

PMEX Account No.

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ACCOUNT OPENING FORM

(FOR COMMODITIES TRADING)



HG MARKETS (PVT) LIMITED

Corporate Member

PMEX (Pakistan Mercantile Exchange Limited)

Commodity Futures Trading Account Opening Form

Note 1: Every column must be filled in

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

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

Date: _____

Dear Sirs,

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 asunder:

Nature of Account: Individual: <input type="checkbox"/> Company: <input type="checkbox"/>	For Office use only: Trader Account Code: _____ UIN: _____
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FOR INDIVIDUAL ONLY

Date of Birth :	_____ (DD/MM/YYYY)
Nationality :	
Status: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/>	Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>
Address:	
Telephone Numbers :	Home: _____ Office: _____ Mobile: _____ Fax: _____
Email:	
Computerized National Identity Card No (in case of non-Resident Passport No.) (Copy Enclosed):	
Occupation :	
Father / Husbands Name :	
Annual Income in last 3 Years :	Rs. _____

FOR COMPANIES AND FIRMS ONLY

Company Registration No:	
Status:	Resident <input type="checkbox"/> Non Resident <input type="checkbox"/>
Address:	
Board Resolution dated _____ attached as Annexure "A" (Copy Enclosed)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate of Incorporation attached as Annexure "B" (Copy Enclosed)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Date of Business Commencement :	_____(DD/MM/YYYY)
National Tax Number:	
Sales Tax registration Number:	

AUTHORISED PERSON

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

Name :	
Relationship to the account holder :	
National Identity Card No (Copy Enclosed):	
Address :	
Father / Husbands Name :	
Signature :	
Nature of Account :	Singly <input type="checkbox"/> Jointly <input type="checkbox"/>
Telephone Numbers :	Home: _____ Office: _____ Mobile: _____ Fax: _____

Power of Attorney is required for the above, in case the authorized person is other than the account holder

DECLARATION OF SOLVENCY

The company/individual i.e. (the Account Holder) hereby declares that:

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

MARGIN DEPOSIT

Bank	MCB
Account Title	Pakistan Mercantile Exchange Limited
Deposit	MF-71 (https://www.mcb.com.pk/digital-deposit-slip/deposit-slip-mf-71) or Collect plus Deposit Slip

Margin deposits: The Account Holder (s) shall directly pay via the MCB -MF-71 or collect plus deposit slip which will then automatically route to PMEX as margin deposit.

Kindly Note: Do not Deposit third-party cheques.

INSTRUCTION

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

Verbal: ☐ Option for written instructions: ☐

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

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

Office address via postal mail/ courier	
Residential address via postal mail/ courier	
Email Address	
Fax Number:	
Direct Access to PMEX Portal:	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

Name of Broker(s)	
Account ID (s)	
Exchange	
Name of Broker(s)	
Account ID(s)	
Exchange	

ACCOUNT WITH BANK

Name of Bank	
Savings/ Current Account Number	
Branch Address	

NOMINATION

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

Name of Nominee :	
Relationship to the Account Holder :	
National Identity Card No (Copy Enclosed):	
Address :	
Date of Birth :	_____ (DD/MM/YYYY)
Email Address :	
Telephone Numbers :	Home: Office: Mobile:

