

UIN:

Trader A/C Code:

TRD 157

Account Opening Form



ZAFAR SECURITIES (Pvt.) LTD.

Corporate Member National Commodity Exchange Limited

519 Lahore Stock Exchange Building, 19 Khayaban-e-Aiwan-e-Iqbal,

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BRC# 096

Commodity Futures Trading

Risk Disclosure Document

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

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 The Client will be solely responsible for the consequences and no contract can be rescinded on that account.

Risks Involved in Trading in Futures Contracts

Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the Commodity Futures Contract so the transactions are 'leveraged' or 'geared'.

Commodity Futures trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in Futures carry a high degree of risk.

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

- I. Commodity Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the Settlement price. If the settlement price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- II. If you fail to deposit margin to market losses and additional margin by the deadline or if an outstanding debt occurs in your account, the Broker may, without any further notice to the Client, liquidate a part of, or the whole position, in order to bring the margin to the required level. In this case, you will be liable for any losses incurred due to such closeouts.
- III. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- IV. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- V. You must ask your Broker to provide the full details of the Commodity Futures Contracts you plan to trade i.e. the contract specifications and the associated obligations and ensure that your Broker takes no positions without your express written authorization if you deem it necessary.

Risk-Reducing Orders or Strategies

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

Suspension or Restriction of Trading and Pricing Relationship

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 contract month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions.

Deposited Cash and Property

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

Commission and Other Charges

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

Trading Facilities

The Exchange offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or Broker firms. Such limits may vary; you should ask the firm with which you deal for details in this respect. This document does not disclose all of the risks and other significant aspects involved in trading on a Futures market. The Client should therefore study Futures trading carefully before becoming involved in it.

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

Account Holder

Zafar Securities (Pvt) Ltd.

Account Opening Form

NATURE OF ACCOUNT:

Single Company Firm

I/We, request you to open a Commodity Futures Trading Account with **Zafar Securities Pvt. Ltd. (ZSL)** for purchase and sale of futures contracts, in accordance with the Terms and Conditions attached herewith. My/our account details are as under:

MAILING ADDRESS:

PARTICULARS OF ACCOUNT HOLDER

NAME:

FATHER'S / HUSBAND'S NAME:

OCCUPATION:

NATIONALITY:

GENDER: Male Female

STATUS: Resident Non-Resident

CNIC #: - -

PASSPORT#
(in case of Non-Resident)

ANNUAL INCOME IN LAST 3yrs: Rs.

DATE OF BIRTH: MM DD YY

PERMANENT ADDRESS:

OFFICE #

OFFICE #

FAX#

MOBILE#

HOME #

E-MAIL

FOR COMPANIES, INSTITUTIONS AND FIRMS ONLY

COMPANY REGISTRATION NO:

STATUS: Resident Non-Resident

ADDRESS:

BOARD RESOLUTION 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/YY)

NATIONAL TAX NUMBER:

SALES TAX REGISTRATION NUMBER:

OFFICE #

OFFICE #

FAX #

MOBILE #

HOME #

E-MAIL

Account Opening Form

AUTHORIZED PERSON

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

NAME:		FATHER'S/HUSBAND'S NAME:	
RELATIONSHIP TO A/C HOLDER:		NATURE OF ACCOUNT <input type="checkbox"/> Single <input type="checkbox"/> Joint	
CNIC #:	<input type="text"/>	SIGNATURE:	
ADDRESS:			
OFFICE #	<input type="text"/>	OFFICE #	<input type="text"/>
MOBILE #	<input type="text"/>	HOME #	<input type="text"/>
		FAX #	<input type="text"/>
		E-MAIL	<input type="text"/>

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:

- It/he/she has not applied to be adjudicated as an insolvent and that it/he/she has not suspended payment and that it/he/she has not compounded with its/his/her creditors,
- It/he/she is not un-discharged insolvent; and
- It/he/she has not been declared defaulter in repayment of loan(s) of a banks/ financial institutions.

SEGREGATED BANK ACCOUNTS

All funds deposited by the Account Holder(s) with their **ZSL** will be held in a segregated bank account, "Client Group Account", set up by the **ZSL** with the Exchange approved Clearing Banks) (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 and shall have no privacy of contract with such Bank.

MARGIN DEPOSIT

Margin deposits: The Account Holder(s) shall pay to **ZSL** such amount as a margin deposit as decided by **ZSL** subject to the minimum margin determined by the Exchange. The margin deposit shall be subject to increase at the discretion of **ZSL** upon 1 (one) business day written notice.

