Floret Capitals (Private) Limited

PSX TREC Holder- 535 | PMEX TREC Holder- 183

Terms & Conditions of Securities Brokerage Services

For clients trading in securities on the Pakistan Stock Exchange

TRE Certificate Holder No. 535 — Pakistan Stock Exchange Limited (PSX)
Securities Broker licensed by the SECP

Important: Please read these Terms carefully before signing the account opening form. By signing the account opening form and/or by placing any order or otherwise operating the account, you (the "Client") confirm that you have read, understood and agreed to these Terms, the Risk Disclosure Document and all related documentation. These Terms operate in addition to, and are subject to, the Securities Act, 2015 and the rules, regulations, directives and procedures of SECP, PSX, the Central Depository Company of Pakistan Limited (CDC) and the National Clearing Company of Pakistan Limited (NCCPL), as amended from time to time. Where any provision of these Terms is inconsistent with those laws and rules, the latter prevail.

Document	Terms and Conditions ("Terms") governing the brokerage relationship between Floret Capitals (Private) Limited and its client(s).
To be read with	The Standardised Account Opening Form (SAOF), Know Your Customer (KYC) Form, CDC Sub-Account Opening Form, the Risk Disclosure Document prescribed under Reg. 13, and any leveraged-product agreement (MTS / MF / SLB), all of which form part of the client documentation.
Version / effective date	Version 1.1 — effective July 01, 2026.
Delivered	By e-mail together with the account opening form; retain a copy for your records.

1. Definitions and Interpretation

1.1 In these Terms, unless the context requires otherwise:

- **"Floret", "the Company", "the Broker", "we" or "us"** means Floret Capitals (Private) Limited, TRE Certificate Holder No. 535 of PSX;
- **"Client", "Account Holder" or "you"** means the person(s) in whose name the account is opened, including joint holders and their authorised representatives, successors and legal heirs;
- **"Securities"** has the meaning given in the Securities Act, 2015 and includes shares, debt securities, units and derivative/leveraged products traded on PSX;
- **"Regulations"** means the Securities Act, 2015; the Securities Brokers (Licensing and Operations) Regulations, 2016; the PSX Rule Book; the CDC and NCCPL regulations and procedures; the SECP AML/CFT/CPF Regulations, 2020; the Income Tax Ordinance, 2001; and all other applicable laws, rules, directives, circulars and guidelines, each as amended from time to time;

- **"Account"** means the trading and/or custody account(s) opened and maintained for the Client, including the CDC sub-account;
- **"Settlement Date"** means the date on which a trade is due to be settled under the PSX/NCCPL clearing and settlement schedule.

1.2 Headings are for convenience only. The singular includes the plural and vice versa. References to any law or rule include amendments and re-enactments.

2. Regulatory Framework and Scope

2.1 Floret is a securities broker and TRE Certificate Holder (No. 535) of PSX, licensed by SECP under the Securities Brokers (Licensing and Operations) Regulations, 2016. All services are provided subject to the Regulations.

2.2 These Terms govern the opening and operation of the Account, the placing and execution of orders, clearing, settlement, custody, and all related services. The Client agrees to be bound by the Regulations and by the terms of the SAOF, KYC Form, CDC Sub-Account Opening Form and any leveraged-product agreement.

2.3 No conflict with mandatory rules. Nothing in these Terms limits any right the Client has, or any obligation Floret owes, under the Regulations. Any provision that is contrary to a mandatory provision of the Regulations shall, to that extent, be read down or severed, and the balance of these Terms shall remain in force.

3. Account Opening, KYC / CDD and Client Information

3.1 The Account is opened on the basis of a duly completed SAOF and KYC Form and the documents and information the Client provides. Floret is required to perform customer due diligence and to obtain a Unique Identification Number (UIN) for the Client through NCCPL and to open a CDC sub-account.

3.2 The Client warrants that all information and documents provided are true, complete and up to date, and undertakes to notify Floret in writing without delay of any change (including in identity documents, address, contact details, bank account, beneficial ownership, tax status or authorised persons).

3.3 Floret may decline to open an Account, may refuse to act, or may suspend or freeze the Account, where required information or documents are not provided, cannot be verified, or where Floret is required to do so under the Regulations.

