



**ESCORTS INVESTMENT BANK LIMITED**

**ESCORTS INVESTMENT BANK LIMITED**

CORPORATE MEMBER: LAHORE STOCK EXCHANGE (GTE) LIMITED  
LSE CODE # 140

CORPORATE MEMBER: KARACHI STOCK EXCHANGE (GTE) LIMITED  
KSE CODE # 138

SECP BROKER REGISTRATION # BRL-99

**REGISTERED OFFICE & HEAD OFFICE**

**ESCORTS HOUSE, 26 - DAVIS ROAD, LAHORE - PAKISTAN.**

**Main Office:**

Ground Floor, State Life Building,  
15-A, Davis Road, Lahore - Pakistan.  
Tel: (92-42) 6300757 - 58  
Fax: (92-42) 6300616  
Email: [main@escortsbank.net](mailto:main@escortsbank.net)

**LSE Office:**

Room No. 3 & 6, Mezzanine Floor,  
Lahore Stock Exchange Building,  
19-Nayab-e-Ahmad-e-Iqbal,  
Lahore.  
Tel: (92-42) 6307163-7  
Fax: (92-42) 6307168

**Islamabad Office:**

15-E, Mezzanine Floor,  
Rehmat Centre, Bite Area,  
Islamabad.  
Tel: 051-2874601-3  
Fax: 051-2874604  
Email: [main@escortsbank.net](mailto:main@escortsbank.net)

**Faisalabad Office:**

Room No. 519, 5th Floor,  
State Life Building,  
24-Isqat Road, Faisalabad.  
Tel: 041-2624908, 2626033  
Fax: 041-2626179

**Sialkot Office:**

Room 226, Sialkot Trading Floor  
Cariff Plaza, Sialkot.  
Tel: 052-6634320-4  
Fax: 052-4596097

**Karachi Office:**

Ground Floor,  
Bakria Complex-1  
M.T. Hajar Road, Karachi.  
Tel: 021-6611221  
Fax: 021-6610538  
Email: [main@escortsbank.net](mailto:main@escortsbank.net)

**KSE Office:**

Room No. 53, 53A, Stock Exchange  
Building, Stock Exchange Road,  
Karachi.  
Tel: 021-2472370-73  
Fax: 021-2472374

<b>Trading A/c</b>	<b>CDC A/c</b>

**Account Opening Form (Individuals)**

<b>ACCOUNT TITLE:</b>		
<b>ACCOUNT TYPE</b>	<i>SINGLE</i>	<i>JOINT</i>
<b>MAILING ADDRESS:</b>		
<i>(To be used for all correspondence between Escorts Investment Bank Limited and the Account Holder (s))</i>		

**NOTE (1): ACCOUNT HOLDERS, JOINT ACCOUNT HOLDERS & THE BROKER ARE REQUIRED TO SIGN EACH PAGE OF THIS ACCOUNT OPENING FORM.**

**NOTE (2): COLUMNS WHICH ARE NOT APPLICABLE SHOULD BE MARKED "NA" AND ALSO INITIALED.**

1. All Transactions between the Parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities & Exchange Ordinance 1969, as amended from time to time. Moreover, all applicable provisions of the Ordinance read with the Securities and Exchange Commission of Pakistan Act 1997, the Brokers and Agents Registration Rules 2001, the Securities and Exchange Rules 1971 and all directions/directives passed from time to time to regulate the trades between the parties and to regulate Brokers conduct and the Central Depository Companies of Pakistan Act 1971 Rules framed thereunder and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provision of copies of all the above Laws, Rules and Regulations at its office for access to the Account Holder(s) during working hours.

2. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealings in Securities, such as trading and/or settlement of deliveries of Securities on behalf of the Account Holder. The Broker shall not use such amounts for its own use.

2(a). The credit amount of the Account Holder(s) shall be kept by the broker in a separate bank account titled "Account Holder/ Client Account" and shall not be used by the broker for his own business.

