

TRUST DEED

OF

HBL ISLAMIC MONEY MARKET FUND

THIS TRUST DEED is made and entered into at Karachi, on this 23 day of November 2010.

1 NAME OF THE OPEN-END SCHEME

HBL Islamic Money Market Fund

2 CATEGORY OF THE SCHEME

HBL Islamic Money Market Fund shall be an open end Shariah Compliant (Islamic) Money Market Scheme.

3 PARTICIPATING PARTIES & CONSTITUTION OF THE TRUST

HBL Asset Management Limited, a public limited company incorporated under the Companies Ordinance, 1984, having its registered office at 8B, 8th Floor, Executive Tower, Dolmen City, Block-4, Clifton, Karachi (hereinafter called the “**Management Company**” which expression where the context so permits shall include its successors in interest and assigns) of the one part

AND

Central Depository Company of Pakistan Limited, a public limited company incorporated in Pakistan under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block B, SMCHS, Main Shakra-e-Faisal, Karachi and registered to act as a central depository under the Central Depository Companies (Establishment & Regulation) Rules, 1996 (hereinafter called the “**Trustee**” which expression where the context so permits shall include its successors in interest and assigns) of the other part.

WHEREAS:

- A. The Management Company has been incorporated and licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as the “SECP” or “Commission”) as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the “Rules”) for the purpose of undertaking asset management services (License No. NBFC-II/15/HBL/AMS/09/2010 dated April 22, 2010) attached hereto as **Annexure “A”**).
- B. The Management Company has been authorized by the Commission vide its letter No. NBFC-II/JE/HBL/IMMF/786/2010 dated October 14, 2010, attached herewith as **Annexure “B”** to constitute a Trust under the name and title of “**HBL Islamic Money Market Fund**” (hereinafter referred to as the “Scheme”, or the “Trust” or the “Unit Trust” or the “Fund” or “HBL-IMMF”) and to register this Trust Deed, pending registration for the establishment, operation and registration as notified entity of the Fund in accordance with the provisions of the Rules, Regulations and this Trust Deed;
- C. The Management Company has nominated and appointed CDC as trustee of the Fund and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship attached herewith as **Annexure “C”**;
- D. The Commission has also approved the appointment of the Trustee; vide letter No. NBFC-II/JE/HBL/IMMF/787/2010 dated October 14, 2010, attached herewith as **Annexure “D”**.
- E. HBL Islamic Money Market Fund shall be an open end Shariah Compliant (Islamic) Money Market Scheme

- F. All conducts and acts of the Fund shall be Shariah Compliant as per the guidelines of the Shariah Advisor of the Fund.
- G. HBL Islamic Money Market Scheme shall be managed as per NBFC Rules and Regulations in letter and spirit.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

4 GOVERNING LAW

This Deed shall be subject to and be governed by the Laws of Pakistan, including the Ordinance, the Rules, the Regulations and all other applicable laws and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a Trust Deed of a unit trust by the Regulations are incorporated in this Deed as part and parcel thereof and in the event of any conflict between this Deed and the provisions required to be contained in a Trust Deed by the Regulations, the latter shall supersede and prevail over the provisions contained in this Deed. However if Rules/Regulations are amended or any directives are issued or any relaxation and exemptions are allowed there under, such amendments/directives/relaxations shall be deemed to have been included in the Trust Deed without requiring any amendments/modification as such. Furthermore, all investments of the Fund Property shall be in accordance with the Islamic Shariah as per the guidelines provided by the Shariah Advisor. The Fund shall also be subject to the rules and regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan.

The Investments made in offshore countries and the Bank Accounts and custodial services accounts that may be opened by the Trustee for the Fund in any offshore countries on the instructions of the Management Company shall also be subject to the laws of such countries.

Subject to the Arbitration Clause 38 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holders irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

5 DECLARATION OF TRUST

It is hereby declared unequivocally, that a Unit Trust, in the name and title of HBL Islamic Money Market Fund is hereby created and the Management Company is hereby appointed to establish, manage, operate and administer that said Unit Trust and the Trustee is hereby nominated, constituted and appointed as the Trustee of the Unit Trust. The Management Company and the Trustee hereby agree to such appointment and further declare that:

- a) this Deed and any supplemental hereto is binding on each Unit Holder as if he had been a party to it and so to be bound by its provisions and authorizes and requires the Trustee and the Management Company to do as required of them by the terms of this Deed, the Rules and the Regulations;
- b) the property of the Scheme is held by the Trustee on trust for the Unit Holders *pari passu* according to the number of Units held by each Unit Holder;
- c) a Unit Holder shall not be liable to make any further payments after he had paid the Offer Price of his Unit(s) and that no further liability can be imposed on him in respect of Unit(s) which he holds;
- d) the Trustee shall issue a report to the Unit Holders, to be included in the annual report and second quarter report of the Scheme, in accordance with the Regulations;

The Trust shall be managed and operated strictly in terms of the provisions contained and stipulated in this Deed, the Offering Document, the Rules and Regulations (as amended or replaced from time to time) and the conditions, if any, which may be imposed by the Commission from time to time.

6 DEFINITIONS

Unless the context requires otherwise the following words or expressions used in this Deed, shall have the following meanings respectively assigned to them viz.:

- 6.1** "Accounting Date" means 30th June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Management Company may, with the consent of the Trustee and after approval to the Commission and the Commissioner of Income Tax, change such date to any other date.

- 6.2** “Accounting Period” means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Fund Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding Accounting Period.
- 6.3** “Administrative Arrangement” means any investment plan(s) offered by the Management Company where such plans allow Unit Holders a focused investment strategy in any one or a combination of Collective Investment Schemes managed by the Management Company and for which CDC is appointed as the Trustee
- 6.4** “Annual Accounting Period” or “Financial Year” means the period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 6.5** “Auditors” means a firm of chartered accountants that is appointed by the Management Company from the approved list of Auditors circulated by the Commission, with the consent of Trustee, as the Auditor for the Fund, who shall be independent of the auditor of the Management Company and the auditor of the Trustee, as provided under the Regulations.
- 6.6** “Authorized Branch or Branches” means those branches of the Distributors authorized by the Management Company to perform Distribution Functions. It also includes offices of the Management Company.
- 6.7** “Authorized Investments” means the following securities/avenue of investments:
1. Bank deposits with Islamic banks and Islamic banking windows of conventional banks.
 2. Shariah compliant money market instruments such as Certificate of Islamic Investments (COII), with Commercial banks and DFIs.
 3. Shariah compliant money market instruments such as Certificate of Islamic Investments (COII), Certificate of Musharaka (COM) with NBFCs and Modaraba companies
 4. Any other Shariah compliant money market structure, instrument or security including but not limited to Certificate of Deposit (CoD), Certificate of Musharaka (CoM), Musharaka, Modaraba, Ijarah, Murabaha (including commodity Murabaha), Salam, Istisna, etc provided by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous Bodies, public sector entities, private sector entities, licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks as per the guidelines of the Fund’s Shariah Advisor.
 5. Subject to SECP or other regulatory approvals the Scheme may seek to invest in Shariah Compliant securities issued by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies, public sector entities and private sector entities listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be issued by SECP and the State Bank of Pakistan from time to time. Foreign investment by the Fund is subject to the following limits:
 - (a) Maximum 30% of the Net Assets of the Fund.
 - (b) The above percentage is subject to a cap of US\$ 15 million
 6. Any other securities or instruments that may be permitted by the Commission and the Shariah Advisors;
- 6.8** “Autonomous Bodies” means an independent body set up by the government, ministries and/or government departments under an ordinance or act.
- 6.9** “Back-end Load” means the processing charge not exceeding 5% of the Net Asset Value, deducted by the Management Company from the Net Asset Value in determining the Redemption Price. The Back end load shall form part of the Fund Property.
- 6.10** “Bank” means Islamic Banks and Islamic Banking windows of conventional Banks, as defined under the Banking Companies Ordinance 1962 and licensed to carry on banking business and shall include a bank incorporated outside Pakistan and carrying on banking business in Pakistan as a Scheduled Bank.

- 6.11** "Bank Accounts" means those account(s) opened and maintained for the Fund by the Trustee at the instruction of the Management Company at Banks having rating AA and above, the beneficial ownerships in which shall vest in the Unit Holders.
- 6.12** "Broker" means any person licensed by the Commission and engaged in the business of effecting transactions in securities for the account of others.
- 6.13** "Business Day" means any day of the week but does not include any day which is a gazetted Government of Pakistan holiday or on which day State Bank of Pakistan is closed for business in Pakistan.
- 6.14** "Business Hours" means the day time for dealing in Units which will be specified in Offering Document of the Fund.
- 6.15** "Certificate" means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder(s) issued at the request of the Unit Holder(s) pursuant to the provisions of this Trust Deed.
- 6.16** "Charity" means amount paid by Trustee upon instruction of Management Company out of the Haram income of the Trust to charitable/welfare organizations which is neither related to nor a Connected Person of the Shariah Advisor, Management Company, board of the Management Company or any of their employees, in consultation with Shariah Advisor, representing income, which is Haram. The list of charitable/welfare organizations to whom charity amount in excess of threshold level is paid shall be disclosed in the annual report. Threshold level for charity amount shall be specified in the Offering Document.
- 6.17** "Commission" or "SECP" means Securities and Exchange Commission of Pakistan.
- 6.18** "Connected Person" shall have the same meaning as assigned in the Rules.
- 6.19** "Constitutive Document(s)" means this Trust Deed, Offering Document and other principal documents governing the formation of the Scheme, including all related material agreements.
- 6.20** "Core Investors" means such initial investor(s) of the Fund whose subscription shall in aggregate be in compliance of the requirements of the Regulations. The Core Investors shall be issued with Core Units representing their subscriptions. Particulars of the Core Investors shall be included in the Offering Document that shall be issued for this Fund.
- 6.21** "Core Units" means such Units of the Fund that are issued to Core Investors at the Par Value with the condition that upto Rupees Fifty Million worth of these Units are not redeemable for a period of two years from the date of close of the Initial Offer. Such Units are transferable with this condition, but otherwise shall rank pari passu with all other Units, save for this restriction. Any transfer of the Core Units, during the first two years of their issue, shall be affected only on the receipt by the Registrar of a written acceptance of this condition by the transferee.
- 6.22** "Custodian" means a banking company as defined in the Banking Companies Ordinance, 1962 (LVII of 1962), or a trust company which is a subsidiary of such bank or a central depository company approved by the Commission or an NBFC carrying out investment finance services provided it has been approved by the Commission to act as a custodian or such other company as may be approved by Commission to act as custodian.
- 6.23** "Cut-off Time" means the latest time of acceptance of and receiving applications for issuance, redemption, conversion, transfer, Pledge etc. of Units.
- 6.24** "Dealing Day/Subscription Day" means every Business Day, provided that the Management Company may, with the prior written consent of the Trustee, and upon giving not less than 7 (seven) days notice in the news papers either English or Urdu circulating in Pakistan, declare any particular Business Day not to be a Dealing Day;
- 6.25** "Deed" or "Trust Deed" means this Trust Deed and any supplemental hereto, which is the principal document governing the formation, management or/ and operation of the Fund.
- 6.26** "Distribution Account" means the Bank Account(s) (which may be a current or Shariah Compliant savings account) maintained by the Trustee with a Scheduled Islamic Bank or a licensed Islamic branch of a Scheduled Commercial Bank, or a current account with a Scheduled Commercial Bank having a minimum investment grade rating as per the criteria laid down by the credit rating agency approved by

the SECP, as directed by the Management Company in which the amount required for distribution of income to the Unit Holders shall be transferred. Income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Fund Property for the benefit of the Unit Holders.

