



Bank AL Habib Limited
PRINCIPAL OFFICE
 2nd Floor, Mackinnons Building, I.I. Chundrigar Road, Karachi.

SUB-ACCOUNT OPENING FORM FOR INDIVIDUALS

[Note: This Sub-Account Opening Form shall be filled along with the bank account opening form and shall form part thereof]

(Sub-Accounts are opened and maintained by Participants in accordance with the CDC Regulations made pursuant to Section 4 of the Central Depositories Act, 1997)

I/We hereby apply for opening of my/our Sub-Account under the Account Family of Bank AL Habib Limited (hereinafter referred to as “Bank Participant”) maintained in the Central Depository System (“CDS”) of the Central Depository Company of Pakistan Limited (“CDC”). My/our particulars are given as under:

For official use of the Bank Participant only	
Application Form No:	
Bank Account No.	
CDS Bank Participant ID:	
Sub-Account No:	
Date:	
Nature of Account:	Single
	Joint

OTHER ACCOUNT LEVEL INFORMATION OF THE MAIN APPLICANT

1. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney. Where Contact Person is the Main Applicant or any of the Joint Applicants, please tick (✓) the appropriate box (a) below. Where Contact Person is an Attorney, please provide details in (a) to (i) below]

(a) Contact Person: Main Applicant	Joint Applicant No. 1	Joint Applicant No. 2	Joint Applicant No. 3	Attorney
(b) Attorney Name: MR. / MRS. / MS.				
(c) Mailing Address:				
(d) CNIC / SNIC / NICOP / ARC POC No:				
[Please tick (✓) appropriate box]				
(e) Expiry date of CNIC/SNIC/NICOP/ARC/POC:	D	D	/	M
M / Y Y Y Y				
(f) Passport details: (For a foreigner)	Passport Number:			Place of Issue:
	Date of Issue:			Date of Expiry:
(g) Contact No:	(h) Fax: (optional)		(i) Email: (*)	
<ul style="list-style-type: none"> Land Line No.: (optional) Local Mobile No. (*) 				

* Where the Applicant / Contact Person is resident Pakistani, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Applicant / Contact Person is a non-resident or a foreigner, email address shall be provided for eAlert/eStatement from CDC as a mandatory requirement. In case the Contact Person is an Attorney, the Attorney shall receive such service. These information will also be used where any other service is subscribed under the CDC access

2. Bank Details

(a) Bank Name:	(b) IBAN No:
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3. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account) [Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]	(a) Name of Nominee:			
	(b) Relationship with Main Applicant: [Please tick (✓) appropriate box]	Spouse	Father	Mother
		Brother	Sister	Son
		Daughter		
	(c) CNIC / SNIC / NICOP / ARC / POC No:			
	[Please tick (✓) appropriate box]			
(d) Expiry date of CNIC/SNIC/NICOP/ARC/POC:				
(e) Passport details: (In case of a foreigner or a Pakistani origin)	Passport Number:			
	Place of Issue:			
	Date of Issue:			
	Date of Expiry:			

4. Zakat Status: (If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by all the Applicant(s) with the concerned Participant). Non-Muslims shall submit an affidavit.	Please tick (✓) the appropriate box	
	<input type="checkbox"/>	Muslim Zakat deductible
	<input type="checkbox"/>	Muslim Zakat not deductible
<input type="checkbox"/>	Not Applicable	

