

COMMODITIES TRADING ACCOUNT OPENING FORM



ACCOUNT OPENING INSTRUCTIONS

1. GENERAL INSTRUCTIONS FOR ACCOUNT OPENING FORM

- a) Please read carefully, the Terms and Conditions appearing under forms before filling in the applicable blanks / boxes and signing the forms.
- b) Each and every space must be filled in Block Letters.
- c) Spaces which are not applicable should be marked "N/A".
- d) Each page of the account opening form of BMA Capital Management Ltd. (also referred to as BMA Capital Ltd.) should be duly signed by the Account Holder(s) and the Broker (BMA Capital Management Ltd.).
- e) Please tick relevant boxes where applicable.
- f) The duly filled and signed BMA Capital Management Form along with the necessary documents may please be submitted or mailed to BMA Capital Management Ltd. Office located at Level - 8, Unitower, I.I. Chundrigar Road, Karachi-74000
- g) After receiving Account Opening Form, cheque and relevant documents, the account opening process will be initiated. Confirmation of Account Opening will be provided within 5 working days (assuming all documentation is in order).
- h) The Account Opening confirmation will include your Account number, Charges and relevant contact numbers.

2. ENCLOSURE - FOR INDIVIDUALS

- a) Attested copies of Computerized National Identity Card of the applicant.
- b) Attested copies of Computerized National Identity Cards of the Nominee(s)(if applicable)
- c) Attested copies of passports of the applicant, or Nominee(s)(in case of non -residents)
- d) 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).
- e) A list of Transaction fee, Commission to be charged by the Broker and other charges to be levied.
- f) Copy of Income tax return

3. ENCLOSURE - FOR COMPANIES

- a) Attested copies of Memorandum and Articles of Association/ Partnership Deed and Certificate of Incorporation.
- b) Board of Directors' Resolution.
- c) List of Authorized Directors/Officers/Partners, who would operate the Account with attested copies of their CNICs.
- d) Specimen Signature Cards.
- e) Details of promoters/partners/key manager personnel of the company/ firm
- f) Copies of annual report of last 3 years
- g) Net worth (certified) as DD-MM-YY

BMA Capital Management Ltd.

REGISTERED OFFICE:

Level - 8, Unitower, I.I. Chundrigar Road,
Karachi-74000 Pakistan

Ph: +92 21 111 262 111

Fax: +92 21 3246 5986

CORPORATE MEMBER:

Karachi Stock Exchange (Guarantee) Limited

KSE CODE#: 022

Pakistan Merkantile Exchange

Formerly National Commodity Exchange Limited

Member CODE #: 077

ACCOUNT OPENING FORM FOR TRADING IN COMMODITIES

I / We, request you to open a Commodity Futures Trading Account with the _____ 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:

BASIC INFORMATION

Nature of Account: Single: <input type="checkbox"/> Joint <input type="checkbox"/> Firm: <input type="checkbox"/>
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Account Holder										
Account Title / Name: _____										
National Identity Card No. (Copy Enclosed) (Passport No. in case of Non-Resident) : _____										
Date of Birth: <table border="1"><tr><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td></tr></table> (DD/MM/YY) Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>			-			-				
		-			-					
Nationality: _____ Occupation: _____ Designation: _____ Company: _____										
Father's / Husband's Name: _____ NTN: _____										
Permanent / Registered Address: _____ _____										
Current Address: _____ _____										
Phone No. (Res): _____ Phone No. (Off): _____ Fax No: _____										
Cell No: _____ E-mail: _____										
Residential Status: Resident Pakistani <input type="checkbox"/> Non-Resident Pakistani <input type="checkbox"/> Annual Income in Last 3 Years Rs. _____										