- 6.27** “Distributor(s)” means an individual, Company (ies), Firm(s), or Bank(s) appointed by the Management Company at its own expense under intimation to the Trustee for performing any or all of the Distribution Functions and shall include the Management Company itself, if it performs the Distribution Functions.
- 6.28** “Distribution Functions” means the functions with regard to:
- (a) Receiving applications for issue of Units together with aggregate Offer Price for Units applied for by the applicants;
 - (b) Interfacing with and providing services to the Unit Holders including receiving Redemption, Transfer and Pledge applications and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Registrar as appropriate;
 - (c) Acknowledging receipt by delivering customer copy in respect of (a) and (b) above; and
 - (d) Accounting to the Management Company for (i) payment instrument received from the applicants when they purchase Units; (ii) payments instrument delivered to the Unit Holders on Redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions.
- 6.29** “Duties and Charges” means in relation to any particular transaction or dealing, bank charges, brokerage, registration fee, all stamp and other duties, taxes, Government charges, transfer fees, registration fee and other duties and charges in connection with the Issue, sale, Transfer, Redemption or Purchase of Units or in respect of the issue, sale, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but do not include the remuneration payable to the Distributor or any Front-end or commission payable to agents on sale of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 6.30** “Exposure” shall have same meanings as provided in the Regulations.
- 6.31** “Financial Institution” means a company or an institution whether established under any special enactment and operating within or outside Pakistan which transacts the business of banking or any associated or ancillary business through its branches.
- 6.32** “Formation Cost” means all preliminary and floatation expenses of the Fund subject to the limits prescribed in the Regulations including expenses in connection with registration of the Scheme and its application fee payable to the Commission, execution and registration of the Trust Deed, issue, legal costs, printing, circulation and publication of the Offering Document and all expenses incurred during the period leading up to the Initial Offer which shall not exceed one percent of the pre-Initial Public Offering capital of the Scheme.
- 6.33** “Front-end Load” means the processing charge not exceeding 5% of Net Asset Value added by the Management Company in the Net Asset Value in determining the Offer Price.
- 6.34** “Fund” means HBL Islamic Money Market Fund or “Scheme”, “Trust” or “Unit Trust.” Or “HBL-IMMF” constituted by this Deed.
- 6.35** “Fund Property” means the aggregate proceeds of the sale of all Units during the Initial Period at par and subsequently at the Offer Price after deducting there from or providing there against any applicable front-end load and duties and charges and transaction costs and any other expenses chargeable to the Fund and adding thereto any applicable back-end load recovered in the Redemption Price; and includes the investment and all income, profit and other benefits arising there from and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon Trust by the Trustee for the benefit of the Holders pursuant to this Deed and any back-end load payable but does not include any amount available for distribution in the Distribution Account. .
- 6.36** “Haram” means anything prohibited by the Shariah as advised by the Shariah Advisor.
- 6.37** “Holder(s)” or “Unit Holder(s)” means the investor(s) for the time being entered in the Register as owner(s) of Unit(s) or fraction(s) thereof including investor(s) jointly so registered pursuant to the provisions of this Deed and supplemental hereto.

- 6.38** "Initial Offer" means the issuance of Units during the Initial Period of Offer.
- 6.39** "Initial Offer Price" or "Initial Price" means the Par Value plus Front End Load if any during the Initial Offering Period.
- 6.40** "Initial Period of Offer" means the same as "Initial Offering Period" and "Initial Public Offer" which means the period during which first offer of Units shall be made, which shall be indicated in the Offering Document. This period shall not exceed a period of ten days (provided that this period may be extended with the prior approval of the Commission under intimation to the Trustee).
- 6.41** "Investment" means any Authorized Investment forming part of the Fund Property.
- 6.42** "Investment Facilitator" or "Facilitator" means an Individual, Firm, Corporate or other Entity appointed by the Management Company, at its sole responsibility, to identify solicit and assist investors in investing in the Scheme.
- 6.43** "Investment Policy" means the investment policy outlined in Clause 14 of this Deed.
- 6.44** "Net Assets" means the excess of assets over liabilities of the Fund, such excess being computed in the manner as specified under the Regulations.
- 6.45** "Net Asset Value" or "NAV" means per Unit Value of the Fund arrived at by dividing the Net Assets by the number of Units outstanding, as specified under the Regulations.
- 6.46** "Offer Price" or "Purchase Price" means the sum to be paid by the investor for the purchase of one Unit, such price to be determined pursuant to the clause 16.1 of this Deed and to be stated in the Offering Document.
- 6.47** "Offering Document" means a published document(s) containing information of the Fund to invite the public for purchase Units of the Fund. Any supplemental offering document will also constitute part of Offering Document.
- 6.48** "Ordinance" means Companies Ordinance 1984.
- 6.49** "Par Value" means the face value of a Unit that shall be Rs 100/- only.
- 6.50** "Pre-IPO Investors" mean such initial investors in the Fund that invest prior to the Initial Public Offer of the Fund. These include but are not limited to the Core Investors of the Fund.
- 6.51** "Redemption Price" or "Repurchase Price" means the amount to be paid to the relevant Holder of a Unit upon Redemption of that Unit, such amount to be determined pursuant to Clause 16.3 of this Trust Deed and to be stated in the Offering Document.
- 6.52** "Register" means the Register of the Unit Holders kept and maintained pursuant to the Regulations and this Trust Deed.
- 6.53** "Registrar" means an organization that the Management Company may appoint for performing the Registrar Functions and may include a department of the Management Company. The term and definition of "Transfer Agent" is also covered within the definition of a Registrar.
- 6.54** "Registrar Functions" means the functions with regard to:
- (a) Maintaining the Register;
 - (b) Processing requests for Purchase (Offer), Repurchase (Redemption), Transfer, Conversion, Transmission of Units and requests for recording of lien or for recording of changes in data with regard to the Unit Holder(s);
 - (c) Issuing Account Statements to the Unit Holders;
 - (d) Issuing Certificates to the Unit Holders if requested;
 - (e) Dispatching income distribution advice and/or bank transfer intimations;
 - (f) Canceling old Certificates on Redemption or Replacement; and
 - (g) Other functions to be performed as per Transfer Agent Agreement.
- 6.55** "Regulations" mean the Non-Banking Finance Companies and Notified Entities Regulations, 2008 and the Schedules and Forms attached to it, as amended from time to time.
- 6.56** "Rules" mean the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, as amended from time to time.

- 6.57** "Shariah" means divine guidance as given by the Holy Qur'an and the Sunnah of Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith, including beliefs, practices, rules and principles as per the interpretation of the Shariah Advisor.
- 6.58** "Shariah Advisor" means Mufti Yahya Asim and Mufti Ejaz Ahmed Samdani or any other Institution or a body of Islamic scholars, appointed in its place by the Management Company under intimation to the Commission and the Trustee, having knowledge of Islamic finance, to supervise and monitor the activities of the Fund to ensure that all its activities comply with Shariah
- 6.59** "Shariah Compliant" means any activity that is in accordance with the Islamic Shariah as advised by the Shariah Advisor.
- 6.60** "Stock Exchange" means Karachi Stock Exchange, Lahore Stock Exchange or Islamabad Stock Exchange or any other stock exchange registered under the Securities and Exchange Ordinance 1969 and shall also include a Stock exchange in an offshore country.
- 6.61** "Service Request Form" means the prescribed form, which is to be stated in the Offering Document.
- 6.62** "Sukuk" means a type of Islamic bond that is backed by assets of the issuer that earn profit or rent.
- 6.63** "Transaction Costs" means the costs incurred or estimated by the Management Company to cover the costs related to the investing or disinvesting activity of the Fund's portfolio, necessitated by creation or cancellation of Units. Such costs may be added to the NAV for determining the Purchase (Offer) Price of Units or be deducted from the NAV in determining the Repurchase (Redemption) Price. The Transaction Costs may not normally be applied in determining these prices; however, if the Management Company is of the view that it is in the overall interest of the Unit Holders, it may with intimation to the Trustee in writing and to the Unit Holders through website, apply such charge either to the Offer or the Redemption Price. Transaction Costs shall become part of Fund Property.
- 6.64** "Trustee" means Central Depository Company of Pakistan Limited (CDC) or any other company appointed with approval of the Commission from time to time.
- 6.65** "Trusts Act" means Trusts Act 1882.
- 6.66** "Unit" means one undivided share in the Scheme and where the context so indicates a fraction thereof.
- 6.67** "Zakat" has the same meaning as in Zakat and Ushr Ordinance 1980 (XVIII of 1980).

Words and expressions used but not defined herein shall have the meanings assigned to them in the Ordinance, the Rules and the Regulations, words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words "written" or "in writing" include printing, engraving lithography or other means of visible reproduction.

7 ROLE AND RESPONSIBILITIES OF MANAGEMENT COMPANY

7.1 Establishment and Administration of the Scheme

The Management Company shall establish, manage, operate and administer the Trust in terms of the provisions contained and stipulated in this Deed, the Offering Document, the Rules and Regulations (as amended or replaced from time to time) and the conditions, if any, which may be imposed by the Commission from time to time;

7.2 Compliance with Rules, Regulations and this Deed

The Management Company shall comply with the provisions of the Rules, Regulations and Constitutive Document(s) for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any authorized official of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions as manager as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Fund Property where such loss has been caused by its negligence, reckless or willful act and/or omission or by its officers, officials or agents.

7.3 Management of Fund Property

- 7.3.1 The Management Company shall manage the Fund Property in the interest of the Unit Holders in good faith, to the best of its ability and without gaining any undue advantage for itself or any of its Connected Persons and group companies or its officers, and subject to the restrictions and limitations as provided in this Deed and the Rules and Regulations. Any purchase or sale of investments made under any of the provisions of this Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of this Deed or the Rules and Regulations. The Management Company shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to elements or circumstances beyond its reasonable control.
- 7.3.2 The Management Company may in consultation with the Trustee appoint advisors and professionals in offshore countries for making investments in such countries and/or for issuing Units to the investors in the offshore countries and in particular, shall determine the legal and regulatory requirements to be fulfilled by the Fund, the Management Company and the Trustee in their respective capacities, in relation thereto.

7.4 Appointment of Fund Manager & Constitution of Investment Committee

The Management Company shall appoint a qualified individual as fund manager who shall be responsible for the management of not more than three Schemes or such number of schemes as allowed by the Commission from time to time and constitute an Investment Committee in accordance with the provisions of the Regulations to invest and manage assets of the Fund. The Investment Committee shall be responsible to the Chief Executive of the Management Company and the Chief Executive shall ensure that Committee functions effectively.

7.5 Appointment of Distributors

The Management Company under intimation to the Trustee shall from time to time appoint, remove or replace one or more Distributor(s) at its own expense for carrying out the Distribution Functions at one or more locations locally or internationally. Provided that the Management Company and its affiliates may also itself act as a Distributor for carrying on Distribution Functions.