3.4 Communication and statement of account. The Client consents to receiving contract notes, account statements, notices and other communications by e-mail at the address provided (and/or by SMS/e-alert), and undertakes to keep that address current and to check it regularly.

4. Anti-Money Laundering, CFT, CPF and Sanctions

4.1 Floret is a reporting entity under the Anti-Money Laundering Act, 2010 and the SECP AML/CFT/CPF Regulations, 2020. The Client shall cooperate with all customer due diligence, enhanced due diligence, beneficial-ownership, source-of-funds and source-of-wealth enquiries, and shall provide such information and documents as Floret may require from time to time.

4.2 The Client confirms that the Account will not be used for money laundering, terrorist financing, proliferation financing, or any unlawful purpose, and that the funds and securities used are from legitimate sources and beneficially owned by the Client (unless disclosed otherwise).

4.3 Floret screens clients and transactions against applicable sanctions and proscribed-persons lists (including UNSC 1267/1373 and NACTA lists). Floret may refuse, delay, freeze or report any account, instruction or transaction where required to do so under the Regulations, and may report suspicious transactions to the Financial Monitoring Unit (FMU).

4.4 No liability / no tipping-off. Floret shall not be liable to the Client for any consequence of complying with these obligations. The Client acknowledges that Floret and its personnel are prohibited by law from disclosing that a suspicious transaction report has been or may be filed.

5. Nature of Service, No Advice and Suitability

5.1 Execution-only. Unless a separate advisory or discretionary mandate is agreed in writing, Floret provides services on an execution-only basis and does not provide investment, legal, tax or financial advice. The Client makes his/her own investment decisions and is solely responsible for them.

5.2 Any market information, research, or general commentary provided is for information only, does not constitute a recommendation or a guarantee, and must not be relied upon as advice. Past performance is not a guide to future performance.

5.3 The Client confirms that he/she has the knowledge and experience to understand the nature and risks of the products traded, has read the Risk Disclosure Document, and — where trading derivative or leveraged products — accepts the additional risks disclosed therein.

6. Orders and Instructions

6.1 During the term of the relationship the Client may place orders to buy or sell securities orally, in writing or electronically, personally or through a duly authorised representative. In the case of a company, institution or firm, orders may be placed by its authorised directors, officers or partners. Any authorised representative must be notified to Floret by a written Letter of Authority, which remains valid until revoked in writing and the revocation is acknowledged by Floret.

6.2 The Client authorises Floret to act on instructions reasonably believed to be genuine and from the Client or an authorised representative. Floret may, for security and record purposes, record telephone and electronic communications, and such records may be used as evidence of the instructions given.

6.3 Right to refuse. Floret may, in its reasonable discretion and consistent with the Regulations, decline to accept or execute any order, or require it in writing, including where funds or margin are insufficient, where the order may breach the Regulations or exposure/position limits, or where verification is pending. Floret is not obliged to execute an order it has declined.

6.4 Where Floret executes a transaction on the instruction of the Client or an authorised representative and the Client fails to deliver the securities or funds due, the Client shall compensate Floret for all resulting losses, costs and charges (see Sections 8 and 9).

7. Trading Limits, Margins and Leverage

7.1 Floret may set trading and exposure limits for the Client based on the Client's creditworthiness, deposits and applicable rules, beyond which orders may not be accepted. Floret may vary these limits at any time consistent with the Regulations.

7.2 The Client shall provide and maintain such cash and/or eligible securities as margin as Floret and the Regulations require, before and during any leveraged or margin exposure. Haircuts, concentration limits and eligibility of securities apply as per PSX/NCCPL policy.

7.3 Mark-to-market and margin calls. Positions are marked to market, and mark-to-market losses and additional margin are payable as required (including intraday). Floret may call for additional margin at short notice; if the Client fails to meet a margin call within the time specified, the Client's positions may be liquidated/squared-up.

7.4 Leveraged products — Margin Trading System (MTS), Margin Financing (MF), and Securities Lending and Borrowing (SLB) — are governed by their own agreements and by the Securities (Leverage Markets and Pledging) Rules, 2011 and the applicable PSX/NCCPL rules, which the Client must read and sign separately before trading.

7.5 The indicative margin, haircut, concentration and mark-to-market parameters applied by Floret are set out in Schedule B and may be revised in line with PSX/NCCPL requirements and Floret's risk policy, with notice to the Client where practicable.