AUTO SQUARE UP:

In case margin falls below _____% All open position will be squared up at the entire risk of the account holder and sole discretion of **ZSL**

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 NCEL PORTAL

OFFICE ADDRESS VIA POSTAL MAIL/COURIER:	
RESIDENTIAL ADDRESS VIA POSTAL MAIL/COURIER:	
EMAIL ADDRESS:	FAX NUMBER:
DIRECT ACCESS TO NCEL PORTAL : <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

NAME OF BROKER(S):	
ACCOUNT HOLDER(S)ID:	EXCHANGE: <input type="checkbox"/> Karachi <input type="checkbox"/> Lahore <input type="checkbox"/> Islamabad
NAME OF BROKER(S):	
ACCOUNT HOLDER(S)ID:	EXCHANGE: <input type="checkbox"/> Karachi <input type="checkbox"/> Lahore <input type="checkbox"/> Islamabad

Account Opening Form

ACCOUNT WITH BANK

NAME OF THE BANK:
BRANCH DETAILS:
ADDRESS OF THE BRANCH:
SAVING / CURRENT ACCOUNT NUMBER:

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 the Account. Provided however, in case of disputes among the legal heirs of the Account Holder. the **(ZSL)** shall have the right to require the legal heirs, including the nominee to obtain a succession certificate or some other mandate from an appropriate court or lawful authority. The **(ZSL)** shall neither be concerned with such disputes, nor the extent of the shares of the legal heirs in cash available in the Account.

NAME OF NOMINEE:					
RELATIONSHIP TO THE ACCOUNT HOLDER:					
CNIC #: (Copy Enclosed)	<input type="text"/>	DATE OF BIRTH: DD/MM/YY	<input type="text"/>		
ADDRESS:					
OFFICE #	<input type="text"/>	OFFICE #	<input type="text"/>	FAX #	<input type="text"/>
MOBILE #	<input type="text"/>	HOME #	<input type="text"/>	E-MAIL	<input type="text"/>

SIGNATURE OF ACCOUNT HOLDER(S)

NAME:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		
NAME:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		

SIGNATURE OF ACCOUNT HOLDER(S)

NAME:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>	DESIGNATION:	<input type="text"/>

WITNESS 1	
NAME:	<input type="text"/>
SIGNATURE:	<input type="text"/>
CNIC #: (Copy Enclosed)	<input type="text"/>

WITNESS 2	
NAME:	<input type="text"/>
SIGNATURE:	<input type="text"/>
CNIC #: (Copy Enclosed)	<input type="text"/>

Special Terms and Conditions

The terms and conditions set herein below shall be equally binding on ZSL 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. ZSL 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, ZSL 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 I profits which may result there from.

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 ZSL 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) 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) acknowledges that all contracts culminating in delivery, which are not squared off, would be transactions for purchase and sales between the Account Holder(s), and the Account Holder(s) would be personally liable to each other through the contract. The relationship between the Account Holder(s) inter se is and will be governed and regulated by the Regulations of the Exchange.

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. ZSL 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 ZSL against Net Open Positions of the Account Holder(s) and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by ZSL.

14. The Account Holder(s) shall co-ordinate with ZSL 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 ZSL to buy, sell or close out any part or all of the contracts held in the Account Holder(s) account with ZSL. The Account Holder(s) will reimburse ZSL for any and all such incidental expense as may be incurred by ZSL for an on account of the Account Holder(s).

17. ZSL shall be authorized to act on the verbal instructions of the Account Holder(s). ZSL shall provide a written confirmation of the executed transactions as required under the Regulations and all such transactions recorded by ZSL in his books shall be conclusive and binding upon the Account Holder(s).

18. While ZSL 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, ZSL 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 ZSL and ZSL shall not be responsible for any loss arising out of instructions not implemented fully or partially, due to oversight or reasons not attributable to ZSL or reasons beyond ZSL's control, unless the loss to the Account Holder(s) has arisen out of the gross negligence or oversight of ZSL.

19. All purchases and sales of commodity shall be executed by ZSL during the trading hours of the Exchange. Unless the Account Holder(s) give(s) specific instructions to ZSL 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. ZSL may, from time to time at the request of the Account Holder(s) or of its own volition, provide to the Account Holder(s) information relating to investment opportunities in the market and/or of finances/ economic nature. ZSL however does not guarantee the accuracy/veracity/reliability of such information and the Account Holder(s) acknowledge(s) that any steps or instructions issued in reliance of such information shall be deemed to have been unilaterally taken/ issued by the Account Holders at his/her/their sole risk and responsibility in respect of the consequences emanating there from. It is agreed and understood that the decision to sell or purchase any commodities or to make any investments or disinvestments, shall be deemed to have been made only by the Account Holder(s) based on-his/her/ their own acumen and judgment, without any representation or assurance from the ZSL as to its profitability or viability.