The Management Company shall ensure, where it delegates the Distribution Function, that;

- (i) the Distributors to whom it delegates, have acquired and are maintaining the associate membership of the association(s) constituted in consultation with the SECP and are abiding by the code of conduct prescribed by the association(s) and;
- (ii) The written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

7.6 Appointment of Investment Facilitators

The Management Company may, from time to time appoint Investment Facilitators to assist it in promoting sales of Units.

The Management Company shall be obliged to process payment instrument immediately on receipt of application.

7.7 Appointment of Registrar/Transfer Agent

The Management Company may from time to time and at its own expense and responsibility under intimation to the Trustee, appoint, remove or replace the Registrar/Transfer Agent who shall be responsible for performing Registrar Functions. Provided that the Management Company may also itself act as a Registrar/Transfer Agent for carrying on Distribution Functions.

7.8 Record Keeping

The Management Company has the primary responsibility for all record keeping, regular determination and announcements of prices of Units and for producing financial reports from time to time. The Management Company shall provide the Trustee unhindered access to all records relating to the Scheme.

7.9 Accounts

- 7.9.1 The Management Company shall maintain at its principal office, proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, and all other transactions for the account of the Scheme and amounts received by the Scheme in respect of issues of Units and paid out by the Scheme on redemption of Units and by way of distributions and pay out at the termination of the Scheme;
- 7.9.2 The Management Company shall maintain a Register of Unit Holders of the Scheme and inform the Commission of the address where the Register is kept.
- 7.9.3 The Management Company shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.

7.10 Submission of Accounts

- 7.10.1 The Management Company shall within one month of the closing of the first and third quarter and within two months of the closing of the second quarter of each Accounting Period, prepare as per Rules and Regulations and transmit (physically or through electronic means or on the web subject to SECP approval, the Management Company shall make the printed copy of the said accounts available to any unit holder, free of cost, as and when requested) to the Unit Holder(s), the Trustee and the SECP and Stock Exchange(s) (on which the Units of the Scheme are listed), whether audited or otherwise:
- (i) balance sheet as at the end of that quarter;
 - (ii) income statement;
 - (iii) cash flow statement;
 - (iv) statement of movement in Unit Holders' fund or Net Assets or reserves; and
 - (v) statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market) and the percentage in relation to Net Assets of the Scheme and the issued capital of the person whose securities are owned for that quarter.
- 7.10.2 The Management Company shall, within four months of closing of the Annual Accounting Period of the Scheme, transmit to the Unit Holders, the Trustee, the SECP and Stock Exchange(s) (on which the Units of the Scheme are listed) the annual report as per the requirements set out in Schedule V of the Regulations, including:
- (i) copy of the balance sheet and income statement;
 - (ii) cash flow statement;
 - (iii) statement of movement in Unit Holders' fund or Net Assets or reserves; and
 - (iv) the Auditor's report of the Scheme
 - (v) the Trustee's Report

7.11 Appointment of Auditors

The Management Company shall with the consent of the Trustee, appoint at the establishment of the Scheme and upon any vacancy, an Auditor who shall be a chartered accountant from the list of Auditors approved by the Commission from time to time, and independent of the Auditors of the Management Company and the Trustee and such Auditors shall not be appointed for more than five consecutive years and the contents of Auditor's report shall be in accordance with the provisions of the Rules & Regulations.

7.12 Submission of information to Trustee

The Management Company shall be obliged to provide such information and record to the Trustee as may be necessary to the Trustee to discharge its obligations under the Rules & Regulations.

7.13 Liabilities of the Management Company

The Management Company shall not be under any liability, except such liability as may be expressly assumed by it under the Rules, Regulations and/or this Deed nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. The Management Company shall also not be liable for any loss caused to the Fund or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed, the Management Company shall not be under any liability therefor or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

7.14 Instructions to Trustee

The Management Company shall, from time to time, advise the Trustee of the instructions relating to any transaction entered into by it on behalf of the Trust. The Management Company shall ensure that the settlement instructions are given promptly after entering into the transactions so as to facilitate the timely settlement.

7.15 Performance of Duties as per Rules and Regulations

The Management Company shall perform any other duties as may be required by the Commission in accordance with the Rules and Regulations.

7.16 Protection of Unit Holders' interest

The Management Company shall if it considers necessary request the Trustee, for protection of Fund Property or safeguarding the interest of the Unit Holders, to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Fund Property or any part thereof.

7.17 Delisting of Units

The Management Company shall not apply for the delisting of the Units from a Stock Exchange (if applicable) unless it has obtained prior approval of the Commission in writing to such delisting.

7.18 Rating of the Scheme

The Management Company will be obliged to obtain a rating of the Scheme, once the Scheme becomes eligible for rating as per the criteria of the rating agency, and such rating shall be updated at least once every Financial Year and also published in the annual and quarterly reports of the Scheme.

7.19 Official points for acceptance of applications

7.19.1 The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc of units in the Offering Document of the Scheme and its website. Management Company shall receive the said application only at such designated points.

7.19.2 The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc of units of the Scheme have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.

7.19.3 The Management Company shall announce the Net Asset Value (NAV) of the Scheme as per Regulations or direction of SECP.

7.19.4 The Management Company shall clearly specify cut-off timings (for acceptance of application forms of issuance, redemption, conversion etc of units of the Scheme) in the Offering Document, on its web site and at designated points. Such cut-off timing shall uniformly apply on all Unit Holders.

7.20 Roll over of Investments

The Asset Management Company on behalf of the Fund shall not at any time rollover the investments, if in the opinion of trustee, the Fund would not be able to issue payment instrument for the redemption money to the Unit Holder within time period stipulated in the Regulations.

7.21 Net-off of Investments

The Asset Management Company on behalf of the Fund shall not at any time net off any investment of the Fund against the investment of the Unit Holder(s) in the Fund.

7.22 Appointment of Brokers

The Management Company shall develop criteria for appointing a diverse panel of Brokers and monitoring compliance thereof to avoid undue concentration of business with any Broker.

8 SHARIAH COMPLIANCE

8.1 Shariah Compliance

All activities of the Funds shall be undertaken in accordance with the Islamic Shariah as per the guidelines given by Shariah Advisor and the guidelines that may be specified by the Commission under the Regulations or otherwise from time to time.. There are activities that are unlawful in Shari'ah, which the fund cannot

invest in these includes, but not limited to:

- a. Investment in Riba based transactions, conventional insurance transactions, intoxicants, gambling, pornography, haram meat; and
- b. Interest bearing deposits or raising interest-bearing loans.
- c. Any other activity/investment declared restricted/unlawful under Shariah by the Shariah Advisor.

8.2 Shariah Advisor and Shariah Technical Services and Support Provider

- 8.2.1 The Management Company shall appoint a Shariah Advisor at its own expense and responsibility from time to time that shall advise the Management Company regarding Shariah.
- 8.2.2 The Management Company has appointed Mufti Yahya Asim and Mufti Ejaz Ahmed Samdani as the Shariah Advisors of the Fund.
- 8.2.3 The Management Company has appointed Habib Bank Limited to provide Shariah Technical Services and Support to the Scheme.
- 8.2.4 The Management Company may, with prior notice to the Trustee, terminate its agreement with the Shariah Advisor(s) and appoint a new Shariah Advisor to the Fund under intimation to the Commission and the Trustee.
- 8.2.5 The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah including the guidelines as may be specified by the SECP under the NBFC Regulations. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable by the Trustee subject to clause 38 of this Deed, the Management Company, the Unit Holders and other parties related with the matter.
- 8.2.6 The responsibilities of Shariah Advisor include but are not limited to the following:
 - i. The Shariah Advisor shall provide guidance on Shariah aspects of any issues involving the day to day operations of the Scheme;
 - ii. The Shariah Advisor shall decide and/or approve the Shariah related matters pertaining to legal documents of the Scheme;
 - iii. The Shariah Advisor shall decide the screening criteria for Shariah Compliant securities/investments;
 - iv. The Shariah Advisor shall decide the methodology for calculation of 'Haram income' and its disposal;
 - v. The Shariah Advisor shall approve new financial products that are relevant to the Scheme; and
 - vi. The Shariah Advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and will recommend to the Management Company the criteria for selecting the Charities to whom such sums shall be donated, subject to the condition that such charity organization is not related to the Shariah Adviser, Management Company or any of their employees.
- 8.2.7 The Shariah Advisor shall provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company to mould the Unit Trust into a Shariah Compliant Investment.
- 8.2.8 The Shariah Advisor vide its letter has certified that the Trust Deed is compliant with the requirements of Shariah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shariah acceptability of the Trust Deed subject to Clause 25 of this Deed, permission for necessary amendments of the Deed may be sought from the Commission.
- 8.2.9 The Shariah Advisor shall conduct periodic review of the Scheme to check its compliance with the Shariah guidelines and shall issue an annual certificate/report to be included in the annual report of the Scheme in respect of the Shariah compliance of the preceding year's operations of the Fund. Cost of any special investigations conducted by the Shariah Advisor would be borne by the Management Company.
- 8.2.10 The services to be rendered by the Shariah Technical Services and Support provider include but are not limited to following:

- i. It will from time to time identify and recommend a suitable person with the right qualification (including regulatory requirements, if any) and experience who will be appointed by the Management Company as Shariah Advisor of the Scheme.
- ii. It will assist the Management Company in development of the Scheme. The assistance involves services related to conceptualization, structuring, documentation etc. of the Scheme.
- iii. It will assist the Management Company in developing operational procedures in relation to the Scheme.
- iv. It will carry out research on market / industry and on the criteria followed by Islamic investment schemes / unit trusts all over the world.
- v. It may conduct reviews of the Scheme to check implementation of operational procedures in relation to Shariah compliance of the Scheme.

8.3 Shariah Compliance Auditor:

8.3.1 The Auditor of the Unit Trust may also act as Shariah Compliance Auditor, and may complete Shariah Compliance Audit of the Trust for each Accounting Period within four (4) months from the relevant Accounting Date, and will issue a Shariah Compliance Audit report simultaneous to audit report on financial statements for the above Accounting Period, so as to enable the Management Company to prepare and circulate the annual report to the Unit Holders, the SECP and the Stock Exchanges.

8.3.2 The Shariah Compliance Auditor shall have experience and requisite knowledge of conducting Shariah Compliance Audits and shall have laid down systems and programs to carry out such audit. The Management Company shall, in consultation with the Shariah Advisor, determine the competence of the Auditors in this regard.

8.3.3 Subject to the Rules, the Shariah Compliance Auditor would verify the following aspects of the unit Trust activities:

- i. Necessary approvals have been obtained from the Shariah Advisor, as the case may be and/or guidelines issued by Shariah Advisor have been complied with in respect of transactions involving Shariah related matters.
- ii. Documentation contains all necessary information to make it Shariah compliant.
- iii. No misuse of Trust funds has been committed.
- iv. Trust funds were placed for investment under Shariah compliant avenues as advised and approved by the Shariah Advisor.
- v. Costs charged to Trust funds were in accordance with the Shariah permissions and terms of the Trust Deed.
- vi. Share of the Mudarib in profits from Investments are in accordance with the agreed rates.
- vii. Distributions for the Unit Holders are in accordance with the terms agreed upon.
- viii. Any other point affecting the Shariah compliance.
- ix. The Shariah Compliance Auditor will base his audit on tests usually applied in practice.
- x. Disclosure shall be made in the notes to the financial accounts, of earnings prohibited by Shariah, if any, and how those amounts are disposed of.
- xi. Disclosure shall be made of whether the Zakat payment is the responsibility of the Fund or the responsibility of Unit Holders. The Fund shall also disclose the Zakat due for each share/Unit, if any.