Sub-Account Operating Instructions												
1. Signatory (ies) to give instruction to the Bank Participant pertaining to the operations of Sub-Account. (Please specify sub-account operating instructions in the relevant column along with name and specimen signatures of authorized signatories)	Name of Signatory of Signatory (ies)						Specimen Signatures					
	(a)											
	(b)											
	(c)											
	(d)											
2. Sub-Account Operating Instructions: [Please (✓) appropriate box]	Singly (Either or Survivor)					Attorney						
	Jointly [any] _____					Any other						
CDC access												
CDC provides <i>FREE OF COST</i> services under CDC access whereby sub-account holders can have real time access to their account related information.												
1. Do you wish to subscribe to free of cost IVR/Web Service? [Please tick (✓) the appropriate box]						<input type="checkbox"/>	Yes	<input type="checkbox"/>	No			
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:												
(a) Date of Birth			D	D	/	M	M	/	Y	Y	Y	Y
(b) Mother's Maiden Name:						(c) Email Address (the email address of the Contact Person as provided in bank account opening form will be used):						
AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT												
<p>I/we the undersigned, hereby give my/our express authority to the Bank Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me/us and entered in my/our Sub-Account maintained with the Bank Participant for securities transactions that are exclusively meant for the following purposes:</p> <ol style="list-style-type: none"> a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time; b. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time; c. Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Bank Participant to my/our Sub-Account under another Main Account under the control of the Bank Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account; d. Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance with the CDC Regulations from time to time; e. For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or f. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time. <p>Specific authority on each occasion shall be given by me/us to the Bank Participant for handling of Book-entry Securities beneficially owned by me/us for all other purposes as permitted under the applicable laws and regulations.</p> <p>-----</p> <p>Note: Please note that above shall serve as a one-time fixed authorization to the Bank Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/their Sub-Account maintained with the Bank Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Bank Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.</p>												

TERMS AND CONDITIONS

Please read and understand the Terms and Conditions, attached herewith as Annexure A, before signing and executing this form

DECLARATION & UNDERTAKING

I/We, the undersigned **Applicant(s)**, hereby declare/undertake that:

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Bank Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other terms and conditions provided to me/us and placed on the website of the Bank Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account;
- f) I/We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Sub-Account which shall be binding on the Sub-Account Holder as well as the Bank Participant;
- g) I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is complete, valid, true and correct to the best of my/our knowledge as on the date of making this application and I/We shall inform the Participant immediately in writing of any change therein;
- h) I/We further agree that any false/misleading information by me/us or suspension of any material fact will render my/our Sub-Account liable for termination and further action under the law;
- i) All the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law; and
- j) I/We hereby now apply for opening, maintaining and operating of Sub-Account with the Bank Participant.

I, the undersigned as Bank Participant, hereby declare/undertake/confirm that:

- k) I have provided in full the Terms and Conditions attached as an Annexure to this Form to the Sub-Account Holder at the time of filing of this Form and I hereby further confirm that provided Terms and Conditions are available on our website and update the same immediately upon occurrence of any change in Terms and Conditions. I further confirm that Sub-Account of Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the Sub-Account Holder; and
- l) I have no doubt or concern that the Terms and Conditions shared with Sub-Account Holder by us are not updated and has any difference when compared with the specified Terms and Conditions and the attached Term and Condition also form part of this Form.

DISCLAIMER FOR CDC ACCESS

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet /Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the Sub-Account Holders ("Users") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet /Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exist with the use of the internet. CDC shall not be liable to any Users for providing and making available such services and for failure or delay in the provision of SMS to Users and all Users, who use the IVR, internet access, SMS or any other value added services, shall be deemed to have indemnified CDC, its directors, officers and employees for the time being in office and held them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of the IVR system, internet/web access, SMS or any other value added services.

All Users hereby warrant and agree that their access of the internet /web by the use of a User-ID and login is an advanced electronic signature and upon issuance of such User-ID to the user, they hereby waive any right to raise any objection to the compliance of the User-ID and login with the criteria of an advance electronic signature.

All Users shall by signing this Form and by their conduct of accessing the IVR, internet/Web access, SMS or any other value added services agree to all the terms and conditions and terms of use as shall appear on the CDC website at www.cdaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Name of Applicant:	Date: Place:	Signature:
Name of Joint Applicant No 1:	Date: Place:	Signature:
Name of Joint Applicant No 2:	Date: Place:	Signature:
Name of Joint Applicant No 3:	Date: Place:	Signature:

I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.

Name of Bank Participant: _____ **Date:** _____

Bank Participant's Seal & Signature: _____

Witnesses:

1. Name:

Signature: _____ CNIC No: _____

2. Name:

Signature: _____ CNIC No: _____

FOR THE USE OF BANK PARTICIPANT ONLY					
Particulars of Sub-Account Opening Form verified by :					
				Stamp:	
Application:		Approved		Rejected	Signature: (Authorized signatory)
Date:					
Sub-Account no. issued:					
Account opened by:					
Saved by:			Posted by:		
Signature:		Date:		Signature:	
				Date:	
Remarks: (if any)					

ACKNOWLEDGEMENT RECEIPT	
Application No:	Date of receipt:
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Sub-Account Opening Form from the following Applicant:</i>	
[Insert Name of Applicant(s)]	Bank Participant's Seal & Signature:
1.	
2.	
3.	
4.	