Joint Account Holder										
Account Title / Name: _____										
National Identity Card No. (Copy Enclosed) (Passport No. in case of Non-Resident) : _____										
Date of Birth: <table border="1"><tr><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td></tr></table> (DD/MM/YY) Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>			-			-				
		-			-					
Nationality: _____ Occupation: _____ Designation: _____ Company: _____										
Father's / Husband's Name: _____ NTN: _____										
Permanent / Registered Address: _____ _____										
Current Address: _____ _____										
Phone No. (Res): _____ Phone No. (Off): _____ Fax No: _____										
Cell No: _____ E-mail: _____										
Residential Status: Resident Pakistani <input type="checkbox"/> Non-Resident Pakistani <input type="checkbox"/> Annual Income in Last 3 Years Rs. _____										

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

ACCOUNT OPENING FORM

MARGIN DEPOSIT

The Account Holder(s) hereby undertake(s) to deposit and maintain prescribed margin against his/her/their outstanding trades / exposures for the purpose of trading in his/her/their account. The Account Holder(s) shall be responsible to ensure that the margin shall be in cash by the Broker (BMA Capital Management Limited) for the purpose of margin deposit. The Account Holder(s) undertake(s) to comply with the directions of the Broker for regularization of the revised margin requirements. This is without prejudice to the Broker's right to call additional amount within 1 (one) business day and to liquidate the Account Holder(s) outstanding positions. The Account Holder(s) acknowledges and understands that his/her/their losses may be more than the actual account size and he/she/they is/are willing to accept such degree of risk.

ACCOUNT OPERATING INSTRUCTIONS

Single (any one A/C Holder) Joint (both A/C Holders) Other (please specify) _____

CONFIRMATION OF TRADES AND DELIVERY OF MAIL

Confirmations of trades and other correspondence may please be emailed to: _____

AUTHORIZED PERSON (POWER OF ATTORNEY)

Name of authorized person to singly instruct, place orders, deal and settle transactions:

Name: _____

National Identity Card No. (Copy Enclosed) (Passport No. in case of Non-Resident) : _____

Date of Birth: - - (DD/MM/YY) Nationality: _____

Gender: Male Female Occupation: _____

Father's / Husband's Name: _____ NTN : _____

Relationship to Main A/C Holder: _____

Address: _____

Phone No.(Res.): _____ Phone No.(Off.): _____ Fax No: _____

Cell No: _____ E-mail: _____

Signature: _____

NOMINATION (Inc case of joint account nomination will not be acceptable)

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

Name of Nominee: _____

National Identity Card No. (Copy Enclosed) (Passport No. in case of Non-Resident) : _____

Date of Birth: - - (DD/MM/YY) Nationality: _____

Gender: Male Female Occupation: _____

Father's / Husband's Name: _____ NTN : _____

Relationship to Main A/C Holder: _____

Address: _____

Phone No.(Res.): _____ Phone No.(Off.): _____ Cell No: _____

Account Holder

Joint Account Holder

For & on behalf of
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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 has not suspended payment and that it has not compounded with its 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 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 and shall have no privity of contract with such Bank.

MARGIN DEPOSIT

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

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: Yes No

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

NAME OF BROKER(S):

ACCOUNT HOLDER(S) ID:

EXCHANGE: Karachi

NAME OF BROKER(S):

ACCOUNT HOLDER(S) ID:

EXCHANGE: Karachi

Account Holder

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ACCOUNT WITH BANK

NAME OF THE BANK:

BRANCH DETAILS:

ADDRESS OF THE BRANCH:

SAVING / CURRENT ACCOUNT NUMBER:

Account Holder

Joint Account Holder

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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 heirs/representatives 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 disputes among the legal heirs or legal representatives, the Broker shall have the right to require them to obtain succession certificate or other mandate from an appropriate court or lawful authority.
3. Payment of Margins: Variation Margin will be collected in cash only. The Account Holder(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, as may be demanded by the Broker.
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) fail(s) 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 Contracts, 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.