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 Futures Market Act, 2016 read with the Securities & Exchange Commission of Pakistan Act, 1997, Futures Brokers (Licensing & Operations) Regulations, 2018, 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 its office for access to the Account Holder(s) during working hours.
2. In the event of the death or insolvency of the Account Holder(s) or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Account Holder(s) has ordered to be bought or sold, the Broker may with the approval of the Exchange, close out the transaction of the Account Holder(s) and the Account Holder(s) or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus / profits which may result there from.
3. Payment of Margins: Variation Margin will be collected in cash only through banking channel. 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) may not be permitted to create any new open positions, until receipt of such additional initial margin.
4. All positions (brought forward, created during the day, closed out during the day) in Commodity Futures Contracts, at the close of trading hours on a day, shall be marked to market at the Daily Settlement Price (for Daily Mark to Market Settlement) and settled.
5. Variation Margin calls resulting due to daily Mark to Market settlement in respect of admitted deals in Commodity Futures Contracts shall be cash settled, only.
6. Mark to market settlement resulting in losses: Losses incurred at the end of the trading day will be first deducted from the respective funds available with the Exchange in the form of Margin deposits, after covering up the minimum margin required at the end of the trading day. If the balance available to the credit of the Account Holder(s) is not adequate to cover the loss incurred by the Broker or Account Holder(s) a variation margin call will be generated to cover the amount of loss. Variation Margin call amount will be collected from each Account Holder(s). The Account Holder(s) will be required to pay to the Exchange 100% of the amount of Variation Margin call in cash through banking channel. Variation Margin Calls (Losses) at the end of each day will be paid to the Clearing House latest by the Exchange determined cutoff time on the same trading day.
7. In case an Account Holder(s) fails to deposit the amount of Variation Margin call during the timings specified by the Exchange his trading account(s) and the rights arising in connection thereto will be suspended.
8. In Case of Profits: Profit earned at the end of the trading day will be added / credited to the respective funds available with the Exchange in the form of Margin deposits. The amount will increase the balance available at the end of trading day, to take further positions.
9. On Expiry date of a commodity futures contract, all Account Holder(s) with open positions, will be matched for delivery in respect of all positions individually.
10. A detailed report containing all matched and unmatched requests will be provided to Account Holder(s) before the end of the day on expiration of the commodity futures contract.
11. The Account Holder(s) 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. The Broker shall be responsible for the collection of such said information from the Account Holder(s) and to submit the same to the Exchange.

13. The Exchange at the end of the stipulated period shall match the information provided by the Broker against Net Open Positions of the Account Holder(s) and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Broker.
14. The Account Holder(s) shall co-ordinate with the Broker to ensure that all requirements for giving / taking delivery are fulfilled. The Account Holder(s) shall also ensure that all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time are complied with.
15. The Account Holder(s) shall submit Invoices and 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 and 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). However, the broker shall not obtain discretionary trading authority from the client. The broker shall place orders on behalf of the client from his login credentials. The broker or his employee(s) shall not obtain and use password of the client.
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 futures contracts shall be executed by the Broker and the Account Holder 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 financial/economic nature. The Broker however does not guarantee the accuracy/veracity/reliability of such information and the Account Holder(s) acknowledge(s) that any steps or instructions issued in reliance of such information shall be deemed to have been unilaterally taken/ issued by the Account Holder(s) at his/her/their sole risk and responsibility in respect of the consequences emanating therefrom. 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.
22. The Broker shall provide the trade confirmation of the executed transactions to the Account Holder at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt as noted in Clause 17.
23. In case there are any error(s) in the trade confirmation statement, the Account Holder(s) shall report the same to the Broker within one business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s). Provided however, the Broker's decision as to whether or not there has been any error in the daily confirmation statement, shall be conclusive and binding upon the Account Holder(s).

24. Provisions in case of Default: In the event of a default of a Broker on his own account, the Account Holder(s) money shall not be utilized to meet the Broker's liabilities. In such cases, the Account Holder(s)'s positions shall be either transferred to another solvent Broker or closed-out as per the Regulations of the Exchange. The loss, if any, caused to the Account Holder(s) because of such action would be recoverable by the Account Holder(s) from the Broker. In the event of failure of the Account Holder(s) to fulfill his obligations to the Broker, the Exchange or the Clearing House, the Account Holder(s)'s position may be closed out and the money, if any, of the Account Holder(s) available with the Broker or with any other Broker or the Exchange, may be adjusted against the Account Holder(s)'s liabilities / obligations.
25. In case of any amount due from the Account Holder(s) has not been paid within the period specified, the Broker shall have the right to settle the outstanding amounts by closing out the contract. The Account Holder(s) shall further be liable for all losses, damages, costs and expenses, which the Broker may suffer or sustain due to non-payment by the Account Holder(s).
26. The Account Holder(s) shall have a right to obtain a copy of his/her/their ledger statement under official seal and signature of the Broker or his authorized representative on a monthly basis and otherwise as and when required by the Account Holder(s)' at a reasonable cost to the Account Holder(s). In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 (one) day of receipt of the ledger statement to remove such discrepancy.
27. The Account Holder (s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr. /Ms. / _____ I. D. No. _____ (Authorized Person) to transact in the account in which event the transactions shall be executed by the Authorized Person on behalf of the Account Holder(s). All transactions executed by the Authorized Person shall be binding upon the Account Holder(s). The Broker shall upon receipt of instructions from the Account Holder or the Authorized Person is entitled to purchase or sell, the commodities and deal in and engage in transactions in commodities upon the instructions of the Account Holder(s) and/or his/her/their Authorized Persons, as provided in Clause 17 hereinabove.
28. The Broker shall be responsible to append a list of his authorized traders and designated employees, who can deal with the Account Holder(s), with this Account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect. The Account Holder(s) shall not deal with any person at the Broker's office, except with the Broker's key personnel. 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) 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 Brokers 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 tax is applicable on payments to be made to the Account Holder(s), the same shall be withheld in accordance with the pertinent regulations.
30. The Broker shall not disclose the information of the transactions of the Account Holder(s) to any third party and shall maintain the confidentiality of this information. However, in case any appropriate Court, Tribunal, Exchange, the Commission, the State Bank, the Investigating Agencies (such as NAB, FIA, ANF, etc.) or the Federal or Provincial or Local Government(s) as the case may be, in exercise of its/their powers under the law require(s) any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.