8. Settlement, Payment and Delivery

8.1 Trades are cleared and settled through NCCPL on the Settlement Date under the applicable clearing schedule (e.g. the T+ cycle in force). On a purchase, securities are delivered to the Client's CDC sub-account on the scheduled date against payment; on a sale, the Client must deliver the securities to Floret in accordance with the rules.

8.2 Payment obligations. The Client must ensure cleared funds are available to meet purchase obligations by the Settlement Date. For spot / same-day-settlement or day-trade transactions, payment is due on the day of the transaction. Floret does not extend credit for purchases except under a duly documented leveraged-product arrangement.

8.3 Physical share certificates are not accepted for delivery unless duly verified by the relevant company or dematerialised into the CDC system. Floret is not responsible for loss or delay caused by the Client's late delivery of certificates or by circumstances beyond Floret's reasonable control.

8.4 Sale proceeds are paid to the Client in accordance with the clearing schedule, net of amounts due to Floret. Corporate actions, dividends and entitlements are handled in accordance with CDC/NCCPL procedures.

9. Client Default and Floret's Remedies

9.1 An event of default includes: failure to pay or deliver by the due time; failure to meet a margin call; breach of these Terms or the Regulations; insolvency, incapacity or death; or provision of false information.

9.2 Remedies. On a default, Floret may, consistent with the Regulations and after giving such notice as the rules require (or, where the rules permit action without prior notice due to risk, promptly thereafter): (a) sell out, buy in, close out, or square up any or all of the Client's positions; (b) exercise a lien over, and set off against, any cash and securities of the Client held by or through Floret; (c) apply the proceeds to the amounts due; and (d) recover any shortfall, together with costs, charges and applicable mark-up, from the Client.

9.3 The Client shall bear all losses, in any form, resulting from positions being squared up or closed out on default. Floret shall act in good faith and in a commercially reasonable manner when exercising these remedies.

9.4 These remedies are in addition to any other rights available to Floret under the Regulations or at law.

10. Custody and Protection of Client Assets

10.1 The Client's securities are held in the Client's CDC sub-account. Client funds are handled in accordance with the client-asset segregation requirements of the Regulations: client assets are kept segregated from Floret's own assets, are not commingled, and are not used for Floret's own account or for any other client, except as permitted by the Regulations and with the required authority.

10.2 The Client is encouraged to use the UIN Information System (UIS) of NCCPL and to keep a correct mobile number and e-mail on record to receive SMS/e-alerts from CDC and NCCPL on trades and movements of securities, and to reconcile them independently.

10.3 Investor protection. In the event of Floret's default, insolvency or bankruptcy, the Client may recover money and/or securities to the extent provided under the applicable PSX Regulations, the Centralized Customers Protection Compensation Fund (CCPF) framework and the laws in force from time to time.

11. Fees, Commission, Taxes and Charges

11.1 The Client shall pay brokerage/commission at the rates set out in Schedule A (the tariff), together with all applicable CDC and NCCPL charges, custody charges, transaction fees, account-maintenance charges, and any other charges notified from time to time.

11.2 Taxes. All applicable taxes and levies are for the Client's account, including Capital Gains Tax under section 37A of the Income Tax Ordinance, 2001 (computed and collected through NCCPL), withholding tax, Federal Excise Duty / sales tax on services, and any other government tax or levy. Floret will collect/deduct these as required by law.

11.3 Floret may debit the Account for all amounts due under these Terms. Floret may revise the tariff and charges in accordance with the Regulations (including any mandatory tariff requirements) and will notify the Client of material changes.

12. Contract Notes, Confirmations and Account Statements

12.1 Floret will issue a contract note (in electronic or hard-copy form) by the next working day following the trade, containing the required particulars of execution, commission and charges. Floret will provide account statements at the frequency required by the Regulations (including quarterly statements) and further statements on the Client's reasonable request.

12.2 Review of records. The Client should review each contract note and statement promptly and reconcile them against the SMS/e-alerts from CDC/NCCPL and the NCCPL UIS. The Client should notify Floret of any error, omission or unauthorised entry as soon as possible, and in any event within the period specified under the PSX Regulations, so that it can be investigated and resolved. Raising a query does not by itself suspend a validly incurred settlement obligation.

