



**Central Depository Company  
of Pakistan Limited**

Head Office: CDC House, 99-B,  
Block 'B', S.M.C.H.S.,  
Main Shahr-e-Faisal,  
Karachi-74400

Ref. No. CDC/LC&R/008/08-2016

August 26, 2016

**CIRCULAR NO. 09 OF 2016**

**Sub: Sub-Account Opening Form for individual clients of Bank Participants**

To,  
Participants (Banks),

Dear Sirs,

In order to enhance the outreach of CDC's facilities to reach out to investors at a wider locations across the country, CDC is collaborating with banks for the provision of Depository Services through their branch network. This initiative will be beneficial for both banks as well as the general investors. In order to facilitate banks and to streamline the account opening procedures for availing the Depository Services, CDC has prescribed a new Sub-Account Opening Form ("SAOF") (as attached) with the prior approval of the Securities and Exchange Commission of Pakistan to be used exclusively by Bank-Participants.

The new form is a shorter version of the existing SAOF generally used by Broker-Participants. As clients of banks maintain cash account where large part of the information required under the SAOF is already obtained by banks in their account opening form, therefore, to facilitate both the Bank-Participants and their individual clients, the new SAOF does not require information that are already covered in the bank account opening form.

The new SAOF shall become effective from September 01, 2016 (the "Effective Date") and shall be applicable for new Sub-Accounts opened by Bank-Participants from such date. Please note that introduction of new SAOF shall not affect the validity of forms used by Bank-Participants in respect of Sub-Accounts opened by them in the CDS prior to the Effective Date.

For opening of a new Sub-Account from the Effective Date for individual client, Bank-Participants shall obtain the information required under the new SAOF (as attached). The rest of the information shall be used from the bank account opening form of the relevant individual client. Further, Bank-Participants shall maintain proper record of both the forms for inspection purposes under the CDC Regulations.

Regards,

  
Badiuddin Akber  
Chief Compliance & Risk Officer

**Copy for information to:**

- **The Executive Director/HoD-PRDD(SMD)**  
Securities & Exchange Commission of Pakistan
- **The Director, BPRD**  
State Bank of Pakistan
- **The Director (HoD-SSED-SMD)**  
Securities & Exchange Commission of Pakistan

[Bank Participant Name]

[Bank Participant Address]

**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)

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:	<input type="checkbox"/> Single
	<input type="checkbox"/> Joint

I/We hereby apply for opening of my/our Sub-Account under the Account Family of [insert name of the Bank Participant] (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:

OTHER INFORMATION																	
1. Dividend Mandate [Please tick (✓) the appropriate box]				<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	If yes, please provide following details:									
(a) Account Title:						(b) Account No:											
(c) Name of Bank:						(d) Branch:											
(e) Address:																	
(a) Name of Nominee:																	
(b) Father's/Husband's Name:																	
(c) Relationship with Main Applicant: [Please tick (✓) appropriate box]																	
				<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother								
				<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son*								
				<input type="checkbox"/>	Daughter*	* Including step or adopted child											
(d) Address:																	
(e) CNIC No: (in case of a resident Pakistani)																	
(f) Expiry date of CNIC:																	
(g) NICOP No: (in case of a non-resident Pakistani)																	
(h) Expiry date of NICOP:																	
(i) Passport details: (In case of a foreigner or a Pakistani origin)												Passport Number:					
												Place of Issue:					
												Date of Issue:					
												Date of Expiry:					
(j) Contact No:						(k) Fax: (optional)											
(l) E-mail: (optional)																	
<b>Sub-Account Operating Instructions</b>																	
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]																	
<input type="checkbox"/>				Either (Singly) or Survivor				<input type="checkbox"/>				Attorney					
<input type="checkbox"/>				Jointly [any] _____				<input type="checkbox"/>				Any other					

If you are maintaining any Special Convertible Rupee Account ("SCRA"), please provide details in (a) to (c):	(a) SCRA Account No:	(b) Bank Name:
	(c) Branch Details:	

**CDC SMS/ IVR/ WEB SERVICES ("CDC access")**

CDC provides **FREE OF COST** services under CDC access whereby sub-account holders can have real time access to their account related information.

1(a). SMS or eAlert/eStatement is a mandatory service, where alerts are sent whenever certain activities take place in a sub-account. eStatement is a service where your account balance statement will be electronically transmitted to your email address. Please subscribe to either SMS or eAlert/eStatement service as a mandatory requirement. You can also subscribe to both the services.

Short Messaging Service (SMS)	Mobile No.(†)	† of Contact Person as provided in bank account opening form
eAlert / eStatement Service	Email Address (†)	

1(b). If you have subscribed for eStatement, please specify the frequency of eStatement: [Please tick (✓) the appropriate box]

Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>
---------	--------------------------	-----------	--------------------------

2. Do you wish to subscribe to free of cost IVR Service? [Please tick (✓) the appropriate box]

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

3. Do you wish to subscribe to free of cost Web Service? [Please tick (✓) the appropriate box]

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

4. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:

(a) Date of Birth (DD / MM / YYYY)									
(b) Mother's Maiden Name:					(c) Email Address (of Contact Person as provided in bank account opening form):				

**AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES INCLUDING PLEDGE AND RECOVERY OF CHARGES AND LOSSES**

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:

- a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- b. For pledge securities transactions with any Stock Exchange or a Clearing Company relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time;
- c. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
- d. 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;
- e. 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;
- f. Securities transactions pertaining to any lending or borrowing of Securities made by me/us from time to time in accordance with the CDC Regulations;
- g. 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
- h. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

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.

**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.

**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. 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 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 and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses, provided that the Bank Participant shall report the disposal of such Securities to the relevant Stock Exchange as an off-market transaction where the Securities are transferred from the Sub-Account to the House Account of the Bank Participant.
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 Stock 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.

**DECLARATION & UNDERTAKING**

I/We, the undersigned, hereby declare 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 and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account;
- f) I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is true and correct to the best of my/our knowledge as on the date of making this application;
- g) 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; and
- h) I/We hereby now apply for opening, maintaining, operation of Sub-Account forming part of the Account Family of CDS Participant Account of Bank Participant.


**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.edcaccess.com.pk](http://www.edcaccess.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:
<b>For and on behalf of</b> <i>(In case if signed by the Attorney on behalf of the Applicant(s))</i>		
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:	
<b>Bank Participant's Seal &amp; Signature:</b>		
<b>Witnesses:</b>		
<b>1. Name:</b>		
Signature:	CNIC No:	
<b>2. Name:</b>		
Signature:	CNIC No:	



<b>FOR THE USE OF Bank PARTICIPANT ONLY</b>			
Particulars of Sub-Account Opening Form verified by :			
Application: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected		Stamp:	
Signature: (Authorized signatory)		Date:	
Sub-Account no. issued:			
Account opened by:			
Saved by:		Posted by:	
Signature:	Date:	Signature:	Date:
Remarks: (if any)			

-----  
 ----

<b>ACKNOWLEDGEMENT RECEIPT</b>	
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.

