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URL: www.nccpl.com.pk | Email: helpdesk@nccpl.com.pk

National Clearing Company of Pakistan Limited National Custodial Service ("NCS")

Application Form

Date

Form No

I / We _____ having UIN _____ applies to the company for the admission as NCS client in accordance with NCCPL Regulations.

Information as provided in the CDC Sub-Account opening form will remain same for my admission as NCS client. Other particulars are given as under;

CDS Sub Account _____

UIS Account Holder Yes Provide UIS ID _____

No * UIN Information System (UIS) Account is mandatory for NCS Client. UIS Account Opening form is also being provided.

Payment Instructions: On Request On Settlement

Mode of transfer: Online Manual

Payment to be made by NCCPL through Cross Cheque in favor of NCS Client.

| Bank Details | |
|----------------------------------|------------------------------|
| Bank Account Title: | Settling Bank Name: |
| Settling Bank Location: | Settling Bank Branch: |
| Settling Bank Account No: | Bank Manager Name: |
| Bank Branch - Contact no: | |

Commission/Other Charges Collection Through NCCPL BCM

Terms & Conditions for the use of NCS by NCS Client(s) of NCCPL:

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in Chapter 30 of the NCSS Regulations.
2. The UIS Disclaimer above shall be read into and incorporated as an integral part of these Terms & Conditions.
3. There will be no obligation on NCCPL to support all versions of internet software and the NCS Client shall be required to access and use UIS only on compatible internet software.
4. A user ID is issued by NCCPL to the NCS Client(s) subscribing to the NCS.
5. Mailing Address: All correspondence /delivery by CDC shall only be made at the address and/or email address of the NCS Clients(s), as registered with NCCPL.
6. Neither NCCPL nor its directors, officers, employees or agents shall be liable for any losses, damages, costs or expenses suffered or incurred by NCS Clients(s) due to any rejection and/or non-affirmation of NCS Transactions in respect of any settlement instructions because of any insufficient balance of either cash or securities or any mismatch between the allocated amount as prescribed under Regulation 30.7 of the NCSS Regulations and the NCS Transactions or any reason attributable to the designated Broker Clearing Member. The NCS Clients(s) represents and warrants to NCCPL that allocation of Cash Available Balance /Securities Available Balance in pursuance of Regulations 30.7 of the NCSS Regulations shall be true and correct and that NCCPL is fully authorized and empowered to act on the basis of the aforementioned allocation by way of auto-affirmation of the NCS Transactions resulting in delivery of either cash and /or securities to settle the trade.
7. The NCS Client (s) agrees that NCCPL may hold and process its personal information on computer or otherwise in connection with NCS as well as for statistical analysis. The NCS Client(s) also agrees that NCCPL may disclose his personal information as permitted under Regulations _____ of the NCCPL Regulations, and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
8. The NCS Client(s) acknowledges that NCS is the legal property of NCCPL. The permission given by NCCPL to access UIS will not convey any proprietary or ownership rights to the NCS Client(s). The NCS Client(s) shall not attempt to modify, translate, disassemble, decompile or reverse engineer the UIS.
9. The NCS Client(s) shall keep the User ID and Password safely and shall not let any un-authorized person have access to such information. The NCS Client(s) shall be fully responsible for the use of the User ID and Password by any person and any allocation of Cash Available Balance/Securities Available Balance in the UIS pursuant to Regulations 30.7 of the NCCPL Regulations by the Use of such User ID shall be binding on the NCS Client(s).
10. The NCS Client(s) agrees to pay NCCPL the fees and charges as prescribed by NCCPL from time to time in respect of NCS. NCS Client(s) also authorizes NCCPL to deduct any such outstanding fees and charges from the Cash Available Balance of the NCS Client(s) at source including any applicable levy, taxes etc. on behalf of the Central Depository Company or any other institution or governmental department or authority.
11. NCCPL has absolute discretion to amend or supplement any of the terms and conditions at anytime and will endeavor to give prior notice of fifteen days wherever feasible for such changes. NCCPL may introduce new services within UIS from time to time. The existence and availability of the new services will be notified to the NCS Clients (s) as and when become available either by email and/or by sending notices through courier. The Changed terms and conditions applicable to the new features in UIS shall be communicated to the NCS Client(s). By using these new services, the NCS Client(s) agrees to be bound by the revised terms and conditions as may be applicable.