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

SPECIAL TERMS AND CONDITIONS

11. The Account Holder(s) acknowledge(s) that all contracts culminating in delivery, which are not squared off, would be transactions for purchase and sale 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 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 on account of the Account Holder(s).
17. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under the Regulations and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s).
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 of finances/economic nature. The Broker however does not guarantee the accuracy/veracity/ reliability of such information and the Account Holder(s) acknowledge(s) that any steps or instructions issued in reliance of such information shall be deemed to have been unilaterally taken/ issued by the Account Holders at his/her/their sole risk and responsibility in respect of the consequences emanating there from.

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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.

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(s).
22. The Broker shall provide the trade confirmation of the executed transactions to the Account Holder(s) 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)' 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)' liabilities / obligations. In case there being no money available with the Broker or the Exchange, the Account Holder(s) shall continue to be liable to settle the Account Holder(s)' liabilities to the Broker.
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) and shall not be questioned by the Account Holder(s) under any circumstances. The Broker shall, upon receipt of instructions from the Account Holder(s) or the Authorized Person is entitled to purchase or sell, the commodities and deal in and engage in transactions in commodities at the risk and cost of the Account Holder(s) upon the instructions of the Account Holder(s) and/or his/her/their Authorized Persons, as provided in Clause 17 herein above.
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 Account Opening Form

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

SPECIAL TERMS AND CONDITIONS

and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect. The Account Holder(s) shall not deal with any person at the Broker's office, except with the Broker's key personnel, as name in the list mentioned above. The names of the authorized traders and designated employees may be removed and/or substituted at the discretion of the Broker, provided the Broker shall immediately notify the names of those authorized traders and designated employees who are removed with names of the substituted authorized traders and designated employees. 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 Exchange or at such rates as the Broker may decide within the limits stipulated by the Exchange. Besides, the Account Holder(s) shall be liable to pay and the Broker shall 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 confidentiality of the 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

Account Holder

Joint Account Holder

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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 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.
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 shortfall, the Account Holder(s) shall continue to be liable.
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 the Broker on Account of the Account Holder(s), except that all pending orders shall be executed and all settlements 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 Regulations of the Exchange.
42. The Account Holder(s) acknowledge and confirm having read the Risk Disclosure Document appended hereto and understand the trading and risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
43. The Account Holder(s) shall not, either acting alone or in concern with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.

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44. The Account Holder(s) shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly. The Account Holder(s) 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 sources deemed appropriate by the Broker.
47. I/We, the Account Holder(s), have read/ understood all the terms and conditions mentioned above and agree upon them. Therefore, all the Terms and Conditions mentioned above are accepted by me/us.

SIGNATURE OF ACCOUNT HOLDER(S)

NAME:	SIGNATURE:
DATE:	
NAME:	SIGNATURE:
DATE:	

WITNESS 1

NAME: _____

SIGNATURE: _____

CNIC #: (Copy Enclosed)

WITNESS 2

NAME: _____

SIGNATURE: _____

CNIC #: (Copy Enclosed)

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For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

INTERNAL CODE OF ETHICS

BMA CAPITAL MANAGEMENT LIMITED (BMA Capital Management) is one of the leading stock brokerage house in the Country which serves local as well as offshore institutional as well as individual clients. We are grateful to you for reposing confidence in BMA Capital Management by opening an equity trading account with us.

BMA Capital Management reiterates its commitment to delivering highest level of quality, exceptional experience, and innovative services to its clients, substantiating its strategic objective to be recognized as one of the leading brokerage firms. This distinction is punctuated by its corporate culture, which is depicted by its client-centric approach, flexibility and innovation while maintaining the highest level of ethical and legal standards.