9 ROLE AND RESPONSIBILITIES OF TRUSTEE

9.1 Investment of Fund Property at direction of Management Company

The Trustee shall invest the Fund Property from time to time at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Document(s), the Regulations and the conditions (if any) which may be imposed by the Commission from time to time;

9.2 Custody of Assets

The Trustee has the responsibility for being the nominal owner and for the custody of the assets of the Fund on behalf of the beneficial owners (the Unit Holders), within the framework of the Regulations, the Trust Deed and Offering Document issued for the Fund.

9.3 Obligations under Regulations and Constitutive Document

The Trustee shall perform all the obligations imposed on it under the Regulations, this Deed and the Offering Document and discharge all its duties in accordance with the Rules, Regulations, this Trust Deed and the Offering Document.

9.4 Nomination of Attorney

The Trustee shall nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Management Company and the same would be intimated to the Management Company.

9.5 Appointment of Sub-Custodian

The Trustee, under intimation to the Management Company, may appoint, remove and replace from time to time one or more Bank(s) and/or other depository company(ies), to act as the Sub-Custodian(s) for holding and protecting the Fund Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Sub-Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Trust, under intimation to the Management Company, at competitive terms as part of its normal line of business.

9.6 Compliance with this Deed

The Trustee shall comply with the provisions of this Deed, Rules and Regulations for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee under intimation to the Management Company. Provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Fund Property where such loss has been caused by willful acts or omissions of the Trustee or any of its attorney (ies), or agents.

9.7 Protection of Unit Holders' interest

The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holders. The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Deed or the Regulations. Whenever pursuant to any provision of this Deed, any certificate, notice, direction, instruction or other communication is to be given by the Management Company to the Trustee, the Trustee may accept as sufficient evidence thereof:

- (a) A document signed or purporting to have been signed on behalf of the Management Company by any person(s) whose signature the Trustee is for the time being authorized in writing by the Management Company to accept.
- (b) Any instruction received online through the software solution adopted by the Management Company or the Trustee for managing and keeping records of the funds managed by the Management Company and to the satisfaction of the Trustee or the Management Company as the case may be.
- (c) Third party evidence where required such as broker contract, bills, etc., in relation to (a) and (b) the above to be routed through Management Company.

9.8 Actions to protect Unit Holders' interest

The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Fund property or safeguarding the interest of Unit Holders, institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Fund Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses. Provided that no such indemnity shall be available in respect of any action taken against the Trustee for negligence or breach of its duties in connection with the Trust under this Deed or the Rules, Regulations. For the avoidance of doubt, it is clarified that notwithstanding anything contained in the Constitutive Documents, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust, not arising from negligence by the Trustee and/or the AMC, or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust.

9.9 Carrying out instructions of the Management Company

The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Fund Property unless such instructions are in conflict with the provisions of this Deed and/or the Offering Document(s) or the Regulations and/or any other applicable law.

9.10 Availability of information to Management Company

The Trustee shall make available or ensure that there is made available to the Management Company such information and/ or reports as the Management Company may reasonably require from time to time in respect of the Fund Property and all other matters relating to the Fund. The Trustee shall arrange to make available to the Management Company daily statements of all the Bank Accounts being operated by the Trustee for the Fund.

The Trustee shall ensure that the methodology and procedures adopted by the Management Company in calculating the value of units are adequate and the pricing and valuation for sale, issue, repurchase, redemption and cancellation are carried out in accordance with the provisions of the Constitutive Documents and Regulatory requirements

9.11 Trustee's Report to the Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations, including a report to be included in the annual and second quarter report as to whether in its opinion, the Management Company has in all material respects managed the Scheme in accordance with the provisions of the Regulations, this Deed and the Offering Document and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

9.12 Entitlement to require the Auditors to provide reports

The Trustee shall be entitled to require the Auditors to provide such reports as may be required by the Trustee under Rules and Regulations agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.

9.13 Liabilities of the Trustee

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Regulations and/or this Deed, nor shall the Trustee (save as herein otherwise provided) be liable for any act or omission of the Management Company or for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Deposited Property. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder. The Trustee shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control.

9.14 Notices , Reports, etc.

The Trustee shall forward to the Management Company within two Business Days any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profit, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock or any other exchange or any other party having any connection with the transaction. The Trustee shall promptly act on any instruction of the Management Company in all such matters. Provided such instructions are not in conflict with the provisions of this Deed, the Offering Document, the Regulations or any other applicable laws, rules and regulations in force.

9.15 Other Responsibilities of the Trustee

9.15.1 The Trustee shall ensure that the sale, issue, repurchase, redemption and cancellation of Units are carried out in accordance with the provisions of this Deed, the Offering Document and supplemental thereto and the Rules & Regulations

9.15.2 The Trustee shall ensure that the methodology and procedures adopted by the Management Company in calculating the value of Units are adequate and the pricing and valuation for sale, issue, repurchase, redemption and cancellation are carried out in accordance with the provisions of the Constitutive Documents and regulatory requirements

9.15.3 The Trustee shall ensure that the Management Company has specified the criteria in writing to provide for a diverse panel of Brokers at the time of offering of the Scheme and shall also ensure that

the Management Company has been diligent in appointing the Brokers to avoid undue concentration with any Broker.

- 9.15.4 The Trustee shall ensure that the investment and borrowing limitations set out under this Deed, the Offering Document and the Regulations and the conditions under which the Scheme was registered are complied with.
- 9.15.5 The Trustee shall ensure that the conditions under which the Scheme has been registered are complied with.
- 9.15.6 The Trustee shall immediately inform the Commission if any action of the Management Company contravenes the Ordinance, the Rules, the Regulations, the Constitutive Documents, guidelines, circulars, codes, directives or any other applicable laws.
- 9.15.7 The Trustee shall comply with the directions of the Commission given in the interest of the Unit Holder(s).
- 9.15.8 The Trustee shall not invest in Units of the Scheme.

10 CHANGE OF MANAGEMENT COMPANY

- 10.1** The Commission may on its own or on the recommendation of the Trustee remove the Management Company by giving at least ninety Business Days notice for sub clause (a) hereunder and with immediate notice for sub clause (b) & (c) hereunder in writing to the Management Company if any of the following have occurred:
- (a) the Management Company has willfully contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has come to its notice;
 - (b) the Management Company has gone into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); a receiver has been appointed over any of the assets of the Management Company; or
 - (c) the Management Company has become ineligible to act as a management company of the Trust under the provisions of the Regulations, or any other law for the time being enforced.

Provided that any notice given to the Management Company shall not be construed as acceptance of such contravention or violation and the Management Company shall have the right to defend such action.

- 10.2** The Management Company may retire at any time with the prior written consent of the Commission and at least 90 days notice to the Trustee. Provided that until the new management company is appointed, the Management Company shall continue to perform its functions as the Management Company and shall be entitled to receive its usual remuneration till the effective date of removal or retirement.
- 10.3** If the Commission at its own or on the recommendation of Trustee removes the Management Company under the provisions of the Rules and Regulations, the Commission shall appoint another asset Management Company as the Management Company for the Scheme according to the provisions of the Constitutive Documents and the Rules and Regulations.
- 10.4** The removal or retirement of Management Company and appointment of a new management company shall always require the prior approval of the Commission and the intimation of the same to the Trustee.
- 10.5** If the Commission has cancelled the registration of the Management Company under the provisions of the Rules and/or Regulations, the Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed, the Regulations and the Rules.
- 10.6** Upon a new management company being appointed the Management Company will take immediate steps to deliver all the documents and records pertaining to the Fund to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration up-to the effective date of removal or retirement.
- 10.7** Upon its appointment the new management company shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.

- 10.8** Furthermore, the Trustee may immediately in case of retirement, removal or cancellation of license of Management Company appoint Auditors with the consent of the Commission from amongst the panel of Auditors for the audit of Financial Institutions. The Trustee shall ensure that accounts of the Fund till the day of the appointment of the new management company are audited by such Auditor.
- 10.9** The Auditors so appointed shall be other than the existing Auditors of the Fund, the Management Company and the Trustee.
- 10.10** The Auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.
- 10.11** The report for the audit shall be submitted by the Auditors to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to Commission, outgoing Management Company and the new management company.
- 10.12** The costs of audit shall be borne equally by the Management Company and the new management company.
- 10.13** Upon Retirement or removal, the Management Company shall be paid its accrued remuneration upto the date of retirement or removal.

11 CHANGE OF TRUSTEE

- 11.1** The Trustee may, subject to prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of assets of the Fund by the newly appointed trustee, whichever is later.
- 11.2** In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.
- 11.3** The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee.
- 11.4** The Commission, if satisfied by the reason given by the Management Company mentioned in Clause 11.3 above and after providing an opportunity of hearing to the Trustee, approve the removal of the Trustee and appointment of a new trustee.
- 11.5** If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Management Company for purpose of reconstruction and amalgamation) or ceases to carry on business or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Fund under the provisions of the Regulations, the Management Company shall with the approval of the Commission, by an instrument in writing, remove the Trustee from its appointment under this Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee some other company or corporation according to the provisions of the Regulations and this Deed as the new trustee.
- 11.6** Upon the appointment of a new trustee, the Trustee shall immediately deliver all the documents and records to the new trustee and shall transfer all the Fund Property and any amount deposited in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of removal or retirement.
- 11.7** Upon retirement or removal, the Trustee shall be paid its accrued remuneration upto the date of retirement or removal.
- 11.8** The new trustee shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.
- 11.9** Notwithstanding, removal/ resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Regulations, the Trustee shall remain entitled to the benefit under the terms of this Deed till the removal/ resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed.

- 11.10** In case of change in trustee, the old Trustee shall continue to be liable for any default in or non-performance of its duties as trustee or for any negligence on its part or on part of its officers or officials, nominees or agents and for any acts or omissions effectuated prior to and upto the Effective Time in accordance with the provisions of the Trust Deed, the Offering Document, the Rules and the Regulations, whereafter the new trustee shall be responsible for the same. Further the old trustee shall indemnify the Management Company and new trustee in respect of any default, non performance or violations of the terms and conditions of the Trust Deed, the Offering Document, the Rules and/or the Regulations that may have taken place, advertently or inadvertently prior to and upto Effective Time and which may come to the notice of the Management Company or the new trustee or the SECP at any time after the Effective Time
- 11.11** The Management Company may immediately in case of retirement or removal of Trustee appoint Auditors with the consent of the Commission from amongst the panel of Auditors for the audit of Financial Institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such auditor.
- 11.12** The Auditors so appointed shall be other than the existing Auditors of the Fund, The Management Company and the Trustee.
- 11.13** The Auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Management Company or Commission.
- 11.14** The audit report for the audit shall be submitted by the Auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Trustee and the new trustee.
- 11.15** The costs of audit shall be shared equally by the outgoing Trustee, the new trustee and the Scheme.