3. **Instruction to Broker (Please cross out whichever is not applicable):**

<p>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 rule 4(4) of the Securities and Exchange Rule, 1971, and all such Transactions recorded by the Broker in its books shall be conclusive and binding upon the Account Holder, which shall not be questioned by him/her/they, subject to clause 6 below.</p>	<p>OR</p>	<p>The Account Holder(s) shall give written instructions for the sale/purchase of Securities to the Broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed Transactions as required under rule 4 (4) of the Securities and Exchange Rules, 1971, and all such Transactions recorded by the Broker in its books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/they, subject to clause 6 below.</p>
<p><i>Signature(s) of Account Holder(s)</i></p>		

4. The Broker shall provide the 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.

5. In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one (1) business day of the receipt of confirmation. In case the Account Holder does not respond within one (1) business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed to be conclusively accepted by the Account Holder(s).

6. In the event that the Account Holder(s) fails to deposit additional cash or securities as margin within one (1) business day of the margin call (in writing), the Broker shall have absolute discretion to and without further notice to the Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the Securities purchased and carried in the Account, at the sole risk & responsibility of the Account Holder without involving any liability against the Broker arising out of such action, so that the margin is maintained at the required level or the losses suffered by the Broker can be recovered.

7. The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC sub-account of the Account Holder(s) subject to full payment by the Account Holder. In case of companies which are not on the CDS, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit/cash balance available in the Account of the Account Holder(s) preferably in form of A/c Payee cross cheque only within one (1) business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements) and adjustment of any legitimate claim of the Broker.

8. (1) The Broker shall encourage the Account Holder to make payments to the Broker by "A/c Payee only" cross cheque (in case of amounts in excess of Rs. 50,000/-) and "A/c Payee only" cheque or cash (for amounts below Rs. 50,000). The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder duly signed by authorized agents/employee of the Broker and the Account Holder shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder, specifically mentioning if payment is for margin or the purchase of Securities. The broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients.

8(2) The Account Holder(s) shall pay to the Broker for all purchases before the start of the last working session of the clearing of the relevant Stock Exchange, all amounts due in respect of Securities that have been purchased or Transactions carried out by the Broker on the instructions of the Account Holder(s), whether or not the Account Holder(s) has received invoice/bills in respect thereof. For the purpose of this clause, a certificate by the Broker that a particular amount is due in this regard, shall be conclusive proof thereof and shall be binding upon and not called in question by the Account Holder(s).

8(3) In case of any amount due from the Account Holder(s), as may be certified by the Broker in respect of Securities purchased on account of the Account Holder(s), has not been paid by the Account Holder within the period specified in Clause 9(1) above, the Broker shall have the right to settle the outstanding amounts out of any money(ies) or margin of the Account Holder(s) lying with the Broker or from any money(ies) realized from the sale of Securities or any other held by the Broker as margin or security and the Broker shall have an unfettered right and power to sell, transfer and dispose of such assets and/or the margin or security as the Broker may deem fit.

8(4) In case of a sale Transaction, the Account Holder(s) shall, before the start of the last working session of the clearing of the relevant Stock Exchange, deposit with the Broker the Securities which he has instructed the Broker to sell. The Account Holder(s) shall be responsible to ensure that such Securities are in a state or form whereby they can be marketed, delivered and transferred. The Account Holder(s) also undertake(s) to comply with the directions of the Broker for regularization of any defect, mistake, discrepancy or irregularity or any such matter in respect thereof.

8(5) Without prejudice to the Broker's rights, remedies and recourses mentioned in any of the preceding clauses, in the event of the Account Holder's failure to make the payment against a purchase contract as mentioned in clause 8(1) and 8(2) above, or to deliver or deposit the Securities against a sale contract, as mentioned in clause 8(3) above and/or to deposit and maintain the margin as mentioned in the margin deposit condition mentioned hereinabove, the Broker shall have the right to square up and liquidate the Account Holder's outstanding position(s) and recover all the outstanding dues from the Account Holder(s), including losses, costs and expenses which the Broker may suffer or sustain out of any margin or Securities or collaterals that may be held by the Broker at the relevant time. The Account Holder(s) shall continue to be liable for any shortfall.

9. The members shall make all the payments of Rs. 25,000/- and above, 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.