Provided however that the Broker shall be allowed to share the details of the Account Holder(s) as mentioned in the Account Holder(s) registration form or any other information pertaining to the Account Holder(s) with parties / entities other than when required under law with the express permission of the Account Holder(s).
31. In case of merger of the Broker's corporate membership with another entity, subject to the condition that the beneficial ownership remain the same, the agreement and conditions laid down herein above shall remain effective, unless otherwise mutually agreed by the parties.

32. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier/registered post/fax/Email) or by hand subject to receipt/acknowledgment, as per the medium chosen by the Account Holder(s) in the title page of this Account Opening Form. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, insist upon a particular mode of receiving instructions from the Account Holder(s) in one of the above mentioned modes of communication and shall be further at a liberty to record, tape or in any other manner store such instructions. Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.
33. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing. The Account Holder(s) further undertake(s) to promptly notify the Broker in writing of any change in the List of Authorized Person(s), as set out in this Account Opening Form. No change thereto shall be effective and the Broker shall be entitled to rely on the information pertaining to the Authorized Person(s) and the particulars, as recorded with the Broker without incurring any liability for doing so, until such time that the Broker is so notified in writing along with the credentials and specimen signature(s) of the replacement Authorized Person(s).
34. In the event of failure or refusal to effect the delivery against purchase contract by any Broker of the pertinent Exchange through whom the Broker may have purchased the commodities or refusal to accept delivery against any sales contract by any Broker of the said Exchange through whom the Broker may have sold the commodities, the Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and, in any such event, Regulations of the Exchange shall at all times prevail and shall be binding upon the parties.
35. The Broker shall not be liable for any fraud, forgery; mis-declaration or any other act or omission on the part of any Account Holder(s) and the contracts shall be 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) 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) 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.
39. In case the Account Holder(s) is/are Foreigner Resident, Foreigner Non-Resident and Non-Resident Pakistani, permission from the government of Pakistan and/or the State Bank of Pakistan shall be obtained by the Account Holder(s), if required under any laws, Rules or Regulations.
40. The Account can be closed by mutual consent, upon at least one month prior written notice by one party to the other. Upon service of such notice, no further transactions of commodities will be executed by the Broker on Account of the Account Holder(s), except that all pending orders shall be executed and all settlement shall be made. This is without prejudice to the right of the Broker to close the Account and to square off the Account Holder(s)' position and recover all out standings, dues, losses, etc. without any prior notice in event of non-payment or breach of any of the terms and conditions of this Agreement by the Account Holder(s). The Account Holder(s) shall continue to be liable for any short fall.
41. Whenever any difference arises between Broker and his Account Holder(s) on the other hand or between Brokers and their Authorized Representatives, or between any Broker's Authorized Representative and the Broker's Account Holder(s) in connection with the trade or transaction or contracts on the Exchange, or anything incidental hereto, it should be referred to Arbitration in accordance with the Regulation of the Exchange.