12 FUND PROPERTY

- 12.1** The aggregate proceeds of the sale of all Units during the Initial Period at par and subsequently at the Offer Price after deducting there from or providing there against any applicable front-end load and duties and charges and transaction costs and any other expenses chargeable to the Fund and adding thereto any applicable back-end load recovered in the Redemption Price; and includes the investment and all income, profit and other benefits arising there from and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon Trust by the Trustee for the benefit of the Holders pursuant to this Deed and any back-end load payable but does not include any amount available for distribution in the Distribution Account.
- 12.2** The Fund Property shall initially be constituted out of the proceeds of the Units issued to the Core Investors, Pre-IPO Investors and other Units issued during the Initial Period of Offer.
- 12.3** The Trustee shall take the Fund Property into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holders in accordance with the provisions of the Regulations, applicable law and this Deed. The Fund Property shall always be kept as a separate property and shall not be applied to make a loan or advance except in connection with the normal business of the Fund. All registerable Investment shall be registered in the name of the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Deed.
- 12.4** Save as herein expressly provided the Fund Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not except as allowed under the Regulations create any mortgages, charges, liens of any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation actual or contingent incurred, assumed or undertaken by the Trustee, the Custodian or any other person except for securing finances obtained from Banks or institutions upon the direction of the Management Company and subject to the limitations contained in the Regulations.
- 12.5** The Trustee shall have the sole responsibility for the safe keeping of the Fund Property. Subject to the provisions of this Deed in the event of any loss due to negligence or breach of fiduciary duties on part of the Trustee, the Trustee shall have an obligation to replace the lost Investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Fund to the extent of any such loss.
- 12.6** All cash forming part of the Fund Property shall be deposited by the Trustee in one or more separate Bank Account(s) on the instructions of the Management Company, in the name of the Trustee.

12.7 All income, profit etc earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Fund Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Fund as per the instruction of Management Company.

13 BANK ACCOUNTS

13.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled “**CDC - Trustee HBL Islamic Money Market Fund**” at designated licensed Islamic Banks and licensed Islamic Banking windows of conventional Bank(s) in Pakistan and outside Pakistan, with rating as per Rules, Regulations and directives issued by the Commission after obtaining all necessary approvals from the relevant regulatory authorities..

13.2 The Management Company may also require the Trustee to open Bank Accounts as per Distribution Account for dividend distribution out of the Fund.

13.3 The Trustee shall, if requested by the Management Company open Bank Accounts titled "**CDC – Trustee HBL Islamic Money Market Fund**" in offshore countries where the Investments are made on account of the Fund, if such Investments necessitate opening and operation of Bank Accounts by the Trustee. For this purpose, the Trustee shall be deemed to be authorized to sign if required and submit the prescribed account opening forms of such Banks, including custodial/sub-custodial services accounts and brokerage accounts with such Banks, Custodians, sub-custodians, and Brokers, as may be required to be appointed for offshore Investments of the Fund. The opening, operation and maintenance of such Bank Accounts, custodial/sub-custodial and brokerage services accounts in offshore countries shall always be subject to the approval of the State Bank of Pakistan and the exchange control regulations, as well as any directives of the State Bank of Pakistan and/or the SECP.

13.4 For the purpose of making investments in offshore countries and for opening, maintaining and operating accounts mentioned in clause 13, the Management Company may in consultation with the Trustee retain the services of legal, financial and other advisors and professionals to ensure legal and regulatory compliances on part of the Management Company and the Trustee, as provided in Clause 14.

13.5 All income, markup, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Fund Property for the benefit of the existing Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

13.6 Notwithstanding anything in this Deed the beneficial ownership of the balances in the Accounts vests in the Unit Holders of the Fund.

13.7 Investment of Seed Capital and Pre-IPO amounts

The amounts received from the Core Investors, Pre-IPO Investors and IPO Investors would be deposited in a Bank Account (s) titled “**CDC - Trustee HBL Islamic Money Market Fund**. The Management Company may deposit/ invest this amount in Bank Account of an AA (Double AA) Scheduled Islamic Commercial Bank or Islamic window of a AA (Double AA) Scheduled Commercial Bank.

The Management Company -will issue additional Units to the Core Investors, Pre-IPO Investors and IPO investors at the Initial Price for an amount equivalent to the income etc earned on their investments up to the close of the Initial Period after deducting all expenses that may be incurred by the Management Company.

14 OBJECTIVE OF THE FUND, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS

14.1 Objective of the Fund

The objective of HBL Islamic Money Market Fund is to seek high liquidity, competitive return and maximum possible preservation of Capital for investors by investing in low risk Shariah Compliant securities.

14.2 Investment Policy

HBL Islamic Money Market Fund in line with its investment objective would invest in following asset classes:

1. Bank deposits with Islamic banks and Islamic banking windows of conventional banks.
2. Shariah compliant money market instruments such as Certificate of Islamic Investments (COII), with Commercial banks and DFIs.
3. Shariah compliant money market instruments such as Certificate of Islamic Investments (COII), Certificate of Musharaka (COM) with NBFCs and Modaraba companies
4. Any other Shariah compliant money market structure, instrument or security including but not limited to Certificate of Deposit (CoD), Certificate of Musharaka (CoM), Musharaka, Modaraba, Ijarah, Murabaha (including commodity Murabaha), Salam, Istisna, etc provided by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous Bodies, public sector entities, private sector entities, licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks as per the guidelines of the Fund's Shariah Advisor.
5. Subject to SECP or other regulatory approvals the Scheme may seek to invest in Shariah Compliant securities issued by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies, public sector entities and private sector entities listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be issued by SECP and the State Bank of Pakistan from time to time. Foreign investment by the Fund is subject to the following limits:
 - (a) Maximum 30% of the Net Assets of the Fund.
 - (b) The above percentage is subject to a cap of US\$ 15 million
6. Any other securities or instruments that may be permitted by the Commission and the Shariah Board;

The investment in above asset classes shall be subject to such Exposure limits and minimum ratings, where applicable, as specified in the Offering Documents, SECP directives, the Rules and the Regulations unless relaxed by the Commission.

All Fund Property, except in so far as such cash may in the opinion of the Management Company be required for transfer to the Distribution Account or to be kept for meeting the redemption requirements, shall be applied by the Trustee from time to time in such Authorized Investments as may (subject to the provisions of Constitutive Documents, and the Regulations) be directed by the Management Company.

Any Investment may at any time be disinvested at the discretion of the Management Company to provide funds required for the purpose of any provision of the Constitutive Document or in order to retain the proceeds of sale in cash deposit as aforesaid or any combination of the aforesaid.

The Scheme shall invest in those securities which have minimum AA rating. The time to maturity of any asset shall not exceed six month and the weighted average time to maturity of Net Assets shall not exceed 90 days.

14.3 Performance Benchmark

The performance of the Scheme will be compared against the benchmark of "average of the most recently published 3-Month deposit rates offered by three Islamic Banks or any other suitable benchmark as approved by the Commission.

14.4 Offshore Investments

- 14.4.1 In case investments are made on behalf of the Fund in any offshore countries, the same shall be subject to the limits as may be prescribed by the State Bank of Pakistan and/or the SECP, which shall be indicated in the Offering Document.

14.5 Investment Restrictions

- 14.5.1 The Management Company in managing the Fund shall abide by all the provisions of this Deed, the Offering Document, Rules, Regulations and any other applicable law(s).
- 14.5.2 The Fund Property shall be subject to such Exposure limits as are provided in this Deed, the Offering Document, the Regulations, Circulars, directives issued by SECP (subject to any exemptions that may be specifically given to the Fund by the Commission).
- 14.5.3 No direct/indirect Exposure to equities, i.e. no Exposure in equities, CFS, spread transactions, etc.;
- 14.5.4 Rating of any NBFC and Modaraba with which funds are placed shall not be lower than AAA (Triple A);
- 14.5.5 Rating of any bank and DFI with which funds are placed shall not be lower than AA(Double A)
- 14.5.6 Rating of any security in the portfolio shall not be lower than AA (Double A);
- 14.5.7 Time to maturity of any asset shall not exceed six months
- 14.5.8 The Management Company on behalf of the Scheme shall not:
- (a) Affect a short sale in a security whether listed or unlisted;
 - (b) Purchase any security in a forward contract;
 - (c) Invest in Bearer securities;
 - (d) Purchase any security on margin;
 - (e) Apply any part of its asset to real estate, commodities or commodity contracts (other than the securities issued by commodity companies and real estate companies);
 - (f) Take Exposure in any other Collective Investment Scheme except for overseas investments
 - (g) Issue at any time, without the prior approval of the Commission in writing, a senior security which is either stock or represents indebtedness;
 - (h) Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person, provided that reverse repo transactions involving Government Securities shall not be attracted by this clause provided risk management parameters are disclosed in the Offering Document of the Scheme;
 - (i) invest in securities of the Management Company;
 - (j) apply for de-listing from Stock Exchange, unless it has obtained prior approval of the Commission in writing to the Scheme of de-listing;
 - (k) Sell Units for consideration other than cash unless permitted by the Commission.
 - (l) Without obtaining prior approval of the Commission merge the Scheme with another Collective Investment Scheme or take over any other Collective Investment Scheme.
 - (m) securities which result in assumption of unlimited liability (actual or contingent);
 - (n) any Investment other than Authorized Investments as defined herein

14.6 Disposal of Haram Income

Where some Haram income accrues to the Fund, it will be donated to a Charity in order to purify the Fund's income. This will be done in accordance with the guidelines issued by the Shariah Advisor from time to time.

15 FINANCING ARRANGEMENTS

- 15.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange Islamic financing for account of the Scheme, with the approval of the Trustee, from licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks, Islamic Financial Institutions, non-banking finance companies or collective investment schemes. The Islamic financing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such Islamic financing shall not exceed fifteen per cent of the Net Asset of the Scheme at the time of Islamic Financing or such other limit as specified by the Commission and if subsequent to such Islamic financing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or redemption of Units, the Management Company shall not be under any obligation to reduce such Islamic financing.
- 15.2 The charges payable to any Bank or institution against borrowings on account of the Fund as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.

15.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from Banks and Financial Institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such loans or advances.

15.4 For the purposes of securing any such borrowing the Trustee may upon written instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Regulations.

15.5 Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangement made hereunder.

15.6 In case of redemptions requests are pending for more than the period as stipulated in the Regulations, the Management Company shall not make any investment or rollover of any investment without consent of the Trustee.

16 VALUATION OF PROPERTY AND PRICING

The valuation and pricing of the Fund property will be in accordance with the prescribed Rules, Regulations, Circulars, Directives issued by SECP from time to time.

16.1 Determination of Purchase (Offer) Price

16.1.1 Units offered and issued to the Core Investors and Pre-IPO Investors will be at the Par Value of Rs. 100. However, Front-End Load shall not be charged to the Core Investors and Pre-IPO Investors.

16.1.2 Units offered during the Initial Period shall be issued at Initial Price i.e. Par Value of Rs 100/- plus Front end Load, if any as disclosed in the Offering Document of the Fund.

16.1.3 After the Initial Offer, the Offer Price for the Unit Holder shall be determined from time to time pursuant to the Clause 16.1.4 hereafter and shall be calculated and announced by the Management Company on every Dealing Day latest by 1830 PST.