10. The Account Holder(s) shall have the right to obtain a copy of his ledger statement under official seal and signature of the Broker or its authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within one (1) day of receipt of the ledger statement to remove such discrepancy.

11. The Account Holder(s) shall operate the Account and execute Transaction himself/herself/themself unless the Account Holder(s) authorizes Mr./Mrs./Ms. \_\_\_\_\_ NIC. No. \_\_\_\_\_ (hereinafter referred to as the "Authorized Representative") to operate the Account. All Transactions executed by the Authorized Representative shall be binding upon the Account Holder. Revocation of this authority of the Authorized Representative shall be recorded in writing by letter signed by the Account Holder(s) and delivered by hand or by courier service or registered post acknowledgment due. All Orders executed and Transactions made up to the time of the receipt of the revocation letter by the Broker shall be binding on the Account Holder(s).

**12. For Joint Accounts Only (Please Cross out whichever is not applicable):**

<p>The Account Holder(s) shall operate the Account jointly or severally and the instructions issued either jointly or severally shall be binding on the Account Holder(s) as well as upon the Broker in respect of the joint Account.</p>	<p>OR</p>	<p>The Account shall be operated only by _____ who shall be deemed to be the Authorized Representative for operating the Joint Account or issuing any instructions relating thereto.</p>
<p>_____ <i>Signature(s) of Account Holder(s)</i></p>		

13. The Broker shall be responsible to append a list of its authorized agents/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.

14. The Broker shall 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. The Account Holder(s) agree(s) to pay such commission at such rates and on such rates as the Broker may from time to time advise to the Account Holder(s), either verbally or in writing, in accordance with the prescribed rates stipulated by the relevant Stock Exchange or at such rates as the Broker may decide within the limits stipulated by the relevant Stock Exchange. In addition, the Broker may 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 Securities and Exchange Commission of Pakistan, the Stock Exchange(s) and/or the Central Depository Company of Pakistan Limited. 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 laws, rules and regulations.

15. 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 Court, Tribunal, Stock Exchange, the Securities and Exchange Commission of Pakistan, the State Bank of Pakistan, the investigating agencies of Pakistan or the Federal, Provincial or Local Government(s) as the case may be, in exercise of its powers under the law requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.

16. In case a Broker converts his individual membership rights to corporate membership and vice versa the agreement and conditions laid down herein above shall remain effective unless otherwise agreed by the parties.

17. The 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. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail. Confirmation of orders to clients made through fax or e-mail will have a time record.

18. All orders received telephonically and placed on KATS / LOTS 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.

19. The Broker may obtain such information as it may deem necessary from the Account Holder or his employees, business acquaintances and banks/financial institutions to verify the creditworthiness and reputation of the Account Holder(s).

20. The Broker may change the terms and conditions of this Agreement at its discretion upon written notice to the Account Holder(s), who shall be deemed to have accepted the changes by not closing the Account and/or by continuing to use the Account. The Account Holder acknowledges the receipt and signing of the Account Opening Form and undertakes that he has understood all the terms and conditions of this Agreement.

21. Whereas the Broker shall endeavor to purchase or sell the Securities within the limits of the prices and quantity specified by the Account Holder(s) in his Orders, the Broker does not guarantee or assure that the Transaction will be executed within such limits.

22. The Account Holder(s) undertakes to honor partial execution of Orders since it cannot be guaranteed that the Orders will be executed for the full quantity.

23. The Broker shall not be responsible for any delay in the delivery of the Securities due to any corresponding delays on the part of the Stock Exchange or any other member of the Stock Exchange or a third party through which the Securities may have been deliverable or required to be delivered for any reason whatsoever beyond the Broker's control. The Broker shall also not be liable for any delay in the payments to be made by the Members of the Stock Exchange and/or the Clearing House of the Stock Exchange or the National Clearing Company of Pakistan Limited through whom/which the Securities have been sold/delivered by the Broker on the account of the Account Holder.