42. I / We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
43. I/We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
44. I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the commodity wise Position Limits of permitted commodity futures contracts as may be fixed from time to time by the Exchange with the approval of the Commission.
45. I / We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexure and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.
46. I / We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above from any sources deemed appropriate by the Broker.

Signature of Account holder		
Name:	Signature:	Dated:
Name:	Signature:	Dated:

For and on behalf of Broker		
Name:	Designation:	Dated:
Signature:		

Witness 1:

Witness 2:

Name: _____

Name: _____

CNIC#: _____

CNIC#: _____

Enclosures - for Individuals

1. Attested copies of Computerized National Identity Card of the applicant.
2. Attested copies of Computerized 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 accountholder).
5. A list of Transaction fee, Commission to be charged by the Broker and other charges to be levied.
6. Copy of Income tax return

Enclosures - for Companies

1. Attested copies of Memorandum and Articles of Association/ Partnership deed and Certificate of Incorporation.
2. Board of Directors' Resolution.
3. List of Authorized Directors/Officers, who would operate the Account with attested copies of their CNICs.
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. Paid-up Capital as DD-MM-YY

RISK DISCLOSURE DOCUMENT

This document should be read by each and every prospective client before entering into Commodity Futures trading and should be read in conjunction with regulations of the Pakistan Mercantile Exchange Limited ("PMEX"). PMEX and broker have not passed the merits of participating in this trading segment nor have PMEX and broker passed the adequacy of this risk disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, account holder should undertake such transactions only if he/she understands the nature of futures contracts (and contractual relationship) into which you are entering and the extent of your exposure to risks. Risk of loss in trading in commodity futures contracts can be substantial. You should carefully consider whether trading is appropriate for you in the 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 consequence of loss in the future segment; the account holder shall be solely responsible for such loss and the Exchange and broker shall not be responsible for the same and it will not be open for any account holder to take the plea that no adequate disclosure was made or he/she was not explained the full risk involved by the broker. The client will be solely responsible for the consequence and no contract can be rescinded on that account.

Risk Involved in Trading Contracts Effects of "leverage" or "gearing"

The amount of margin is small relative to the value of the commodity futures contracts other transactions are "leverage" or "geared". Commodity future trading, which is conducted with a relatively small amount of margin, provides the possibility of great profits or loss in comparisons with the principle investment amount. But transition in futures carries a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity future 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 relatively short period of time. Moreover, the loss may exceed the original margin amount.

1. Commodity futures trading involve daily settlements 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 movements. This margin will have to be paid within the stipulated time frame, generally before commencement of trading next day.
2. If you failed to deposit mark to market loss and additional margin by the deadline or if an outstanding debt occurring your account, the broker may, without any further notice to the account holder, liquidate a part of, or the whole position, in order to bring the margin to the required level. In this case, Account Holder(s) will be liable for any losses incurred due to such closeouts.
3. Under certain market conditions and investor may find it difficult to impossible to execute transitions. For example, these situations 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.
4. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in 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 margin or reduce your position.
5. You must ask your broker to provide the full details of the commodity futures contracts you plan to trade i.e. the contract specification and the associated obligations and ensure that your broker takes no position without your express written authorization if you deem it necessary.

Risk-reducing Order or Strategies

The placing of certain orders (e.g., "stop-loss" order), which are intended to limit losses to certain amount may not be effective because market conditions may make it impossible to execute such order. 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 rules of certain market (e.g. the suspension of trading in any contract or contrast 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 protection accorded to the money or the other property you deposit particularly in the event of firm insolvency or bankruptcy. The extents to which you may increase 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 purpose of distribution in the event of shortfall. In case of any dispute with broker, the same is subject to Arbitration as per the regulation of the exchange.

The payments made is all bank to bank transactions; the broker does not take any responsibility of any sort of cash handling with any of its employee or agent.

Commission and other Charges

Before you begin the trade, you should obtain a clear explanation of all commission, fee 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.