16.1.4 The Purchase (Offer) Price shall be equal to the sum of:

- (a) The Net Asset Value as of the close of the Business Day (Forward pricing);
- (b) Any Front-end Load as per the Offering Document of the Fund;
- (c) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
- (d) Such amount as the Management Company may consider an appropriate provision for Transaction Cost in accordance with the Regulations.

Such sum shall be rounded off to the nearest four decimal place or such decimal places as decided by the management company from time to time with the consent of the Trustee and properly disclosed to the Unit Holders.

Unit Purchase requests, complete in all respects received during the Business Hours and within Cut off time, shall be priced at the Purchase (Offer) Price so determined at the close of the Dealing Day when funds from the purchase payments are realized or subsequent Dealing Day if the day is not a Dealing Day.

16.1.5 The investment application form can be lodged with any Authorized Branch of the Distributor or directly lodged with Management Company. No other person is authorized to accept the form. The applicant must obtain an acknowledgment of the application signed, time stamped and dated by an authorized officer of the Distributor/Management Company acknowledging the receipt of the application. Any investment application Form received after Cut off Time will be transferred to the next Business Day. Provided that if a Business Day is not a Dealing Day the Investment application Form would be transferred to the next Dealing Day.

16.1.6 In the event payment has been accepted by cheque, the payment will be deemed to be completed on the date the cheque is realized. However, the Management Company may impose such limits it deems fit as to the bank branch on which it is drawn and as to the monetary limits on cheques, and in the event a cheque is returned unpaid, the Management Company may instruct the Registrar to cancel the

Units so allocated at the then prevailing Redemption Price but not exceeding the Redemption Price fixed on the day the Units were allocated. In the event the Management Company instructs the Registrar to cancel the Units, the investor may be prosecuted for recovery of the shortfall in the issue and Redemption Price and /or other punitive action for presenting a cheque that is returned unpaid.

- 16.1.7 The Management Company may announce different plans under different Administrative Arrangements, with differing levels of Front-end, which may also vary according to other criteria as disclosed in the Offering Documents.
- 16.1.8 In the event that the amount paid as provision for payment of Duties and Charges pursuant to 16.1.4 (c) is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (except where such excess arises from any Duties and Charges levied with retrospective effect after the date of payment in which case such excess shall be recovered from the Fund Property).
- 16.1.9 In the event that the amount paid as provision for payment of Duties and Charges pursuant to 16.1.4 (c) exceeds the relevant amount of Duties and Charges, the Registrar shall issue additional Units or fractions thereof to the Unit Holders based on the price applicable to the Units issued against the relevant application
- 16.1.10 The Purchase (Offer) Price determined by the Management Company shall be made available to the public at the office of the Management Company and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and make it available at its website.
- 16.1.11 NAV of the Scheme will be announced on each Subscription Day at Company's as well as on MUFAP's website latest by 6:30 pm or any other time announced by SECP.

16.2 Allocation of Front End Load / Back End Load

- 16.2.1 The remuneration of Distributors/Distribution Companies and Investment Facilitators shall be paid from any Front-end Load received against dealings in Units and no charges shall be made against the Fund Property or the Distribution Account in this respect. If the Front-end Load is insufficient to pay the remuneration of the Distributors/Distribution Companies and Investment Facilitators, the Management Company shall pay the amount necessary to pay in full such remuneration and no charges shall be made against the Fund Property or the Distribution Account in this respect.
- 16.2.2 The Back-end Load shall form part of Fund Property.
- 16.2.3 Such payments may be made to the Distributors and Investment Facilitators by the Management Company upon the receipt from the Trustee or may be made by the Trustee directly on the instructions of the Management Company.
- 16.2.4 The Management Company may at its discretion charge different levels of Front end Load and Back end Load on different kinds of Units. However, Front-end Load plus Back-end Load shall not exceed 5% in any case and various levels of Front-end and Back-end Loads shall be disclosed in the Fund's Offering Document.
- 16.2.5 A Distributor located outside Pakistan may if so authorized by the Management Company and the Trustee retain such portion of the Front-end Load as is authorized by the Management Company and transfer the net amount to the Trustee, subject to the law for the time being in force.

16.3 Determination of Repurchase (Redemption) Price

- 16.3.1 During the Initial Offer Period the Units shall not be redeemed.
- 16.3.2 After the Initial Offer the Redemption Price shall be equal to the Net Asset Value as of the close of the Dealing Day to be announced on daily basis by 1830 PST, less:
- (a) Any Back-end Load as per the details in the Offering Document but not exceeding five percent of the Net Asset Value, and;
 - (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges in accordance with the Regulations; and

- (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;

Such sum shall be rounded off to the nearest four decimal place or such decimal places as decided by the management company from time to time with the consent of the Trustee and properly disclosed to the Unit Holders

- 16.3.3 The Repurchase (Redemption) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the Business Hours and within Cut off Time(as announced by the Management Company from time to time) on the Dealing Day on which a correctly and properly filled redemption application is received.
- 16.3.4 The Redemption Form can be lodged with any Authorized Branch of the Distributor or directly lodged with the Management Company. No other person is authorized to accept the form. The applicant must obtain a copy of the form signed, time stamped and dated by an authorized officer of the Distributor/Management Company acknowledging the receipt of the form and the Certificates, if any. Any Redemption Forms received after Business Hours will be transferred to the next Business Day. Provided that if a Business Day is not a Dealing Day the Redemption form would be transferred to next Dealing Day.
- 16.3.5 The payment of the redemption amount may be made by virtue of a transfer to the Unit Holder's (the first named joint holder, if jointly held) designated banker or by cross cheque payable to the Unit Holder.
- 16.3.6 In the event that the amount paid as provision for payment of Duties and Charges is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (except where such excess arises from any Duties and Charges levied with retrospective effect after the date of payment in which case such excess shall be recovered from the Fund Property).
- 16.3.7 In the event that the provision for payment of Duties and Charges exceeds the relevant amount of Duties and Charges, the excess amount will form part of Fund Property.
- 16.3.8 The Redemption Price determined by the Management Company shall be made available to the public at the office of the Management Company, and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and make it available at its website.
- 16.3.9 The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.

16.4 Redemption of Units

- 16.4.1 The Trustee shall at any time , on the instructions of the Management Company, authorize redemption of Units out of the Fund Property.
- 16.4.2 The Management Company shall formally forward the details of all the requests regarding dealing in Units, duly time and date stamped to the Trustee within 24 hours of the receipt of the request.
- 16.4.3 An application for Redemption of Units shall be made by completing the prescribed Redemption Form and the same is received at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company. The Management Company may make arrangements to accept redemption requests through electronic means upon satisfaction of the Trustee. The Management Company shall not redeem part of the Units comprised in a Certificate. Units in a Certificate can only be redeemed after surrendering the Certificate. In case of partial redemption, Units requested for redemption will be redeemed after surrendering of Certificate and a new Certificate for balance units may be issued. In the case where Certificate is not issued any number of Units can be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate. In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the Investor Account Opening Form.

- 16.4.4 The Trustee may at its discretion dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 16.4.5 The Management Company shall announce the Offer and Redemption Price on a daily basis on all Dealing Days latest by 1830 PST. The Redemption Price at which Units shall be redeemed shall be the price fixed by the Management Company under the terms of this Deed. However, if the event in Clause 17.3 or Clause 17.5 hereunder comes into application, the redemption value shall be determined in accordance with the procedure laid out in these clauses.
- 16.4.6 The amount payable on redemption shall be paid to the Unit Holders or first named joint Unit Holder by dispatching a cheque/ bank draft for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder by transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form within six Business Days from the date of presentation of the duly completed redemption application, electronic or otherwise, at the Authorized Branch or office of the Distributor or Registrar.
- 16.4.7 The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities, upon satisfaction of the Trustee. The official redemption and issue locations shall be disclosed in the Offering Document and /or website of Management Company.
- 16.4.8 The receipt of the Unit Holders for any moneys payable in respect of the Units shall be a good discharge to the Trustee and the Management Company and in case of joint Unit Holders any one of them may give effectual receipt for any such moneys.
- 16.4.9 Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Business Days. Where redemption requests on any one Business Day exceed ten (10) percent of the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 17.3.
- 16.4.10 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.
- 16.4.11 A redemption request shall deem to have been made in accordance with the provisions of the Offering Document if such documents prescribe automatic redemption under certain circumstances.
- 16.4.12 Where lien/ pledge/ charge is recorded in the Register, the Management Company and Trustee may concur to make payment to the pledgee, if a request is received from the pledgee or through an order of a competent court and on receipt of such indemnification as Management Company or Trustee may require.
- 16.4.13 The valuation and pricing of the Fund Property will be in accordance with the Regulations and as specified in this Trust Deed or Offering Document of the Scheme. In respect of investments held in foreign currencies, the same will be translated in Pakistan Rupees using, the closing buying spot rates declared by State Bank of Pakistan and any change thereof shall be disclosed in financial statements of the Scheme.
- 16.4.14 The Management Company shall ensure that no entry and exit from the Scheme (including redemption and re-issuance of Units to the same Unit Holders on different NAVs) shall be allowed other than the following manners, unless permitted otherwise by the Commission under the Regulations:
- (a) cash settled transaction based on the formal issuance and redemption requests.
 - (b) net off issuance and redemption transaction at same Net Asset Value when redemption request is ready to disburse and rank at the top in the list of pending redemption requests (if any).

17 DEALING, SUSPENSION, AND DEFERRAL OF DEALING

17.1 Change in the method of dealing

Subject to compliance with Regulation and under the circumstances mentioned in the Offering Document (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. Such approval shall not be unreasonably withheld.

A permanent change in the method of dealing shall be made after expiry of one month's notice to Unit Holders and with the approval of Trustee.

17.2 Suspension of Issue or Redemption of Units

17.2.1 **Deferral/Suspension of issue of Units:** The Management Company may at any time suspend or defer the issue of fresh Units if in its opinion the total number or any one request for fresh issue of Units is so large that investing the funds would take some time and be contrary to the interests of the present Unit Holders. In this case the Management Company may at its discretion accept certain request for fresh issue of Units and may defer part or all of certain request for fresh issue of Units and issue only a limited number of fresh Units. The Units that are issued on a deferred basis, sometime after the request for fresh issue of Units has been received, will be issued at the Offer Price prevailing on the date of such issue.

17.2.2 The Management Company may also suspend the issue of Units in exceptional circumstances at any time for an indefinite period as provided in 17.2.7 below.

17.2.3 Suspension of Issue of Units may however not affect existing subscribers, the issue of bonus units as a result of dividend distribution or the option to receive dividends in the form of additional Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced.

17.2.4 The Management Company shall immediately notify the Commission and the Trustee if dealing in Units is suspended and shall also have the fact published, immediately following such decision, in any one of the newspapers in which the Fund's prices are normally published.

17.2.5 Suspensions of Issuance of Units shall end on the day following the first Business Day on which the conditions giving rise to the suspension shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension is authorized under the Deed exists. In case of end of suspension, the Management Company shall immediately notify the Commission and the Trustee and publish the same in news paper in which prices of the Fund are normally published.