#### 24. Authorization:

(1) The Account Holder hereby irrevocably and unconditionally authorizes the Broker to move the Account Holder's Securities from his sub-account or group account, as the case may be, from time to time with an unfettered right to dispose them off at any time without any notice to the Account Holder and to apply the net proceeds thereof towards the adjustment that may be due from the Account Holder, directly or indirectly to the Broker including under normal settlement as well as against the losses on the Account Holder's account and the Account Holder shall continue to be liable for any shortfalls.

(2) The Account Holder unconditionally and irrevocably authorizes the Broker to give on my/our behalf freeze his sub account and to move the Account Holder's Securities therein as per clause 23 (1) above without any notice to the Account Holder. The Account Holder further undertakes not to move or issue any instructions to the CDC for the movement of the Securities lying in his sub-account without prior consent of the Broker in writing.

(3) The Account Holder's unconditionally and irrevocably authorizes the Broker to give Permission/Authorization to CDC for delivery of book entry securities, represented by CFS Finance Securities from time to time, by CDC from and to his/their sub-account(s) under and in terms of Regulation 9A.4 of the CDC Regulations and such other regulations as may be made from time to time. The Broker is further authorized by the Account Holder to issue the necessary instructions to the CDC and/or the issuer from time to time to implement the Account Holder's foregoing understanding and authorizations.

(4) The Account Holder agrees that the foregoing undertakings and authorization given by him shall also constitute his irrevocable authorization in favor of the Broker for the purpose of Section 24 of the Central Depositories Act, 1997 and the Regulations of the Central Depository Company of Pakistan Limited ("CDC Regulation") as amended from time to time.

(5) The Account Holder hereby appoints the Broker as a custodian for holding and retaining any Securities purchased on behalf of the Account Holder. If any Securities sold on the account of the Account Holder are lying with the Broker as custodian, the Broker shall have the power to effect deliveries directly to the purchasers on Account Holder's behalf. The Account Holder undertakes to make prompt deliveries to the Broker of the Securities sold by him either through physical delivery of the share certificates along with the duly verified transfer deeds or through the CDC, as the case may be. The broker shall have the right to accept or reject any or all deliveries for valid reasons.

25. The Broker shall not be responsible for any delay or non - performance of its obligations under this Agreement if such delay or non-performance is due to factors beyond the control of the Broker which shall, inter alia, include; war, civil commotion, strikes, plague, insurrection, floods, earth quake or a similar disaster or act of God.

26. 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 further undertakes to promptly notify the Broker in writing of any change in the list of Authorized Person(s), as set out in the 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 replaced Authorized Person(s).

28. The Account Holder understands that the share trading business carries risk and despite the due diligence on part of the Broker, it may incur losses for which the Account Holder shall not hold the Broker responsible. The Account Holder further acknowledges that the prices of the Securities may fluctuate abruptly and instantly and investments in Securities 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 Securities due to purchase and sale on the day of the Transaction and the net price mentioned in a confirmation shall be accepted as concluded final price and shall be binding upon the Account Holder and the Broker.

29. The Account Holder further confirms that all information given in the Account opening form is true and complete to the best of his knowledge and belief. The Account Holder hereby authorizes the Broker to verify any information mentioned above.

30. The Account may be closed by either party upon giving the other party 15 (fifteen) days prior written notice. Upon service of such notice, no further transactions of Securities will be executed by the Broker on account of the Account Holder, except that all pending Orders shall be executed and all settlement shall be on the effective date of such termination. This is without prejudice to the right(s) of the Broker to close the Account and to square off the Account Holder's position and recover all outstanding dues, losses etc. without any prior notice in the event of non-payment or breach of any of the terms of this Agreement by the Account Holder. The Account Holder shall continue to be liable for any shortfall notwithstanding the closure of this Account.

31. In the event no transactions are conducted through the Account for a period of 90 consecutive days, the Broker shall be entitled to cause the Account as well as any other account linked thereto with the Central Depository Company of Pakistan Limited to be inactive. Once caused to be inactive as such, the said accounts would only be activated upon the Account Holder's written instructions to this effect duly delivered to the Broker. The Account Holder shall not be able to conduct any Transaction through the Account during any period when it is inactive.