Witness1:

Witness2:

Name: _____ **Name:** _____

NIC/Passport No: _____ **NIC/Passport No:** _____

**Procedures and Information to Clients of Commodity
Futures Brokers**

You are hereby directed to PMEX Website on their web link:

<https://www.pmx.com.pk/wp-content/uploads/2017/12/pmx-Circular-No.-31-Tariff-for-CGT-Calculation.pdf>

In which PMEX Circular No: PMEX/MKT, BD & CSS/2017/31 explains the Tariff for Capital Gain Tax (CGT) Related Services and Calculation. It says that CGT Posting of 5% will be charged on trading at PMEX. It further states that following tariff related to CGT Processing services will be charged:

Annual Traded Value	NCCPL (Rs)	PMEX (Rs)	Total
Up to Rs 100,000	-	-	-
Rs 100,000 to Rs 5 million	250	-	250
Rs 5 million to Rs 10 million	300	60	360
Rs 10 million to Rs 50 million	350	250	600
Rs 50 million to Rs 100 million	1,000	800	1,800
Rs 100 million to Rs 500 million	3,000	2,000	5,000
Rs 500 million to Rs 1 billion	3,500	3,500	7,000
Over Rs 1 billion	5,000	5,000	10,000

You are also requested to note PMEX web link:

<https://www.pmx.com.pk/wp-content/uploads/2018/02/PMEX-Circular-No-3-PMEX-Offers-MetaTrader-5.pdf>

Since June 04, 2020 PMEX offers a state of the art technology driven trading platform that allows seamless and secure trading. It facilitates the market participants to connect with the Exchange from across the globe and trade virtually round-the-clock. The Exchange offers front end trading services under Meta Trader 5 (MT5), a globally acclaimed multi-functional trading platform.

You are also requested to note PMEX web link:

<https://www.pmx.com.pk/wp-content/uploads/2020/03/Notification-No-12.-MetaTrader-5-MT5-Web-platform.pdf>

All Clients are requested to note the following:

1. There will be a single futures trading account for trading physical and futures contracts. Moreover, working orders and open positions will be merged into a single futures account. Further all multiple accounts linked to a single UIN will be merged into a single account under the same broker. The Exchange will communicate brokers about the merging of accounts into a single futures account. In this regard, clients are advised to contact their brokers.
2. New feature such as Stop Loss - Take Profit (SLTP) and Price History have been enabled in MT5 application.
3. Trailing Stop loss functionality as an order type will no longer be available in MT5. However, MT5 provides an option to clients for managing their stop loss orders dynamically according to market condition. But, these orders will be trailed only when client application remains operational. Once the client closes the application trailing stop loss will not be available.
4. PMEX Fee and Broker commission will be deducted on a real time basis.
5. FI (first function key) can be used to get help on various MT5 functions (for desktop terminals only).

Name of Account Holder

Signature

Date

Account Number

HG Markets (Pvt.) Ltd.
2 - Shahra Aiwan-e- Tijarat, Lahore.
KNOW YOUR CUSTOMER (KYC) APPLICATION FORM
INDIVIDUAL

(Please use **BLOCK LETTERS** to fill the form)

A. IDENTITY DETAILS OF APPLICANT			
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) Mr. / Mrs. / Ms.			
2. Father's / Husband's Name:			
3. a. Nationality:	b. Marital status: <input type="checkbox"/> Single <input type="checkbox"/> Married	c. status <input type="checkbox"/> Resident <input type="checkbox"/> Non Resident	
4. a. CNIC/ SNIC/NICOP/ARC/POC No:			
b. Expiry date:			
5. Passport details: (For a foreigner or a non-resident Pakistani)		Passport Number:	Place of Issue:
		Date of Issue:	Date of Expiry:
6. Date of Birth			
B. ADDRESS DETAILS OF APPLICANT			
1. (a) Mailing Address: (Address should be different from authorized intermediary business address except for employees of authorized intermediary)			
		City/Town/Village:	Province/State:
(b) Tel. (Off.):*		(c) Tel. (Res.):*	(d) Mobile**:
		(e) Email**:	(f) Fax*:
Specify the proof of address submitted for mailing address:			
2. (a) Permanent Address: (mandatory for all applicants- fill out if different from mailing address)			
		City/Town/Village:	Province/State:
(b) Tel. (Off.):*		(c) Tel. (Res.):*	(d) Mobile**:
		(e) Email**:	(f) Fax*:
Specify the proof of address submitted for mailing address:			
C. OTHER DETAILS			
1. Gross Annual Income Details (please specify):			
<input type="checkbox"/> upto Rs. 100,000 <input type="checkbox"/> Rs.250,001-Rs.500,000 <input type="checkbox"/> Rs. 1,000,001 - Rs.2,500,000 <input type="checkbox"/> Rs.100,001-Rs.250,000 <input type="checkbox"/> Rs.500,001-Rs.1,000,000 <input type="checkbox"/> Above Rs2,500,000			
2. Source of Income:			
3. Shareholder's/Unit Holder's Category: INDIVIDUAL			
4. (a) Occupation: [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Agriculturist	<input type="checkbox"/>
	<input type="checkbox"/>	Retired Person	<input type="checkbox"/>
	<input type="checkbox"/>	Professional	<input type="checkbox"/>
(b) Name of Employer / Business: (Include symbol if employer listed company)		(c) Job Title / Designation:	(d) Department:
(e) Address of Employer / Business:			
D. BANK DETAILS***			
Bank Name:		IBAN No.:	
E. DECLARATION			