17.2.6 Refusal to accept fresh issue/account opening request:

The Management Company or the Distribution Company may at any time refuse to accept a request for account opening/fresh issue of Units in any of the following cases:

- a. In case the application for account opening/fresh issue request is contrary to the "Know-Your-Customer" rules or any other money laundering rules that the Fund may be subject to or that the Management Company may frame for self regulation.
- b. In case the request for account opening/fresh issue of Units is contrary to the rules of the foreign jurisdiction that the Fund or the investor may be subject to or if accepting the request may subject the Fund or the Management Company to additional regulation under the foreign jurisdiction.
- c. If, in the opinion of the Management Company, moneys received for purchase of Units of the Fund are associated with moneys derived from illegal activities
- d. In case of suspension of redemption of Units, the Management Company shall also suspend issuance of fresh Units of the Scheme until the redemption of Units is resumed.

17.2.7 **Suspension or deferral of redemption of Units:** The redemption of Units may be suspended or deferred during exceptional circumstances, after having regard to the interests of Unit Holder and with prior approval of Board of Directors of Management Company. In such a case, the Management Company shall immediately notify the Commission and Trustee and it shall also publish a notice in this regard immediately following such decision in the newspaper in which the Scheme's Offer and Redemption Prices are normally published. The exceptional circumstances may include:

- (a) War (declared or otherwise), natural disasters, a major break down in law and order, breakdown of the communication system, closure of the banking system, computer breakdown or strikes or other events that render the Management Company or the Distributors unable to function;
- (b) the existence of a state of affairs or force majeure which, in the opinion of the Management Company, constitutes an emergency, as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interest of the Fund or of the Unit Holders;
- (c) Any breakdown in the means of communication normally employed in determining the price of any Investment or the current price thereof on any Stock Exchange or when for any reason the price of any such Investment cannot be promptly and accurately ascertained;
- (d) Any period when remittance of money which will or may be involved in the realization of such Investment or in the payment for such Investment cannot in the opinion of the Management Company be carried out in reasonable time;
- (e) If the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem or continue to redeem Units at a price ascertained on the basis of the Net Asset Value;
- (f) Any period when the Stock Exchange on which any of the Investment for the time being is listed or dealt in is closed or when dealings in such Investment are restricted or suspended;
- (g) Extraordinary circumstances including closure of one or more Banks, in which the Fund's Bank Accounts are maintained.

17.2.8 The Management Company shall formally forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within 24 hours of the receipt of such requests.

17.2.9 Suspension of Redemption of Units shall end on the day following the first Business Day on which the conditions giving rise to the suspension shall, in the opinion of the Management Company, have ceased to exist and no other condition, under which suspension is authorized under the Deed, exists. In case end of suspension, the Management Company shall immediately notify the Commission and the Trustee and publish the same daily news paper in which the Fund's prices are normally published.

17.2.10 The Management shall ensure that in case of suspension of redemption of Units of the Scheme due to extra ordinary circumstances, the issuance of fresh Units shall also be kept suspended until and unless redemption of Units is resumed.

17.3 Queue System

17.3.1 In the event redemption requests on any Dealing Day exceed ten (10%) percent of the Units outstanding, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for up to ten (10) percent of the Units outstanding.

17.3.2 The Management Company shall proceed to sell adequate assets of the Fund and/ or arrange borrowing as it deems fit in the best interest of the Unit Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action.

17.3.3 The requests in excess of the ten (10) percent shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests.

17.3.4 If the carried over requests and the fresh requests received on the next Dealing Day still exceed ten (10) percent of the Units outstanding, these shall once again be treated on first-come-first served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten (10) percent of the Units then outstanding.

17.4 Winding up in view of major redemptions: In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Fund, as per the Regulations, under intimation to the Commission and the Trustee. In such an event, the queue system, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the Final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.

17.5 Winding up of the Trust

- 17.5.1 The Management Company shall give at least three months notice to Unit Holders under prior intimation to the Commission and Trustee, and shall disclose the grounds of its decision to terminate the Fund. The Management Company may announce winding up of the Fund without any advance notice to the Unit Holders, but under intimation to the Trustee and the Commission in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Fund Property to meet such redemptions would jeopardize the interests of the remaining Unit Holders and that it would be in the best interest of all the Unit Holders that the Trust be wound up.
- 17.5.2 In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.
- 17.5.3 The Trust may also be terminated by the Commission on the grounds given in the Rules and Regulations
- 17.5.4 This Deed may be terminated in accordance with the conditions specified in the Rules and Regulations. If there is a material breach of the provisions of this Trust Deed or other agreement or arrangement entered into between the Trustee and Management Company regarding the Unit Trust.
- 17.5.5 Upon the Trust being terminated the Management Company shall suspend the Sale and Redemption of Units forthwith and proceed to sell all the Investments then remaining in the hands of the Trustee as part of the Fund Property and shall repay any borrowing affected by Trust together with any markup or profit remaining unpaid. Provided however, if there is a shortfall, neither the Management Company nor the Trustee shall be liable for the same.
- 17.5.6 The Trustee on the recommendation of the Management Company shall from time to time distribute to the Unit Holders pro rata to the number of Units held by them respectively all net cash proceeds derived from the realization of the Fund Property after making payments as mentioned in clause 17.4.5 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands,

18 FEES AND CHARGES

18.1 Front End Load / Back end Load

- 18.1.1 The Front end Load and Back end Load cumulatively shall not exceed five percent (5%) of Net Asset Value. The remuneration of Distribution Companies and Investment Facilitators shall be paid exclusively from any Front-end Load received by the Trustee and no charges shall be made against the Fund Property or the Distribution Account in this respect. If the Front-end Load received by the Trustee is insufficient to pay the remuneration of the Distribution Companies and Investment Facilitators, the Management Company shall pay to the Trustee the amount necessary to pay in full such remuneration. The Back-end Load shall form part of Fund Property.

18.2 Remuneration of the Management Company

- 18.2.1 The Management Company shall be entitled to an accrued remuneration equal to an amount not exceeding three percent of the average annual Net Assets of the Scheme and is paid in arrears on monthly basis during the first five years of existence of the Scheme and thereafter an amount equal to two per cent of Net Assets or such other amount as may be specified by the Commission. The current level of management fee shall be disclosed in the Offering Document of the Fund.
- 18.2.2 The remuneration due to the Management Company shall be calculated and accrued on a daily basis but paid in arrears on monthly basis.
- 18.2.3 In consideration of the foregoing, and save as aforesaid, Management Company shall be responsible for the payment of all expenses incurred by it from time to time in connection with its responsibilities as the asset management company to the Fund. The Management Company shall not make any charge against the Unit Holders or against the Fund Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and the Trust Deed to be payable out of Fund Property.

18.2.4 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provision of this Trust Deed, the Offering Document and the Regulations.

18.2.5 The remuneration shall begin to accrue from the first day subsequent to the close of Initial Offer. In respect of any period other than a full Accounting Period, such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in the accounting period concerned.

18.3 Remuneration of the Trustee

18.3.1 The Trustee shall be entitled to a monthly remuneration out of the Fund Property based on an annual tariff of charges annexed hereto (Annexure "C"), which shall be applied to the average daily Net Assets during such calendar month.

18.3.2 The remuneration shall begin to accrue from the first day subsequent to the close of Initial Offer. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days in the calendar month concerned.

18.3.3 Such remuneration shall be paid to the Trustee in arrears within thirty Business Days after the end of each calendar month.

18.3.4 In consideration of the foregoing, and save as aforesaid, the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Unit Holders or against the Fund Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Fund Property under the provisions of the Regulations, this Deed and the Offering Document.

18.3.5 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management, provided in accordance with the provisions of this Deed

18.3.6 Any increase in the remuneration of the Trustee agreed by the Management Company shall require the approval of the Commission. However any decrease in the remuneration of the Trustee shall not require approval of the Commission.

18.3.7 The Trustee shall however not make any further material charge against the Unit Holders nor against the Fund Property nor against the Distribution Account for its services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Regulations and the Deed to be payable out of Fund Property.

18.4 Formation Costs

18.4.1 All expenses incurred in connection with incorporation, establishment and registration of collective investment scheme shall be borne by the Management Company and shall be reimbursable to the Management Company by the Fund (subject to the audit of such expenses).

18.4.2 Formation Cost will be amortized over a period not less than five years or within the maturity date of the Scheme.

18.4.3 The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed.

18.4.4 Formation Cost shall be charged to the Scheme and shall not exceed one (1%) percent of Pre-IPO Capital or five million rupees, whichever is lower.

18.5 PROCESSING CHARGES FOR TRANSFER OF UNITS

18.5.1 Transfer of Units from one Holder to another shall be subject to a processing charge of an amount not exceeding one percent of the Net Asset Value at the date the request is lodged, which shall be recovered from the transferee and shall be part of the Fund Property. However, the processing charge shall not be payable by successors in the case of inheritance or distribution of the estate of a deceased Unit Holder.

18.6 Other Fees and Charges Payable out of the Property of the Fund

The following charges shall be payable out of the Fund Property

- (a) remuneration of the Management Company ;
- (b) remuneration of both Trustee or Custodian ;
- (c) listing fee payable to the Stock Exchange(s) including renewals;
- (d) charges and levies of Stock Exchange(s), national clearing and settlement company and central depository company;
- (e) rating fee for the Scheme payable to approved rating agency;
- (f) Auditors' fees and out of pocket expense billed by them ;
- (g) fees payable to the Commission;
- (h) Formation Cost;
- (i) brokerage and Transaction Costs related to investing and disinvesting of the assets of the Scheme;
- (j) expenses incurred by Trustee in effecting registration of all registerable assets in the name of the Trustee;
- (k) legal and related costs incurred in protecting or enhancing the interests of the Unit Holders of the Scheme;
- (l) Bank charges and borrowing and financial costs;
- (m) hedging costs including forward cover, forward purchase or option purchase costs;
- (n) printing costs and related expenses for issuing the Scheme's quarterly, half-yearly and annual reports;
- (o) taxes, fees, duties and other charges applicable to the Scheme on its income or its properties, including taxes, fees, duties and other charges levied by foreign jurisdiction on investments outside Pakistan;
- (p) any other expenses or charge as may be allowed by the Commission. For avoidance of doubt, it is clarified that the Shariah Advisory fee shall be paid by the Management Company and shall not be charged to the Scheme;
- (q) Any amount which the Shariah Advisor may declare to be Haram and to be paid to Charity in accordance with the decision of the Shariah Advisor; and
- (r) Expenses associated with one time advertisement cost for launching of Schemes as per Regulations.

19 TRANSACTIONS WITH CONNECTED PERSONS

- 19.1** The Fund Property shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five per cent (5%) of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent (10%) of those securities collectively.
- 19.2** The Management Company on behalf of the Scheme shall not without the prior approval of its Board of Directors and the consent of Trustee in writing, purchase from, or sell to, any securities to Connected Person or employee of the Management Company.
- 19.3** The Management Company on behalf of the Scheme shall not take Exposure of more than 10% of Net Assets of the Scheme in listed group companies of the Management Company and such Exposure shall only be made through the secondary market.
- 19.4** All transaction with Connected Person carried out by the Management Company on behalf of the Scheme shall be in accordance with the provision of the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.
- 19.5** Cash forming part of the property of the Scheme may be placed as deposits with the Trustee or an institution licensed to accept deposits.
- 19.6** Money shall be borrowed from the Financial Institutions provided that the charges are not higher than the normal bank charges.