## General Commissions Slab for Clients

### GENERAL SLAB

Share Prices	Delivery	Trading	CFS	Future/ Provisional
000.01———049.9999	0.070	0.0620	0.010	0.070
050.00——— 099.9999	0.080	0.0720	0.010	0.080
100.00———199.9999	0.150	0.1000	0.010	0.110
200.00———299.9999	0.150	0.1150	0.010	0.120
300.00———499.9999	0.250	0.1800	0.010	0.200
500.00———999.9999	0.300	0.2500	0.010	0.280
1000.00———Max	1.000	0.5000	0.010	0.500

Part A:		Particulars of Account Holder	
Name:		Office Tel #:	
Permanent Address:		Office Tel #:	
		Home Tel #:	
Mailing Address:		Mobile:	
		Fax:	
Father's/Husband's Name:		E-mail:	
		Occupation:	
Date of Birth	Gender:	Male / Female	
Nationality	Status:	Resident/Non-Resident	
NIC #: (In case of Non-Resident, Please provide passport #)	NTN # (Optional)		

Part B:		Particulars of Joint Account Holder	
Name:		Office Tel #:	
Permanent Address:		Office Tel #:	
		Home Tel #:	
Mailing Address:		Mobile:	
		Fax:	
Father's/Husband's Name:		E-mail:	
		Occupation:	
Date of Birth	Gender:	Male / Female	
Nationality	Status:	Resident/Non-Resident	
NIC #: (In case of Non-Resident, please provide passport #)	NTN # (Optional)		

Part C:		CDC Sub - Account Information	
Do you wish to open a CDC Sub-Account with Escorts Investment Bank Limited?		YES	NO

If yes, then please provide the following details:

a. Zakat Status:

Muslim		Non-Muslim
Zakat Payable	Zakat Non Payable <i>(Pls. provide copy of CZ-50 for EILB record)</i>	Not Applicable

b. Dividend Mandate:

YES	NO
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If yes, then please provide the following information:

Bank A/C Title	Bank Name & Address:
Account #:	

**Part D:****Margin Deposit**

The account Holder(s) hereby undertake(s) to deposit and maintain 20% margin against his outstanding trade(s)/exposure(s) for the purpose of trading in his account. The Account Holder (s) shall be responsible to ensure that the Margin shall be either in cash or in Securities approved by the Broker for the purpose of margin deposit, which are in a state or form whereby they can be marketed, delivered and transferred. The Account Holder(s) undertakes to comply with the directions of the Broker for regularization of any defect, mistake, discrepancy or any other matter in respect of Securities deposited as Margin. The Broker shall notify the Account Holder(s) about any change in the above Margin requirements for the already executed trade(s) and/or for future trade(s) at least 3 (three) days prior to the implementation of the revised margin requirements. This is without prejudice to the Broker's right to call additional cash or Securities as Margin within one business day and to liquidate the Account Holder(s) outstanding positions as mentioned in clauses 7 and 9 of the Special Terms and Conditions appended below.

**Part E:****Nominee Details**

In the event of death of Account Holder, the nominee shall be entitled to receive securities/balance available in the account of the account holder after set-off against losses/liabilities in the account.

<b>Name of Nominee</b>	<b>NIC #</b> <i>(Please provide NIC Copy)</i>
<b>Date of Birth</b>	<b>Postal Address</b>
<b>Telephone</b>	<b>E-mail:</b>
<b>Relation of Nominee</b>	

**Part F:****Additional Information**

<b>Client's Bank Details</b>		<b>Accounts with Other Brokers</b>		
<b>Name and Address(es) of Bank (s)</b>	<b>Savings/Current Account #</b>	<b>Name of Broker (s)</b>	<b>Member Exchange</b>	<b>Client ID/ Account</b>

**Part G:****Name of Person(s) Authorised to operate the Account**

The Account shall be operated by the following :

	<b>Names</b>	<b>Specimen Signature</b>	<b>Singly / Jointly</b>
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			

The Broker and the Account Holder are hereinafter collectively referred to as the "Parties"

**I. Definitions**

(1) In these Terms and Conditions, the following words shall have the meaning assigned to them:

- (a) "Account" means the brokerage account maintained by the Account Holder for trading in Securities or futures transactions or any other transactions conducted by the Account Holder through the Broker on a Stock Exchange or with a member thereof as detailed in the Account Opening Form;
- (b) "Account Holder" means the holder of an Account and shall include a joint Account Holder;
- (c) "Account Opening Form" means the Account Opening Form submitted by the Account Holder for the opening of the Account and to which these Terms and Conditions apply, and shall include any such standardised brokerage account opening form as may be prescribed by the Securities and Exchange Commission of Pakistan for this purpose, each of which, when signed by the Account Holder and the Broker shall constitute an Agreement between the Parties;
- (d) "Authorised Agent" means an agent of the Broker who has been registered with the Securities and Exchange Commission of Pakistan in accordance with the Brokers and Agents Registration Rules, 2001 read with the Member's Agents and Traders (Eligibility Standards) Rules, 2001;
- (e) "Authorised Representative" means any person authorised by the Account Holder through a valid Power of Attorney to give instructions to the Broker regarding the operation of the Account and dealings therein and whose specimen signature has been provided to the Broker along with the Power of Attorney in advance;
- (f) "Broker" means Escorts Investment Bank Limited;
- (g) "CFS" means Continuous Funding System transaction undertaken in accordance with the rules and regulations of the Stock Exchanges;
- (h) "Liabilities" mean all sums and amounts payable by the Account Holder to the Broker under this Agreement at any time or from time to time on account of purchases and sales of Securities, including, inter alia, settlement differences, and wherever applicable, CFS and Stock Exchange charges as well as all losses, damages, charges, expenses incurred, suffered or sustained by the Broker out of or in relation to the Account and the Transactions including those relating to enforcement of the rights that the Broker has under this Agreement;
- (i) "Order" means an order for sale or purchase of Securities placed by the Account Holder(s) under this Agreement and shall include "at host" and "limit orders";
- (j) "Ordinance" means the Securities and Exchange Ordinance, 1969;
- (k) "Securities" shall have the same meaning as attributed to it under the Ordinance;
- (l) "Stock Exchange" means any Stock Exchange in Pakistan of which the Broker is a Member;
- (m) "Transaction" means every transaction of purchase and sale of Securities undertaken by the Account Holder or his Authorised Representative.

(2) In this Agreement, unless the context otherwise requires:

- (a) words importing singular number shall include plural number;
- (b) reference to masculine gender shall include feminine gender; and
- (c) the headings to the clauses herein are for the sake of reference only.

For and on behalf of  
Escorts Investment Bank Limited

Name:

Title:

**NOTE TO ACCOUNT HOLDERS:** Please sign in the appropriate box and cross-out the box which is not applicable.

For single accounts

Signature of Account Holder

For joint accounts

Signature of Account Holder

Signature of Joint Account Holder

**WITNESSES:**

1. \_\_\_\_\_ (LD Card No. \_\_\_\_\_)

2. \_\_\_\_\_ (LD Card No. \_\_\_\_\_)

**Part I:**

**Acceptances and Declarations by Account Holder(s)**

- a. I/We have read, accepted and agree to the Special Terms and Conditions for Opening an account with Escorts Investment Bank Limited.
- b. I/We further declare that all information contained in this form is true and correct.
- c. I/We the undersigned hereby declare that:
  - a. I/We am/are a major.
  - b. I/We am/are of sound mind.
  - c. I/We have not applied to be adjudicated insolvent and that I/we have not suspended payment and that I/We have not compounded with my/our creditors.
  - d. I/We am/are not undischarged insolvent(s).
  - e. I/We have not been declared defaulter in the repayment of loan of a bank/Financial Institution or any other creditor.
- d. I/We the undersigned shall be responsible for intimating (in writing) any change/ amendment/ addition to the above information.
- e. I/We will be conducting any and all types of transactions, which can be conducted under clause [2] of the Special Terms and Conditions. For this purpose I/We authorize the broker to open any and all necessary accounts to allow me/us to conduct/undertake transactions as described in clause[2] of the Special Terms and Conditions.