BMA Capital Management is dedicated to maintain its exemplary reputation for trustworthiness and integrity. BMA Capital Management sees its business as a sum of relationships with its retail investors, high net worth clients and reputable institutions. In reciprocation, BMA Capital Management clients are expected to assign due importance to the culture of honesty, integrity and respect – these being the most critical success factors in our achievement. BMA Capital Management is confident that its clients would appreciate and acknowledge these business practices by following BMA Capital Management internal Code of ethics while investing and dealing with BMA Capital which are as under:

1. Please refrain from offering gifts and gratuities or other favors, including entertainment and cash gifts, neither for employees nor for associated third parties in the course of your dealing with our staff. (If considered necessary then gifts and gratuities must remain within customary limits and be within the barriers of usual business conduct and of nominal value. In case of any doubts, clearance should be obtained from the Chief Executive of BMA Capital Management.).
2. BMA Capital Management employees are forbidden to offer or receive any payment (or percentage in profit) which is or may be construed as an inducement or incentive, bribe, profit sharing or any other consideration whatsoever. In case this condition is breached by the client, BMA Capital Management would be justified in severing its relationship with such clients.
3. Clients shall not receive/make any payments directly to employees in any form. All clients should make payments by Crossed Cheques/ Demand Drafts / Pay Orders payable to “BMA Capital Management Limited” only. In case any cheque is drawn by or on a bank account of a third party for payment on account of a client, written confirmation from such third party drawing such cheque shall be submitted to the effect that the payment be credited to the account of the pertinent client.
4. Upon each payment through any mode, client shall obtain payment receipt from BMA CAPITAL MANAGEMENT LIMITED.
5. BMA Capital Management is a brokerage services firm and does not offer any Fixed Return Instrument; or guaranteed return on the clients’ investments. Therefore, kindly ensure the availability of sufficient funds in your account with BMA Capital Management before investing or placing any orders for purchase of any commodities.
6. Your trade confirmations are sent out to you each day of any trading activity in your account through agreed mode of communication as mentioned in your Account Opening Form with BMA Capital Management. These trade confirmations are targeted to highlight ambiguities, if any which must be notified to BMA Capital Management in writing within next 24 hours.
7. Clients are requested not to show any discrimination against any other employee, especially with regard to origin, religion, gender or handicap. BMA Capital Management also believes in this principle vis-à-vis its clients.
8. Clients are requested to deal and communicate only with those dealer(s), trader(s) or officer(s) of BMA Capital Management who are designated by BMA Capital Management for the pertinent clients.
9. Clients are requested to deal and communicate only with those dealer(s), trader(s) or officer(s) of BMA Capital Management who are designated by BMA Capital Management for the pertinent clients.

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

INTERNAL CODE OF ETHICS

10. BMA Capital Management shall endeavour to protect the confidentiality of client information at all times to the best of its efforts, except when required by law or by a directive of a lawful authority to disclose it. The dissemination of information is handled by authorized persons only.

11. To report any illusory/ambiguous/disingenuous concern in relation to misdealing from BMA employee, clients are encouraged to contact line manager or contact Services & Quality department at 0800 00 262 or email at for guidance.

We would like to thank you for your continued patronage and assure you of our highest professional services at all times. We are confident that we will get sincere support and encouragement from our esteemed clients like yourself/yourselves towards our dedicated goal of making these business practices a standard across the industry. Please feel free to contact us in case of any assistance.

In the end, we would like to clarify that the above Code is based on our internal policy for ensuing clean business practices at BMA Capital Management and is supplemental to and not in derogation or novation of statutory codes of ethics applicable to us as broker and member of stock exchanges or any law for the time being in force or the terms and conditions of our Account Opening Forms or other Agreements executed with our clients, which shall continue to remain in full force and effect.

Kindly confirm the acceptance of the Code by signing and returning to us the enclosed copy.

MARGIN DISCLOSURE STATEMENT

This Statement Forms a Part of The Account Opening Form for Online Trading.

BMA Capital Management Limited (BMA), also referred to herein as the Broker is furnishing this document to the Account Holder(s) to provide some facts about purchasing Commodities on margin, and to alert the Account Holder(s) as to the risks involved with trading Commodities in a margin account. Before trading Commodities in a margin account, the Account Holder(s) should carefully review the margin clause in the Special Terms and Conditions for Online Trading enunciated in the Account Opening Form. The Account Holder(s) should obtain clarification(s) from BMA regarding any questions or concerns he/she/they may have regarding the margin account.

