

ONLINE TRADING AGREEMENT

This agreement is made on this _____ by and between:

S.D Mirza Securities (Private) LIMITED, a company incorporated under the Companies Ordinance 1984 having its registered office in Room# 401, LSE North Tower Building, 19 Kayaban-e-Aiwan-e-Iqbal, Lahore (hereinafter called "S.D.Mirza Securities")

And

Messrs/Mr./Miss _____ (hereinafter called the "Client")

WHEREAS Pakistan Stock Exchange Limited has developed an "Online trading" system, herein called "KiTS", wherein an investor can trade through Internet in Pakistan Stock Exchange from anywhere in the world.

WHEREAS the client agrees that the following terms and conditions shall apply to the opening and maintenance of the equities trading account by the client with S.D Mirza Securities in relation to all transactions of sales and purchases of shares/securities by or on account of the client through KiTS Terminal. Terms and Conditions on Standard Account Opening Form of S.D Mirza Securities shall apply in addition to the following terms and conditions and they shall be considered as integral part of this agreement.

1. DEFINITIONS

In this Agreement, the following terms shall have the meaning assigned to them:----

- (a) "Account" means the Equities Trading Account maintained under this agreement, as detailed in the Standard Account Opening Form.
- (b) "Account Holder" means the client maintaining the Account with S.D Mirza Securities as an individual or in joint capacity under this Agreement.
- (c) "Agreement" means this Agreement that will bind S.D Mirza Securities and the Client.
- (d) "Electronic Trading" means trading of Securities via computer, mobile phone or any other electronic device, over Internet.

Signature of Broker

Signature of Account Holder

Signature of Joint A/C Holder

- (e) "Liabilities" means all and any sums and amounts payable by the Client to S.D Mirza Securities under this Agreement at any time and from time to time on account of purchase and sale of and investments in Securities, including settlement differences, and Stock Exchange charges as well as all losses, damages, charges, costs, expenses, etc., incurred, suffered or sustained by S.D Mirza Securities arising from or in relation to the Account and the Transactions including those relating to the enforcement of the rights that S.D Mirza SECURITIES may be enjoying under this Agreement.
- (f) "Margin" means cash or marketable Securities that may be acceptable to S.D Mirza Securities, in the Account of the Client as security against the Client's exposures and Liabilities.
- (g) "Online Trading" means sale or purchase of shares/securities by the client himself at his own computer terminal from Online Trading System available through Internet on PSX Kits Trading Terminal Software.
- (i) "Password or pin" means the personal identification number or code issued to the Client as the Account Holder to enable the Client to have an access to and use the Account through online trading.
- (j) "Transactions" means each and every transaction of Purchases and Sales of Securities undertaken by the Client or his Authorized Representative in online trading.
- (k) "Order" means each request for sale and/or purchase of Securities made by the Client or sale request by the Client upon S.D Mirza Securities through computer terminal or otherwise.

2. ACCOUNT APPROVAL AND EFFECTIVE DATE

- a) This Agreement shall come into effect upon the acceptance by S.D Mirza Securities of the Account Opening Form executed by the Client, which shall be communicated verbally to the Client. The Account Opening Form signed by the Client authorizes S.D Mirza Securities to verify the creditworthiness and reputation of the Client. S.D Mirza Securities may reject an application or close the Account without assigning any reasons.
- b) S.D Mirza Securities may obtain credit reports, contact employers and business acquaintances of the Client and their banks and financial institutions, and make any other inquiries, which S.D Mirza Securities deems necessary.

Signature of Broker

Signature of Account Holder

Signature of Joint A/C Holder

- c) The Terms and Conditions contained in this Online Trading Agreement are subject to change by S.D Mirza Securities at its discretion upon written notice to the Client. The Client shall be deemed to have accepted any and all changes by not closing and/or by continuing to use the Account.
S.D Mirza Securities reserves the right at its discretion to restrict trading, disbursements or transfers and to require additional documentation or margins from time to time for the purpose of maintaining the Account and/or executing instructions on account of the Client.

3. ACCURACY AND REPRESENTATIONS

- a) The information supplied by the Client on any Account Opening Form is warranted by the Client to be accurate and the Client agrees to notify S.D Mirza Securities in writing of any changes in that information. The Client warrants that only he or they has/have an interest in the Account and that they have attained the age of maturity.
- b) The Client also agrees to notify S.D Mirza Securities in writing if he or they are or become (1) employed or affiliated with any securities firm, brokerage house or Stock Exchange, (2) an officer, director, affiliate or 10% shareholder of a public listed company.
- c) In case any Securities held by the Client in his account comes within the limitations or prohibitions of any laws or prohibitory orders of any court or lawful authority, the Client shall forthwith notify the same to S.D Mirza Securities.

4. COMMUNICATIONS

- a) For the purpose of Rule 4 (4) of Securities and Exchange Ordinance 1969, All transactions executed by the client himself from his computer terminal in online trading shall stand confirmed when executed.
- b) S.D Mirza will send communications to the Client at the mailing addresses specified on the Account Opening Form. Any communication sent to that address by mail, e-mail, messenger, courier, post or telephone or otherwise shall be considered having been delivered personally to the Client. The Client agrees to inform S.D Mirza Securities promptly of any change in his addresses , email address.

5. ONLINE TRADING

- a) On payment of-----S.D Mirza Securities shall arrange for the Account Holder/ Client Online trading facility.