12.3 Nothing in this Section limits the Client's right to pursue a complaint or dispute through the mechanisms in Section 19.

13. Electronic and Online Trading

13.1 Where the Client is provided an online/electronic trading or reporting facility, access credentials (user ID, password, PIN, OTP) are personal and confidential. Floret issues and, where needed, resets credentials only through a secure channel; credentials are never printed on documents sent by e-mail. The Client must keep them secret, change them regularly, and not disclose or share them.

13.2 Client responsibility. The Client is responsible for all instructions and transactions made using the Client's credentials and for any consequences of their disclosure or unauthorised use by any third person, and must notify Floret immediately of any actual or suspected compromise so that access can be suspended.

13.3 Online trading carries the risks disclosed in the Risk Disclosure Document, including delays, interruptions, outages, and security incidents. Floret is not liable for losses arising from internet or telecommunication failures, hacking, or events outside its reasonable control that are not caused by Floret's own negligence, wilful default or fraud (see Section 16).

13.4 Floret may suspend, restrict or withdraw the online facility for maintenance, security, risk or regulatory reasons, with notice where practicable.

14. Communications and Notices

14.1 Notices and communications may be given by e-mail, SMS, post or hand to the address/number last notified by the Client, and are deemed received in the ordinary course. Floret may communicate through the trading platform or its website.

14.2 The Client consents to electronic delivery of contract notes, statements, notices and these Terms, and to the recording of telephone and electronic communications for verification, quality and compliance purposes.

15. Confidentiality and Data Sharing

15.1 Floret keeps the Client's information confidential in accordance with its confidentiality obligations and the Regulations, and uses it to operate the Account and provide services.

15.2 Consent to share. The Client consents to Floret sharing information as required or permitted by law with SECP, PSX, CDC, NCCPL, the FMU, tax authorities, auditors, and service providers engaged by Floret, and as necessary to give effect to instructions and comply with the Regulations.

16. Liability, Indemnity and Force Majeure

16.1 Market and third-party risk. Floret is not liable for losses arising from market movements, price fluctuations, the Client's own decisions, acts or omissions of third parties (including PSX, CDC, NCCPL, banks and issuers), system or infrastructure failures, or other circumstances beyond Floret's reasonable control.

16.2 What is not excluded. Nothing in these Terms excludes or limits Floret's liability for its own negligence, wilful default or fraud, or any liability that cannot be excluded or limited under the Regulations or applicable law. Such liability remains fully in force.

16.3 Force majeure. Floret is not in breach for any delay or failure caused by events beyond its reasonable control, including natural disasters, war, civil unrest, pandemic, strikes, regulatory action, exchange or clearing-house suspension, power, network or communication failures.

16.4 Indemnity. The Client shall indemnify Floret against losses, costs, claims and expenses reasonably incurred as a result of the Client's breach of these Terms or the Regulations, the provision of false or incomplete information, or the Client's default. This indemnity does not extend to losses caused by Floret's own negligence, wilful default or fraud.

17. Joint Accounts, Nominees, Death and Incapacity

17.1 For a joint account, the holders' authority (jointly or severally) is as specified in the SAOF. Floret may act on the instructions given in accordance with that authority.

17.2 On the death or legal incapacity of the Client (or a joint holder), Floret will deal with the Account and assets in accordance with the Regulations, CDC procedures, any valid nomination, and the instructions of the lawful successors/legal representatives on production of the required documents.

18. Dormant Accounts, Suspension, Freezing and Closure

18.1 Accounts with no activity for the period specified under the Regulations may be classified as dormant/inactive and re-activated on the Client's verified request in accordance with the applicable procedure.

18.2 Floret may freeze, suspend or restrict the Account for compliance, risk, legal or regulatory reasons, or on the direction of a competent authority.

18.3 Either party may close the Account by notice, subject to settlement of all outstanding obligations and compliance with the Regulations and CDC/NCCPL procedures. Closure does not affect accrued rights and obligations.

19. Complaints, Grievance Redressal and Dispute Resolution

19.1 A Client with a complaint should first raise it with Floret's designated complaints/compliance contact. Floret will acknowledge and endeavour to resolve it within the timelines under the Regulations.