Note: The Sub Account opening facility is available at the following designated branches of Bank Participant.

For further details, please visit our corporate website.

IMPORTANT

Please read and understand the Terms and Conditions before signing and executing this form

TERMS AND CONDITIONS

The Terms and Conditions set herein below shall govern the Sub-Account forming part of the Account Family of the CDS Participant Account of the Bank Participant, which shall be binding on the Sub-Account Holder as well as the Bank Participant:

1. Provisions of the Central Depositories Act, 1997 (“**the Act**”) and the Central Depository Company of Pakistan Limited Regulations (“**the Regulations**”) as amended from time to time and the CDC’s Operating Manual/Operating Instructions developed and issued pursuant thereto from time to time and any other by-laws, directives of the Securities and Exchange Commission of Pakistan issued from time to time, shall govern the opening, maintenance and operations of the Sub-Account.
2. In case of unbind sheets each page of this form should be duly signed by the Applicant (and joint Applicants if any) and the Bank Participant or any authorized person of the Bank Participant.
3. The Bank Participant shall ensure provision of copies of all the relevant laws, rules and regulations at his office for access to the Sub-Account Holder(s) during working hours.
4. The Registration Details and such other information specified by the Applicant in this form and bank account opening form for opening of the Sub-Account appear in the Sub-Account to be established by the Bank Participant in the Central Depository System who shall ensure the correctness and completeness of the same. Any change therein notified by the Sub-Account Holder from time to time in writing to the Bank Participant shall reflect in the Sub-Account of such Sub-Account Holder.
5. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
6. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Bank Participant in this Sub-Account Opening Form above pursuant to Section 12 and 24 of the Act. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Bank Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Bank Participant.
7. Bank Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his Sub-Account under the control of the Bank Participant. Such instructions, among other matters, may include closing of Sub-Account.
8. Bank Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Bank Participant at any time on payment of a fee on cost basis as prescribed by the Bank Participant. The Bank Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
9. In consideration for the facilities and services provided to the Sub-Account Holder by the Bank Participant, the Sub-Account Holder shall pay fees and charges to the Bank Participant as applicable for availing such facilities and services under the Act, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Bank Participant shall have the right, subject to Clause 6 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Bank Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
10. Bank Participant shall have the right, subject to 20 Business Days prior written notice to the Sub-Account Holder to close the Sub-Account if it becomes dormant with no holding balances. No Sub-Account shall be treated as dormant unless there is no activity for continuous six months.
11. Where admission of Bank Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his Controlling Account Holder and Bank Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to his right of recovery of any dues or receivable from the Sub-Account Holder.
12. In case of a Joint Account, all obligations and liabilities in relation to this Sub-Account or under these Terms and Conditions shall be joint and several.
13. These Terms and Conditions shall be binding on the Bank Participant’s nominee, legal representative, successors in interest and/or permitted assigns.
14. In the event of any conflict between these Terms and Conditions and the terms and conditions contained in Trading Account Opening Form or any other forms/authorizations prescribed by the Bank Participant or otherwise, the Terms and Conditions contained herein shall prevail, insofar as it is related to the custodial services to be provided by the Bank Participant under the legal framework of CDC.
15. The provision of services as provided for hereunder shall not constitute Bank Participant as trustee and the Bank Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Bank Participant separately in writing.
16. The Bank Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).
17. The Bank Participant should ensure due protection to the Sub-Account Holder regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
18. Subject to Section 21 of the Act, Bank Participant shall maintain complete confidentiality of any information or document that is in his knowledge or possession or control relating to the affairs of the Sub-Account Holder(s), and in particular, relating to their Sub-Account(s), and shall not give, divulge, reveal or otherwise disclose such information or document to any other person.
19. These Terms and Conditions shall be deemed to have been amended, altered and/or modified if rights and duties of the parties hereto are altered by virtue of change in law, rules, regulations etc. of SECP and/or articles, rules, regulations of the Securities Exchanges and/or the Act, CDC Regulations, CDC’s Operating Manual/Operating Procedures and/or any circular, directive or direction issued therein, such changes shall be deemed to have been incorporated and modified the rights and duties of the parties hereto.
20. The Bank Participant shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.