I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Applicant

Date: (dd/mm/yyyy)

Signature of the Applicant as per
CNIC/SNIC/NICOP/ARC/POC/Passport No
(Only applicable if Applicant signature is different)

FOR OFFICE USE ONLY

Authorized Signatory

Date

Seal/Stamp of the Authorized Intermediary

* Optional

** For NICOP/ARC/POC/Passport, Email is mandatory and Mobile Number is Optional. Whereas for CNIC/SNIC, Mobile Number is Mandatory and Email is Optional. Incase of SNIC where country of stay is not Pakistan, email will be mandatory.

***IBAN shall be mandatory for all Customers subject to any exception available under applicable laws, rules, regulations etc.

Terms & Conditions of the KYC Application Form:

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti -Money Laundering and Countering Financing of Terrorism Regulations, 2018.
3. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form.
4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations
6. The Customer agrees that in the event that he does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the NCCPL, the NCCPL shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO
9. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of its KYC functions
10. CKO 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.
11. The Customer agrees and affirms that it shall be bound by and act in accordance with the provisions of the Centralized KYC Organization Regulations
12. These terms and conditions shall be governed by the laws of Pakistan.

Signature of the
Applicant

Date

Seal/Stamp of the
Authorized Intermediary

HG Markets (Pvt) Limited

Broker's Key Personnel

(See Clause 28 of Special Terms and Conditions in Standard Account Opening Form of PMEX)

"The Broker shall be responsible to append a list of his authorized traders and designated employees, who can deal with the Account Holder(s), with this Account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect. The Account Holder(s) shall not deal with any person at the Broker's office, except with the Broker's key personnel. The Broker shall not be responsible for any dealings between the Account Holder(s) and any unauthorized person".

Authorized Trader			
Name	Designation	Signature	Contact Number

Designated Employee			
Name	Designation	Signature	Contact Number

Account Holder			
Name	CNIC No	Trader Account Code	Date

Account Holder's Signature

Account Holder's Thumb Impression

اطلاع/ہدایت نامہ/اقرانامہ برائے اکاؤنٹ ہولڈر

دو قدامتوں پر مبنی جو کہ HG Markets (Pvt) Ltd. کے واسطے پاکستان مرکٹس ایچ جی (PMEX) میں اکاؤنٹ کھولنا چاہتے ہیں ان کے اکاؤنٹ مکمل چکے ہیں ان سے درخواست کی جاتی ہے کہ درج ذیل ہدایت کو غور سے پڑھیں اور اپنی دستخط کر دیں کہ آپ ان ہدایت سے آگاہ ہیں۔ شکریہ!