Signature of Broker

Signature of Account Holder

Signature of Joint A/C Holder

- b) Account Holder/ Client shall use his own Password and PIN to access the Online Trading Terminal.
- c) For the effective use and error free working of the online trading, the client shall be responsible to retrieve and comply with the hardware and software requirement of Online Trading System developed by Pakistan Stock Exchange Limited.
- d) S.D Mirza Securities may issue a reference number and Password / Pin to the Account Holder that will allow the Account Holder to access the Online Trading. The Password / Pin may be communicated through E-mail or through any courier to the Account holder at his or her own risk. The Account Holder shall not disclose the Password to any person and shall take every reasonable precaution to prevent discovery of the Password by any person.
- e) S.D Mirza Securities may assign a reference number to the Account Holder to use the Online Trading. S.D Mirza Securities shall not be deemed to receive any order through Online Trading until a reference number is assigned. S.D Mirza SECURITIES shall not be liable if the Account Holder fails to receive a reference number, or to receive an official confirmation of trade or any discrepancies in account balance or positions unless the same is immediately notified in writing to the S.D Mirza SECURITIES.
- f) The Client can also check his previous record of trading by retrieving complete account statement from the web-site of S.D Mirza Securities. The client can obtain special reference number and password to retrieve this information from S.D Mirza Securities.
- g) S.D Mirza Securities may electronically transfer delivery of confirmation, statements and other notices in connection with Online Trading. Any information, confirmation, statements and other notices, which may be transmitted to the Account Holder electronically, shall also be considered to be delivered as a hard copy version.
- h) The Account holder will immediately change the password/PIN. In case of any loss, theft, or unauthorized use of his password, account number and PIN/ Password, the client alone shall be held responsible.
- i) If the client wants to stop the trading in his account he shall give notice in writing to S.D Mirza Securities and on receiving such notice from Account holder the S.D Mirza Securities shall immediately close the Online trading terminal. The Account Holder shall immediately notify any change in its email or other address as mentioned in the Account opening Form.

Signature of Broker

Signature of Account Holder

Signature of Joint A/C Holder

- j) In case the Online trading is not available then the client can contact S.D Mirza Securities by using other traditional means of communication to get his orders executed. The procedure for alternate means of placing / cancelling / changing orders is available on the website of S.D Mirza Securities.
- k) All Orders placed upon S.D Mirza Securities for sale and purchase of Securities by any means of communications, including telephone, fax or letter shall be conclusive and binding upon the Client. If the account is jointly operated, the Order placed by any one of the joint account holders, shall be conclusive and binding upon both of them.
- l) S.D Mirza Securities shall put forth its best endeavors to service and execute the Orders placed by the Client. Once any Securities are bought or sold in fulfillment of an Order of the Client, S.D Mirza Securities shall endeavor to confirm the Order by sending Confirmation memo, which shall be sent to the Client, if possible on the same day after the closing of the trading on the Stock Exchange or on the ensuing working day with full particulars of the Securities purchased or sold on account of the Client, the date and time of purchase or sale and the net price (after commission) at which the Securities are purchased or sold on behalf of the Client. Provided however, if S.D Mirza Securities, due to business pressure is unable to transmit the Confirmation Memo, the Client shall still be bound by the contract of sale or purchase, which shall be deemed to have been entered into at the time the Securities are actually sold or purchased on account of the Client. The Client shall not question any Transaction undertaken by S.D Mirza Securities pursuant to such instructions.

6. MARGIN DEPOSIT & INDEBTEDNESS

- a) _____ margin would be required in the Account (in cash or Securities) before executing any Orders or undertaking any Transactions in account of Client. S.D Mirza Securities shall have the right to liquidate the Client's trading position(s) if the Account margin is reduced or insufficient at any time.
- b) S.D Mirza Securities may at its discretion elect, with or without notice, to square off the Client's Account and make all obligations in the Account immediately due and payable by the Client without assigning any reasons.

Signature of Broker

Signature of Account Holder

Signature of Joint A/C Holder

Witness

1. _____ CNIC # _____
2. _____ CNIC # _____

Created By _____ Checked By _____ Dated _____

Risks associated with Online Trading

All risks connected and involved with Electronic/Online Trading will be assumed fully by the client. Electronic/Online Trading may from time to time be adversely affected (inter alia) by network congestion, equipment failure, software failure, system breakdown, loss of connectivity, power failure, adverse market conditions, partial execution of order and/or technical glitches/failures (including but not limited to connectivity failures). Neither the Broker nor any of its Directors or officers, its management, its branch offices, office of supervisory jurisdiction, and their respective registered representatives and employees, would be responsible or liable in any manner for any losses or damages that may be suffered by the client including those due to the misuse of client information and affairs by unscrupulous person(s).

Alternatively; in failure of Electronic/Online Trading orders can be placed via the KATS Terminal. The Broker may, from time to time at the request of the client or of its own volition, provide to the client information relating to investment opportunities in the market and/or of a financial/economic nature. The Broker however does not guarantee the accuracy/veracity/reliability of such information. Any steps or instructions issued by the client, in reliance of such information, shall be deemed to have been unilaterally taken/issued by the client at his/her/their sole risk and responsibility in respect of the consequences emanating there from.

The decision to sell or purchase any Securities or to make any investments or disinvestments, shall be deemed to have been made only by the client based on his/her/their own acumen and judgment, without any representation or assurance from the Broker as to its profitability or viability.

Signature

Date: _____