity value is less than the Threshold, the auto-liquidation process will be started by the Exchange ETS (Electronic Trading System). The auto-liquidation function will cancel all working order following by closing-out of all open positions of the account.
6. Trading system evaluates client threshold breach approximately after every 20 seconds in the normal course of operation; based on the market maker's latest bid/offer price. This may change from time to time.
7. The Exchange reserves the right to change minimum auto-liquidation threshold percentage value and any other parameters related thereto.
8. JSGCL reserves the right to review percentage of the threshold limit independently of the PMEX's right to change the minimum threshold percentage.

Specimen :

Account Holder

Broker

### Important Note:

- I The client will be responsible to maintain at least minimum required margin in their trading account during trading session to reduce the risk of auto liquidation.
- I If positions are not auto-liquidated due to any reason, client shall still remain liable for the positions and related market risk in all their trading accounts.

### Principal Risk Factors Associated with Auto Liquidation.

There are several risk factors associated with auto-liquidation; for instance:

1. A trading account could be automatically liquidated if Exchange has received wrong data (bad ticks) from the market.
2. Client positions may also be liquidated if there is an error in VaR margin computation or a key punch error in recording Exchange margins.
3. Client positions may auto liquidate if Exchange VaR margins have been increased due to notified gazette holidays such as bank holidays.
4. If the account value changes overnight, the account can be auto liquidated upon the market open.
5. Market volatility could cause an account to be auto-liquidated on short or relatively no notice to client.
6. Trading account(s) could be auto-liquidated if client's funds are not allocated in a timely manner to their trading account(s).

Specimen :

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

\_\_\_\_\_  
Broker

## Undertaking For Foreign Account Tax Compliance Act (FATCA)

	Account Holder	Joint Account Holder 1	Joint Account Holder 2	Joint Account Holder 3
Name:				
Country of Permanent Residence:				
Country of Birth:				
Nationality:				
Date of Submission:				

Please confirm the following:	Yes	No	Yes	No	Yes	No	Yes	No
If you hold multiple nationalities (if yes, please indicate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you a Resident of any country other than Pakistan (If yes, please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any tax obligation in a country other than Pakistan (Note: If "YES" then please specify the list of countries along with its respective Tax Number, Social Security Number or local equivalent.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

I/ We undertake to provide the Broker with any undertakings and/ or declarations including signing all form, within the specified timeframe, which in the opinion of the broker are necessary and appropriate for the purposes given above. In case we cease or fail to comply with the Broker's requirement of fail for whatsoever reason to provide any necessary undertaking or declaration or fail to sign any required form as set out above the broker shall have the right at its own discretion to unilaterally close the account and terminate working relations with us/me.

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

\_\_\_\_\_  
Joint Account Holder 1

\_\_\_\_\_  
Joint Account Holder 2

\_\_\_\_\_  
Joint Account Holder 3

Specimen :

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

\_\_\_\_\_  
Broker



**Certificate of Foreign Status of Beneficial Owner for United States Tax  
Withholding and Reporting (Individuals)**

**Form**

(Rev. February 2014)  
Department of the Treasury  
Internal Revenue Service

► For use by individuals. Entities must use Form W-8BEN-E.

► Information about Form W-8BEN and its separate instructions is at [www.irs.gov/formw8ben](http://www.irs.gov/formw8ben).

► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form if:**

- I You are NOT an individual ..... W-8BEN-E
- I You are a U.S. citizen or other U.S. person, including a resident alien individual ..... W-9
- I You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) ..... W-8ECI
- I You are a beneficial owner who is receiving compensation for personal services performed in the United States ..... 8233 or W-4
- I A person acting as an intermediary ..... W-8IMY

Instead, use Form:

**Part I**

**Identification of Beneficial Owner** (see instructions)

- |  |  |
|--|--|
| 1. Name of individual who is the beneficial owner:<br><br>_____  | 2. Country of citizenship:<br><br>_____                            |
| 3. Permanent residence address (street, apt. or suite no., or rural route) Do not use a P.O. Box or in-care-of address:<br><br>_____ |  |
| City or town, state or province. Include postal code where appropriate:<br><br>_____   | Country:<br><br>_____  |
| 4. Mailing address (if different from above):<br><br>_____   |  |
| City or town, state or province. Include postal code where appropriate:<br><br>_____   | Country:<br><br>_____  |
| 5. U.S. taxpayer identifications (SSN or ITIN), if required (see instructions):<br><br>_____   | 6. Foreign tax identifying number (see instructions):<br><br>_____ |
| 7. Reference number(s) (see instructions):<br><br>_____  | 8. Date of birth (MM-DD-YYYY) (see instructions):<br><br>_____     |

**Part II**

**Claim of Tax Treaty Benefits** (for chapter 3 purposes only) (see instructions)

9. I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
10. **Special rates and conditions** - (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income):  
\_\_\_\_\_  
\_\_\_\_\_  
Explain the reasons the beneficial owner meets the terms of the treaty article:  
\_\_\_\_\_  
\_\_\_\_\_

**Part III**

**Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution;
- I The person named on line 1 of this form is not a U.S. person;
- I The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States;
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty; or
  - (c) the partner's share of a partnership's effectively connected income
- I The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- I For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here**

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer \_\_\_\_\_ Capacity in which acting (if form is not signed by the beneficial owner) \_\_\_\_\_