It is important that the Account Holder(s) understand(s) fully the risks involved in trading Commodities on margin. These risks include the following:

The Account Holder(s) can lose more funds than invested in the Account:

A decline in the value of commodities that are purchased on margin may require the Account Holder(s) to provide additional funds to the Broker to avoid forced sale of those Commodities or other Commodities or asset(s) in the Account Holder(s) account.

The Broker can force the sale of Commodities or other asset(s) in the Account Holder(s) account:

If the equity in the Account Holder(s) account falls below the maintenance margin requirements, the Broker, after the margin call notice period, can sell the Commodities or other assets in the account to cover the margin deficiency. The Account Holder(s) also will be responsible for any shortfall in the account after such sale.

Account Holder(s) are not entitled to choose which Commodities or other assets in the account are liquidated or sold first to meet margin requirements:

Because the Commodities are collateral for margin trading, the Broker has the right to decide which commodity(ies) to sell in order to protect its interests and/or meet margin requirements.

The Broker can amend its "in-house" maintenance margin requirements at any time and is required to provide the Account Holder(s) 3 (three) days advance written notice:

These changes in Broker's policy often take place immediately and may result in the issuance of a maintenance margin call. The Account Holder(s) failure to satisfy the call may cause the Broker to liquidate or sell Commodities in his/her/their account.

The Account Holder(s) are not entitled to an extension of time on a margin call:

While an extension of time to meet margin requirements may be available to Account Holders under certain conditions, the Account Holder(s) does not/do not have a right to the extension.

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

RISK DISCLOSURE DOCUMENT

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

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

RISKS INVOLVED IN TRADING IN FUTURES CONTRACTS

Effect of "Leverage" or "Gearing"

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

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

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

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

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

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

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

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

Account Holder

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

RISK DISCLOSURE DOCUMENT

Risk-reducing orders or strategies

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

Suspension or restriction of trading and pricing relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or 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

Joint Account Holder

For & on behalf of
BMA CAPITAL MANAGEMENT LIMITED

REFERRED BY:

NAME:	DESIGNATION:
DATE:	SIGNATURE:

CLIENT ACCOUNT NO:	CLIENT'S UIN:
TRADER NAME:	DATE:
TRADER CODE:	

A/C OPENING ADMINISTRATOR	RISK MANAGER	HEAD OF OPERATIONS

For and on behalf of Broker:

Name: _____
Designation: _____
Signature: _____ Date: _____

I/We certify that I/We have read and fully understood all the points mentioned in this Margin Disclosure Statement and agree to abide by them:

Account Holder:

Name: _____ Signature: _____ Date: _____

Joint Account Holder:

Name: _____ Signature: _____ Date: _____

Witness 1:

Name: _____
National Identity Card No. (Copy Enclosed) (Passport No. in case of non-Resident) : _____
Address: _____
Signature: _____

Witness 2:

Name: _____
National Identity Card No. (Copy Enclosed) (Passport No. in case of non-Resident) : _____
Address: _____
Signature: _____

A/C NO: _____

BRANCH: _____

DATE: _____

TITLE OF ACCOUNT:

OPERATIONAL INSTRUCTIONS:

ACCOUNT HOLDER

ACCOUNT HOLDER

WRITE IN BLOCK LETTERS

PLEASE USE BLACK INK

NAME:

NAME:

CNIC #:

CNIC #:

SPECIMEN SIGNATURE:

SPECIMEN SIGNATURE:

TEL NO: _____

For BMA Capital Management Ltd.



BMA Capital Management Ltd.