12. Where any UIS Account is to be opened through the an attorney, it shall be a condition precedent for use of and access to UIS that the person(s) appointing the attorney shall execute a Power of Attorney on a format prescribed by NCCPL favoring the attorney to operate such UIS Account including the use of UIS on behalf of such person. In the event the NCS Client (s) changes the Power of Attorney, the NCS Client(s) shall deposit the new power of Attorney with NCCPL and it shall be its responsibility to ensure that authority to access and use UIS is transferred from the previous power of attorney holder to the new power of attorney holder.
13. The NCS Client(s) shall enter all its instructions in a timely manner so as to ensure that the same are received within the DTS as prescribed by NCCPL from time to time. In the event of any dispute relating to the date and time of receipt of the instruction on the UIS, NCCPL's records shall be conclusive evidence and the NCS Client(s) agrees that NCCPL's decision on the same shall be final and binding on both NCCPL and the NCS Client(s).
14. The right to use of UIS is not transferrable by NCS Client (s) under any circumstance and shall be used by him only.
15. The NCS Client (s) may request termination of UIS any time by giving a written notice of at least three (03) working days to NCCPL. NCCPL may withdraw access to and use of UIS at any time provided the NCS Client(s) is given a prior notice of at least seven (07) working days. NCCPL may suspend or terminate access to and use of UIS without prior notice if the NCS Client(s) has breached any of the terms and conditions or on the death, bankruptcy or lack of legal capacity of the NCS Client(s).
16. These terms and conditions and /or the use of the UIS shall be governed by the laws of Pakistan. The NCS Client(S) and NCCPL agree to submit to the exclusive jurisdiction of the courts of Karachi as regards any claims or matters arising under these terms and condition.
17. It is the responsibility of the NCS Client (s) to select any Broker Clearing Member of his choice for the purpose of trading or dealing in securities and enter into mutually agreed upon terms and conditions independent of NCCPL, NCCPL in any case will not be responsible or liable for any such dealings between the NCS Client(s) and the Broker Clearing Member.
18. It is the responsibility of the NCS Client (s) to meet the margin requirements as prescribed by Stock Exchanges from time to time in connection with trading in listed securities and NCCPL shall have no role or responsibility in this regard whatsoever.
19. NCCPL and the NCS Clients (s) may give notices in the following manner under these terms and conditions:
 - a. In writing by delivering them by hand or by sending them by post /courier to the last mailing address given by the NCS Client (s) and NCCPL respectively.
 - b. In addition, NCCPL may also publish notices of general nature, which are applicable to all NCS Client(s) on its website or by way of email as the case may be. Such notices will have the same effect as a notice served individually to each NCS Client(s).
20. In case, if the NCS Client authorizes the Company to collect the commission/other charges on NCS Transactions for onward payment to respective Broker Clearing Member, then the same will be charged to the Cash Available Balance. The payments shall be made to the respective Broker Clearing Members within the time period determined by the Company.

Undertaking:

I / We hereby agree and acknowledge that I / We have read, understood and accepted the terms and conditions stipulated in this Account Opening Form for using UIS and that these are in addition to and not in derogation or substitution of the terms and conditions prescribed under Chapter 30 of the NCCPL Regulations, which remain equally applicable.

Further, I / We confirm that a printed copy of Chapter 30 of the NCCPL Regulations has been provided to me along with the Account Opening Form and I / We have read and understood the terms and conditions given in the aforementioned Chapter of the NCCPL Regulations and particularly the terms and conditions given under Regulation 30.19.

NCS clients will undertake that they will execute trades upto the allocated value and volumes of respective scrips from TREC Holders disseminated through UIS.

I / We have read, understood and agree to abide by the above-mentioned terms and conditions for UIS.

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|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |

I / We declare that the details furnished above are true and correct

I / We also authorize the mentioned Power of Attorney/Authorized Signatory to use the NCS in respect of my/our account.

Principal Holder

Joint Account Holder-1

Joint Account Holder-2

Joint Account Holder-3