21. ZSL 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 ZSL shall be valid and binding upon the Account Holder.

22. ZSL 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 ZSL 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, ZSL'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 ZSL on his own account, the Account Holder(s) money shall not be utilized to meet ZSL's liabilities. In such cases, the Account Holder(s) positions shall be either transferred to another solvent ZSL 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 ZSL. In the event of failure of the Account Holder(s) to fulfill his obligations to ZSL, 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 ZSL or with any other ZSL or the Exchange, may be adjusted against the Account Holder(s)'s liabilities / obligations.

25. In case of any amount due from the Account Holder(s) has not been paid within the period specified, ZSL 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 ZSL 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 ZSL 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 ZSL 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). ZSL 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. ZSL shall be responsible to append a list of his authorized traders and designated employees, who can deal with the Account Holder(s), with this Account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect. The Account Holder(s) shall not deal with any person at ZSL's office, except with ZSL's key personnel. ZSL 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 ZSL 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 ZSL may decide within the limits stipulated by the relevant Exchange. Besides, ZSLs may also authorized to collect any levies, charges, taxes, rates, duties, including central excise duties, sales tax, etc. on each transaction as may be levied by the Federal, Provincial or Local Government(s), the Commission and/or the Exchange. In case any withholding taxes applicable on payments to be made to the Account Holder(s), the same shall be withheld in accordance with the pertinent regulations.

Special Terms and Conditions

30. ZSL 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, ZSL shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever. Provided however that ZSL 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 ZSL converts his individual membership rights to corporate membership and vice versa, or in case of merger of ZSL'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 ZSL 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. ZSL 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 ZSL 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 ZSL 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 ZSL shall be entitled to rely on the information pertaining to the Authorized Person(s) and the particulars, as recorded with ZSL without incurring any liability for doing so, until such time that ZSL 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 ZSL of the pertinent Exchange through whom ZSL may have purchased the commodities or refusal to accept delivery against any sales contract by any ZSL of the said Exchange through whom ZSL may have sold the commodities, ZSL 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. ZSL shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any Account Holder(s) and the contracts shall be purchased or sold at the sole risk of the Account Holder(s) with no obligation on part of ZSL.

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.

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

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 to the by one party to the other. Upon service of such notice, no further transactions of commodities will be executed by ZSL 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

ZSL 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 ZSL and his Account Holder(s) on the other hand or between ZSLs and their Authorized Representatives, or between any ZSL's Authorized Representative and ZSL'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 twiny/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 ZSL to verify any information mentioned above from any sources deemed appropriate by ZSL.

47. WITH HOLD CONFORMATIONS

With Hold Confirmation By checking this box I understand this it is my responsibility to collect the purchase /sale contracts from ZSL.

ZSL issues contracts of each and every purchase and sale transactions.

48. TELEPHONE MONITORING:

ZSL may record telephone calls to monitor the quality of service the Account Holder(s) receives and to verify securities transaction information.

49. LIABILITY

ZSL shall not be responsible or liable for any error, omission or mistake appearing in the list of shares annexed to any bill or cost or for any consequences arising there from.

ZSL shall not be liable for any fluctuation in the market prices of the shares / securities purchased or sold an account of the Account Holder(s) for any reason for whatsoever and the net rates / prices of confirmation report / account statement of sale or purchase shall be considered as the concluded final rate/prices binding upon the parties. ZSL shall not be liable for any fraud, forgery, misdeclaration or any other act or omission on part of any constituent or member of the Stock Exchange and the Stock Exchange or their respective clients and the shares/securities shall be deemed to have been purchased or sold at the risk and cost of the Account Holder(s) with no obligations on part of ZSL. In the event of the failure or refusal to effect the delivery against any purchase contract by

ZSL of the Exchange through whom ZSL may have purchased the shares / securities or refusal to accept delivery against any sale contract by ZSL of the Exchange through whom ZSL may have sold the shares/securities, ZSL shall not be liable for the damages, cost or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the rules and regulation of the Exchange will prevail and be binding upon the Parties. ZSL shall not be liable for any losses or damages to the Account Holder(s) for any reason whatsoever, in respect of any actions done by the ZSL or any other persons in pursuance of or in connection with this agreement.

Enclosures - for Individuals.

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