Registered Office

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Phone: +92 21 111 262 111 | Fax: +92 21 3246 5986

Karachi - Bahadurabd

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Fax: +92 21 3493 1396

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Tufail Road, Lahore Cantt.
Tel: +92 42 3660 4015-9
Fax: +92 42 3660 4016

Faisalabad

Office No. 34, Upper Ground Floor,
Kohinoor One Plaza,
Jaranwala Road, Faisalabad
Te: +92 41 850 1991-7
Fax: +92 41 850 1995

111 262 872
www.bmacapital.com

Dear Investor,

Welcome to BMA Commodities Desk!

BMA is a registered broker with the Pakistan Mercantile Exchange Limited (PMEX) and in this capacity will provide clients with professional brokerage services

Using BMA commodities platform, clients can actively purchase and/or trade in all the commodities offered by PMEX including:

1. Gold
2. Silver
3. Crude Oil

GLOSSARY

Please make yourself familiar with the terms listed below. Kindly call our Commodities Desk for more information if required.

Delivery / Withdrawal	To take physical possession of the commodity purchased
Leverage	The use of credit or borrowed funds to improve one's speculative capacity and increase the rate of return from an investment; as in buying securities on margin.
Margin Trading	Is trading securities with cash borrowed from a broker. This has the effect of magnifying any profit or loss made on the securities.
Margin Call	Demand by a broker that a customer deposits enough to bring his margin up to the minimum requirement; caused by the decline in market prices of a security or commodity purchased on margin.
Stop loss	An order to a broker to sell (buy) when the price of a security falls (rises) to a designated level.
Gap Opening	An opening price for a security on an exchange that is much higher or lower than the closing price on the previous trading day. A gap opening almost always occurs if there was positive or negative news (or a rumor) overnight or during the weekend.
Risk	The uncertainty associated with any investment.
Volatility	How much and how quickly the value of an investment, market, or market sector changes.
Capital Gain	When you sell an asset at a higher price than you paid for it, the difference is your capital gain.
Capital Loss	When you sell an asset at a lower price than you paid for it, the difference is your capital loss.
Risk Profile	A measure of how risk averse an investor is.
Threshold	A minimum where exchange will square all positions to avoid default / liability on exchanges part. This threshold is put at the time of account opening and will be adjusted according to client's trading patterns.

NOTES

Kindly read the following notes carefully:

1. **Risk associated with investing in commodities:**

- a. **Leverage:** As gold trading is a highly leveraged product, and prices could fluctuate in a volatile manner, please note the risk associated with the product is very high.
- b. **Delivery/Withdrawal:** This option is less risky for investors than leveraged trading; however, there are many variables which may still affect commodity prices resulting in capital gain or loss.

2. **Brokers vs. Advisors:**

We would like to clarify that BMA is a commodity broker. You may from time to time receive technical and fundamental research in writing or verbally from the personnel at our desk. However, the final decision always rests in your hands. Hence, at no point does BMA act in the capacity of an advisor.

3. **Stop Loss:**

Please indicate via the attached Risk Statement.

4. **Risk:**

Please indicate via the attached Risk Statement.

5. **Execution:**

All trades must be executed via the recorded lines at BMA's commodities desk or provided to the desk in writing via Email. BMA does not accept any responsibility for trades conducted on a mobile phone of the personnel at the commodities desk.

6. **Trade Confirmations:**

Clients will receive confirmations of all transactions via Email/SMS. If you are not receiving these confirmations, kindly inform the desk at the earliest. If you receive any trade confirmations that you do not agree with, kindly inform the customer services within 24 hours, otherwise the trade will be deemed as accepted.

7. **Account Login Details:**

All clients will receive a login and password for their account which is accessible at . If you have not received your login and password via email within 72 hours of opening your account, kindly contact our commodities desk for further details.

8. **Accounts Statement/Ledger:**

Clients have access to a soft copy of their accounts statement/ledgers at all times via the website of the Pakistan Mercantile Exchange Limited.

9. **Discrepancy:**

At any time, if there is a discrepancy in your accounts statement/ledger or any matter relating to your account, kindly inform the commodities desk within 24 hours of the occurrence. It is considered best practice to inform the desk as soon as you are aware of the potential discrepancy.