1- HG Markets (Pvt) Ltd. پاکستان مرکٹس ایچ جی کے بروکر کے طور پر کام کرتا ہے۔
2- HG Markets (Pvt) Ltd. کلائنٹس کی Trade پر کمیشن وصول کرتا ہے جو کہ کلائنٹس کے اکاؤنٹ سے منہا ہو کر PMEX کے پاس جمع ہو جاتی ہے اور ہر ماہ HG Markets (Pvt) Ltd. کے بینک میں جمع ہو جاتی ہے۔

3- HG Markets (Pvt) Ltd. کمپنی اسکے عہدیداران، مالکان اور اسٹاف کی قسم کے نفع/انحصار میں کلائنٹس کے حصہ داران نہیں ہیں اور نہ ہی کسی قسم کے نفع/انحصار کے ذریعہ۔
گانگی/مشورہ/ہدایت دیتے ہیں۔

4- HG Markets (Pvt) Ltd. کمپنی اسکے عہدیداران، مالکان اور اسٹاف کے کسی بھی قسم کے ذیابطہ دیتے ہیں اور نہ ہی ان ذیابطہ پر کسی قسم کی مابذیل سالانہ کسی بھی طور کی ادائیگی کرتے ہیں یا اسکا وعدہ کرنے کے مجاز ہیں۔

5- آپ کو اپنے مفاد میں مطلع کیا جاتا ہے اور ہدایت دی جاتی ہے کہ اگر آپ Password اپنی رضا مندی سے HG Markets (Pvt) Ltd. کے کسی اسٹاف کی کسی اور شخص کو دیں تو اس کی تمام ذمہ داری آپ پر ہوگی۔ HG Markets (Pvt) Ltd. کمپنی مالکان، عہدیداران اور اسٹاف کی کسی قسم کے نفع/انحصار کا ذمہ دار نہیں ہوگا۔

6- ہر ماہ سہ ماہی متوجہ ہوں کہ PMEX آپ کے ٹریڈنگ اکاؤنٹ کا Password صرف آپ کو ہی مہیا کرتی ہے۔ آپ کے پاس اس بات کی کاپی میسر ہے کہ حسب ضرورت آپ حسب ضرورت کی مرچہ چاہیں آپ اپنے Password کو تبدیل کر سکتے ہیں۔ کسی بھی پریشانی کی صورت میں آپ ہمارے سسٹم اسٹاف سے صبح 10 سے شکر رات 11 بجے تک ہمارے یو نیورسل نمبر 111-800-000 پر رابطہ کر سکتے ہیں۔

7- آپ کو ہدایت کی جاتی ہے کہ Account Opening Form کے Special Term & Condition کو غور سے پڑھ لیں، خصوصی طور پر آپ سیکشن 16, 17, 18, 19, 20, 21, 22, 23, 27, 28 کے ذریعہ مکمل گائی حاصل کر لیں۔ آپ دستخط کر کے اس بات کا اقرار کرتے ہیں کہ آپ بیان کردہ حقائق کے بارے میں مکمل آگاہ ہیں۔

8- پاکستان مرکٹس ایچ جی (PMEX) کے کلائنٹس صرف اپنے بینک اکاؤنٹ کے ذریعے اپنے ٹریڈنگ اکاؤنٹ میں رقم پاکستان مرکٹس ایچ جی کے فراہم کردہ بینک اکاؤنٹ میں جمع کروا سکتے ہیں۔

9- کراس چیک، آن لائن RTGS، پی آر ڈی صرف پاکستان مرکٹس ایچ جی کے بینک اکاؤنٹ میں ہی جمع کروائے جاسکتے ہیں۔

10- تمام کلائنٹس کو ان کی Withdrawal کی رقم بذریعہ آن لائن پاکستان مرکٹس ایچ جی کی طرف ان کے Account Opening form پر دیے گئے اکاؤنٹ نمبر میں منتقل کی جاتی ہے۔

11- HG Markets (Pvt) Ltd. کے آپس میں کسی قسم کے CASH کالین دیں نہیں ہوتا۔

12- اگر کوئی کلائنٹ درج ذیل ہدایت پر عمل نہیں کرتا تو کمپنی اس کے علاوہ کسی قسم کے نقصان کے ذمہ دار نہیں ہوگی۔

13- ہر ماہ سہ ماہی نوے لاکھ روپے کسی فارم کے Process کرنے کے چارجز مبلغ 6000/- روپے واپس لاوا ہوگی۔

میں اس بات کا اقرار کرتا ہوں/کرتی ہوں کہ میں نے مندرجہ بالا ہدایت کے بارے میں گائی حاصل کر لی ہے۔

_____ تاریخ

_____ امضاء

_____ آگوشا

_____ دستخط اکاؤنٹ نمبر