19.2 If unresolved, the Client may escalate the complaint to PSX and/or SECP through the prescribed channels (including the SECP Service Desk and the PSX Customers' Complaints/grievance mechanism), and may use investor-education resources such as Jama Punji (www.jamapunji.pk).

19.3 Arbitration. Disputes arising out of trades and the brokerage relationship shall be referred to arbitration in accordance with the PSX Rule Book and the applicable dispute-resolution regulations, without prejudice to the parties' rights under law.

20. General

20.1 Amendments. Floret may amend these Terms to reflect changes in the Regulations or its business, by notice to the Client (including by e-mail or website posting). Continued operation of the Account after the effective date constitutes acceptance.

20.2 Assignment. The Client may not assign the Account or its rights without Floret's prior written consent. Floret may assign or transfer its rights and obligations as permitted by the Regulations.

20.3 Waiver and severability. No failure to exercise a right is a waiver of it. If any provision is held invalid or unenforceable, the remaining provisions continue in full force.

20.4 Entire agreement. These Terms, together with the SAOF, KYC Form, CDC Sub-Account Opening Form, the Risk Disclosure Document, the Schedules and any leveraged-product agreement, constitute the entire agreement between the parties for the brokerage relationship.

21. Governing Law and Jurisdiction

21.1 These Terms are governed by the laws of Pakistan and are subject to the exclusive jurisdiction of the courts of Pakistan and to the dispute-resolution and arbitration mechanisms of PSX and SECP, as applicable.

22. Client Acknowledgement and Consent

I/we, the Client, confirm that I/we have read and understood these Terms and Conditions and the Risk Disclosure Document; that I/we agree to be bound by them and by the Regulations; that the information provided by me/us is true and complete; and that I/we consent to electronic delivery of documents and to the recording of communications as set out above.

Schedule A Tariff / Fees and Charges

> **Note:** Complete the rates below. These are Floret's commercial terms and must comply with any mandatory tariff and disclosure requirements of PSX/SECP. All rates are exclusive of applicable taxes.

Item	Basis	Rate / Amount
Brokerage / commission — ready market (equity)	Share Value up to Rs. 4.99 Share Value of Rs. 5.00 and above	3 paisa 5 paisa or 0.15% of share value (whichever is higher)
Brokerage / commission — futures / derivatives	As mentioned	3 paisa or 0.15% of share value (whichever is higher — single side only)
Weekly rollover commission — futures	Share Value up to Rs. 4.99 Share Value of Rs. 5.00 and above	3 paisa or 0.15% of share value (whichever is higher) 3 paisa or 0.15% of share value (whichever is higher)
Account maintenance charge	Per annum	Rs. 1,000 (or as revised)
Custody charges	As per CDC/NCCPL rules	As applicable
CDC / NCCPL transaction & settlement charges	As per CDC/NCCPL rules	As applicable
Capital Gains Tax (s.37A)	Computed & collected via NCCPL	As per law
Withholding tax / FED / sales tax on services	As per law	As applicable
Other government taxes / levies	As per law	As applicable

Schedule B Margin, Leverage and Risk Parameters

> **Note:** These parameters reflect Floret's risk policy and must remain consistent with PSX/NCCPL requirements in force; they may be revised with notice where practicable.

- Margin utilisation is permitted up to the limit set by Floret; positions may be squared up if margin falls below the required threshold (indicatively, squaring where margin reduces below 30% — to be confirmed per Floret's current risk policy).
- Haircuts are applied to securities as per PSX/NCCPL policy.
- Concentration limits apply to eligible securities.
- Additional cash margin (indicatively 15%) may be required for futures trading as per PSX/NCCPL rules.
- Mark-to-market losses are collected from the Client on a daily basis (and intraday where required).
- Floret may freeze the Account on any non-compliance.
- Leveraged products (MTS/MF/SLB) require separate signed agreements and are subject to the Securities (Leverage Markets and Pledging) Rules, 2011.

Related Document Risk Disclosure Document (Reg. 13)

The Risk Disclosure Document prescribed under Regulation 13 of the Securities Brokers (Licensing and Operations) Regulations, 2016 is provided to the Client together with these Terms and the account opening form, and forms part of the Client documentation. These Terms do not replace that prescribed disclosure.