SIGNATURE OF ACCOUNT HOLDER

SIGNATURE OF JOINT ACCOUNT HOLDER

**Enclosures (for individuals):**

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

***For internal EIBL use only:***

To be completed at Branch

**Check list of Attachments:**

- NIC of Account Holder(s)
- NIC of Joint Account Holder(s) (if applicable)
- NIC of Nominee
- CZ 50 of Account Holder(s) (if applicable)
- CZ 50 of joint Account Holder(s) (if applicable)
- Any other document (pls. state)

**Account Introduced by:**

**Branch to which Account is to be Assigned:**

*Initial Margin:*

*Equity Trader to whom Account is assigned:*

*Signature of Equity Trader*

*Signature of Branch Manager*

*Checked by (Compliance)*

**Remarks (if any):**

To be completed at Head Office/Main Brokerage Office

**Account Opening Approved / Not Approved**

**Head of Sales**

**Head of Capital Markets**

**Brokerage Account #**

**Opened by:**

**Signature:**

**Opened on:**

**CDC Sub-Account #**

**Opened by:**

**Signature:**

**Opened on:**

## MARGIN TRADING AND MARGIN FINANCING APPLICATION FORM

(Note: Each and every column must be filled in)

Account Opening Form Reference No. _____	Date _____
Name of Brokerage House: _____	_____
Client ID/Account No. _____	_____
CDC Account No. _____	_____

I/We, \_\_\_\_\_, hereby apply for Margin Trading and Margin Financing.

I/We declare that since last five years:

- i. I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment and that I/We have not compounded with my/our creditors;
- ii. I/We am/are not un-discharged insolvent;
- iii. I/We have not been declared defaulter in repayment of loan of a bank/financial institutions any other creditor; and
- iv. I/We have not been convicted by a court of law for an offence involving moral turpitude;

I/We have read, understand and agree to the terms and conditions of the Margin Trading Rules, 2004 and the Margin Trading Regulations, 2004 and agree to abide by all the provisions, terms and conditions contained therein at all times. I/We confirm that all the information in this application is complete and accurate and what is stated above is true and correct to the best of my/our knowledge and belief.

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

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## **AGREEMENT FOR MARGIN TRADING AND MARGIN FINANCING**

THIS AGREEMENT is made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 200  
**BETWEEN ESCORTS INVESTMENT BANK LIMITED CORPORATE, MEMBER  
LAHORE & KARACHI STOCK EXCHANGE (GUARANTEE) LIMITED** having its  
office at 26-Davis Road, Lahore. Pakistan. (hereinafter referred to as the "**BROKER**")  
**AND MR. / MRS. M/S.** \_\_\_\_\_ an  
individual / partnership firm / company, resident of / having office  
at \_\_\_\_\_  
hereinafter referred to as the "**CLIENT**") for the administration of margin account for  
the purpose of margin trading.

### **WHEREAS**

- (a) The Broker is a Corporate Member of Lahore & Karachi Stock Exchange (Guarantee) Limited (hereinafter called the "Stock Exchanges") and registered with the Securities and Exchange Commission of Pakistan (hereinafter called the "Commission") and meets the minimum net capital and capital adequacy requirements as presently in force or amended by the Commission in consultation with the Stock Exchanges from time to time.
- (b) The Client is an Account Holder of the Broker having executed and submitted the Standardized Account Opening Form prescribed by the Commission and has applied to the Broker for grant of Margin Financing to facilitate him / it to carry out Margin Trading of securities.
- (c) The Broker has agreed to grant margin finance facility to the Client for the purchase of securities as approved by the Commission for the purpose of Margin Trading subject to the provisions of the margin Trading Rules, 2004, the Margin Trading Regulations 2004 and the directions of the Commission and the Stock Exchanges from time to time.

### **NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS UNDER:**

1. At the request of the Client, the Broker has approved a limit of Rs. \_\_\_\_\_ for the purpose of Margin Trading in approved securities by the Client, subject to availability of funds. This limit is also subject to the range fixed by the Commission from time to time generally, any direction by the Stock Exchanges to reduce the outstanding position of the Client to a certain level within the time specified by the Stock Exchanges, the complete withdrawal of said facility by the Broker to the Client or any other action that the Stock Exchanges may deem fit and proper in this regard.

2. Based on the representations made by the client, The Broker has made his / its satisfaction that the Client is eligible to avail the Margin Trading and Margin Financing facility and does not fall in the disqualified category of persons mentioned under Rule 5 of Margin Trading Rules 2004. Further the Client hereby affirms and declares that he / it is not one of the persons mentioned in the above-mentioned Rule, declared ineligible for availing the said facilities.
3. The Margin Trading shall be carried out by the Client only in securities approved by the Commission from time to time.
4. The Client shall ensure that a minimum maintenance margin of \_\_\_\_\_ is always kept in his / its margin account. However, it is understood that the margin maintenance requirement is subject to enhancement as may be directed by the Commission. The Broker may enhance the above margin requirement for the already executed trades after notifying the Client at least three days prior to the implementation of the revised margin requirement.
5. The margin to be maintained by the Client in the margin account shall be either in the form of cash and / or approved securities deposited as collateral by the Client as a percentage of current market value of the securities held in a margin account kept for the purpose of Margin Financing and margin trading. If as a result of market fluctuations, the value of the securities deposited in the margin falls below the maintenance requirement level, the Broker shall give the Client a margin call in writing.
6. If the Client fails to deposit additional cash or securities as a margin within one business day of the margin call, the Broker shall have absolute discretion without notice to the Client to liquidate his / its margin account including the securities deposited or purchased and carried in such account, to the extent that the margin is maintained at the required level. In such an event, the Broker shall have the authority to use his discretion and on best effort basis shall sell or dispose off any or all the collateral securities in any lawful manner in order to meet the fixed margin requirements as may be specified from time to time.
7. The Broker is hereby authorized by the Client to mortgage, pledge or hypothecate the securities deposited or bought on behalf of the Client by the Broker to any financial institution for the sum not exceeding the outstanding balance in the margin account.
8. The Client may withdraw from his margin account, sale proceeds or any part thereof in cash and / or any securities for the time being deposited in his / its margin account provided that the value of the margin deposit in the said margin account does not fall

9. The margin amount of the Client shall be kept by the Broker in his separate bank account titled "Client Margin Account" and shall not be used by the Broker for his own business. Similarly, the securities either deposited as margin or purchased on Margin Financing shall be kept by the Broker in a separate Central Depository Account and may be deposited, pledged in favour of the financial institution in accordance with the Margin Trading Rules 2004 and this Central Depository Account shall be used only for the purpose of margin trading.

10. It is hereby distinctly understood that the grant of this Margin Trading facility by the Broker to the Client is subject to the provisions of Margin Trading Rules 2004 and the Margin Trading Regulations 2004 with such variations and modifications as may be made from time to time. The Client has read, understood and agreed to abide by the provisions of the said Rules & Regulations. Further, all applicable procedures, prescribed documents, policies, notifications etc. issued by the Stock Exchanges in respect of Margin Trading and Margin Financing shall also be binding on the Client. If any fine is imposed or other adverse action is taken by the Commission or the Stock Exchanges against the Broker due to non-compliance of any of the provisions of the said Rules and Regulations and / or any direction of the Commission or the Stock Exchanges by the Client, the Client shall indemnify and keep indemnified the Broker against any and all losses, cost, expenses, demands, proceedings and compensate the Broker in all respect to the full extent.

11. This Agreement is subject to the provisions of the Margin Trading Rules 2004, the Margin Trading Regulations 2004 and directions presently in force and as may be issued from time to time by the Commission and / or the Stock Exchanges. These Rules and Regulations presently in force with such amendments as may be made in future along with the said directions shall be fully binding on both the Broker and the Client and shall prevail over the terms of this Agreement in case of any conflict.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year mentioned above**

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
CLIENT

WITNESSES

(Signature, Name and Addresses)

1. _____	2. _____
Name: _____	Name: _____
Address _____	Address _____
N.I.C. No. _____	N.I.C. No. _____