20 DISTRIBUTION POLICY, DETERMINATION OF DISTRIBUTABLE INCOME AND DATE OF DISTRIBUTION

- 20.1** The Fund shall distribute annually an amount that is required under the tax laws and other regulations in force including Rules & Regulations and that may be beneficial for its Unit Holders. The entire amount available for distribution may be distributed as cash dividend, bonus, partially cash/bonus or in any other form acceptable to the Commission that may qualify under the tax laws. The Fund will comply with regulatory and taxation requirement and the distribution policy may be amended accordingly.

20.2 The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date whether to distribute among Unit Holders, profits, if any, available for the distribution at the end of the Accounting Period, and shall advise the Trustee of the rate of such distribution per Unit.

20.3 The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company after consulting the Auditors and shall be the sum total of:

- (a) The total income earned on the Fund Property during such Accounting Period including all amounts received in respect of mark-up, profit and fee
- (b) Whole or part of the net realized appreciation.
- (c) From the above amounts shall be deducted expenses and such other adjustment as the Management Company may determine in consultation with the Auditors.
- (d) Any amount which the Shariah Advisor may declare to be Haram and to be paid to Charity in accordance with the decision of the Shariah Advisor.

20.4 The proceeds of sales of rights and all other receipts deemed by the Management Company after consulting the Auditors to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund Property, provided that such amounts out of the sale proceeds of the Investments and out of the sale proceeds of the rights, bonus shares and all other receipts as deemed by the Management Company after consulting the Auditors to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee and shall thereafter cease to form part of the Fund Property once transferred to the Distribution Account.

20.5 The income qualifying for distribution in respect of the relevant period shall be ascertained by deducting all such expenses and costs as mentioned in Clause 18 above.

20.6 The income qualifying for distribution in respect of the relevant period may be adjusted as under:

- (a) deduction of a sum by way of adjustment to allow for effect of purchase of shares or any of the Investments cum dividend, profit or mark-up;
- (b) adjustment if considered necessary by the Management Company to reflect the diminution in value of Fund Property in consultation with the Trustee.
- (c) addition of a sum representing amounts included in the price of Units for income accrued upto to the date of issue and deduction of a sum representing income distributed upon redemption of Units during the relevant period.

20.7 The Management Company may also distribute an amount, through cash dividend, bonus, partially cash/bonus or in any other form acceptable to the Commission, for an interim period that is not a full month / Accounting Period.

20.8 Distribution Policy and Date of Distribution

20.8.1 The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date whether to distribute among Unit Holders, profits, either in form of bonus Units or cash dividend, if any, available for the distribution at the end of the Accounting Period or such other interim period as decided by the Management Company, and shall advise the Trustee of the amount of such distribution per Unit. The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.

20.8.2 In case of cash dividend, for each profit distribution the Management Company shall instruct the Trustee to transfer such amount of cash as required to effect such distribution to the Distribution Account. The amount standing to the credit of the Distribution Account shall not for any purposes of this Deed be treated as part of the Fund Property but shall be held by the Trustee upon trust to distribute the same as herein provided. However, any amount standing to the credit of the Distribution Account being profit would be treated as Fund Property and would be transferred to the Fund's Bank Account.

20.8.3 After the fixation of the rate of distribution per Unit, distribution payments shall be made by the Trustee through transfer to the Unit Holders' designated Bank Accounts as mentioned in the Investor Account Opening Form to be prescribed in the Offering Document or through any other mode(s) of payment and such payment shall be subject to the Regulations.

- 20.8.4 Before making any distribution payment (such as bonus units, cash dividend etc.) in respect of a Unit the Trustee or the Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Unit Holders the certificate/ advice in respect of such deductions in the prescribed form or in a form approved by the concerned authorities.
- 20.8.5 The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option and no load shall be charged.
- 20.8.6 In case of distribution in the form of bonus Units on each distribution date the Management Company shall determine the amount available for distribution as bonus Units and inform the Trustee of the same.
- 20.8.7 After the fixation of rate of bonus entitlement per Unit, the Management Company shall instruct the Registrar to credit the respective Unit Holders' accounts with the designated number of Units calculated on the basis of the rate of distribution determined above against the number of Units held by them on the date of Register Closure.
- 20.8.8 The Management Company shall give the Unit Holder(s) the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to encash bonus Units. In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the ex-dividend NAV as calculated on the Dealing Day immediately preceding the first day of the book closure announced for such purpose and proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units. No Back-end Load will be charged upon redemption of bonus units.
- 20.8.9 The Unit Holders shall be entitled to change such options. Details are given in the Offering Document.
- 20.8.10 Where Units are placed under pledge/ lien the payment of dividends will be made in accordance with Clause 37 of this Deed.

21 ANNUAL ACCOUNTING PERIOD

- 21.1** The Annual Accounting Period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 21.2** Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Management Company may, with the consent of the Trustee and under intimation to the Commission, change such date to any other date.
- 21.3** Accounting Period shall be the period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the any amount is first paid or transferred to the Fund Property and in any other case from the next day of the end of the preceding Accounting Period.

22 AUDIT

- 22.1** The first Auditors of the Scheme shall be A. F. Ferguson. Thereafter, the Management Company shall, with the consent of the Trustee, appoint as Auditor a firm of chartered accountants who shall be independent of the auditor of the Management Company and the Trustee and such Auditor shall not be appointed for more than five consecutive years. The Management Company may at any time, with the concurrence of the Trustee, and shall, if directed by the Commission, remove the Auditors and appoint other Auditors in their place.
- 22.2** The Auditors shall have access to the books, papers, accounts, vouchers and other records of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Registrar or elsewhere and shall be entitled to require from the Management Company, the Trustee and their directors, officers and agents, such information and explanations as considered necessary for the performance of audit.
- 22.3** The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company and considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.

22.4 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet and income and expenditure account and on every other document forming part of the balance sheet and income and expenditure account, including notes, statements or schedules appended thereto.

22.5 The contents of the Auditors report shall be as required in the Regulations.

23 BASE CURRENCY

23.1 The base currency of the Fund shall be Pakistani Rupee; it being clarified, however, that the Authorized Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other foreign currency.

24 ADMINISTRATIVE ARRANGEMENTS

24.1 The Management Company, with the consent of the Trustee and approval of the Commission, may offer different Administrative Arrangements.

24.2 Details of any Administrative Arrangement as and when introduced by the Management Company shall be detailed out in the Supplemental Offering Document(s) of the Fund.

24.3 Units issued under any Administrative Arrangement shall rank pari passu as to the Net Assets, earnings and receipt of the dividend or distribution of respective Collective Investment Schemes managed by the Management Company.

24.4 The Management Company shall give a prior notice of at least 7 days to the Unit Holders and the Trustee, before the launch of any Administrative Arrangement(s).

24.5 Certificates representing Units purchased under this Administrative Arrangement shall not be issued.

24.6 In the event any changes are introduced in the Administrative Arrangements after existing Unit Holders have made an initial investment in the Administrative Arrangements, the existing Unit Holders shall be given a prior notice of at least 30 days to comply with the changes. Any subsequent investments shall be in accordance with any changes so made.

24.7 In the event of winding up of the HBL Islamic Money Market Fund, the Administrative Arrangement shall be discontinued and the Units standing to the credit of the Unit Holders shall be dealt with in the same manner the rest of the Units in the Scheme.

25 MODIFICATION OF THE TRUST DEED

25.1 The Trustee and the Management Company acting together shall be entitled by deed supplemental hereto to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject only to the approval of the Commission. Provided that, the Trustee and the Management Company shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules/Regulations or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Deed to be more efficiently, conveniently or economically managed or to enable the Units to be dealt in or quoted on Stock Exchange or otherwise for the benefit of the Unit Holder(s) and that it does not prejudice the interests of the Unit Holder(s) or any of them or operate to release the Trustee or the Management Company from any responsibility to the Unit Holder(s).

25.2 The amended or supplemented Deed shall be binding on the Unit Holder(s) from the date of such amended or supplemented Deed. Where this Deed has been amended or supplemented, the Management Company shall notify the Unit Holders immediately.

25.3 The Management Company may, from time to time, with the consent of the Trustee frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such procedures are not inconsistent with the provisions of the Rules / Regulations, this Deed or the Offering Document.

25.4 If the Commission modifies the Rules or Regulations to allow any relaxations or exemptions, these will be deemed to have been included in this Trust Deed without requiring any modification as such.

25.5 If at any time, any Clause of this Deed becomes in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Deed hereof, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

26 DISTRIBUTION OF LIQUIDATION PROCEEDS

26.1 Upon the Trust being terminated the Management Company shall suspend the Sale and Redemption of Units forthwith and proceed to sell all Investments then remaining in the hands of the Trustee as part of the Fund Property and shall repay any borrowing affected by the Trust together with any markup or profit remaining unpaid. The Trustee shall however not be liable if the sale proceeds of the Investments fall short of the amount(s) borrowed on account of the Fund and/or any profit or markup thereon.

26.2 The Trustee on the recommendation of the Management Company shall from time to time distribute to the Unit Holders pro rata to the number of Units held by them respectively all net cash proceeds derived from the realization of the Fund Property after making payments as mentioned in Clause 25.1 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands. In case of any deficit, the Trustee or the Management Company shall not be liable to contribute towards the same. However, if there is any surplus out of the sum so retained by the Trustee, the same shall be distributed ratably amongst the Unit Holders.

26.3 In case the Trust is terminated by the Commission on the grounds given in the Regulations, the Commission may appoint a liquidator in consultation with the Trustee.

26.4 In case of cancellation of registration, the Management Company shall revoke the Scheme and refund the proceeds to the Unit Holders in such manner and within such time as may be specified by the Commission.

26.5 Notwithstanding anything contained in any other provision, where in the opinion of the Commission or the Management Company any delay in the revocation of the Scheme is detrimental to the interest of the Unit Holders, or the market generally, the Commission may direct the immediate revocation of the Scheme without first canceling the registration or providing an opportunity of being heard to the Management Company in such manner and within such time as may be specified by the Commission.

27 TRANSACTIONS RELATING TO INVESTORS (UNIT HOLDERS)

27.1 The Management Company shall advise the Trustee on a daily basis of the details of amounts to be paid to respective Unit Holders against redemption requests and/ or dividend payments, if any. Such payments shall be effected by the Trustee out of the accounts of the Fund by way of transfer of the appropriate amounts to the designated Bank Accounts of the Unit Holders or by dispatch of Instruments/ dividend cheque / warrants / advice to the Unit Holders by registered post/ courier at their respective addresses. Such dispatch shall constitute discharge of the Management Company and the Trustee in respect of such payment.

27.2 The Management Company may make arrangements through branches of banks to facilitate issuance and redemption of Units of the Unit Trust. A request for purchase of Units may also be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities upon satisfaction of the Trustee. A request for redemption of Units may also be made through the ATM facility only when the relevant bank(s)/branch(s) have been instructed by the Management Company to accept Unit Holders' requests to redeem the Units. The Trustee shall agree to such arrangements after satisfying itself in respect of all appropriate safeguards having been taken without incurring any liability for additional risks involved.

27.3 The Management Company shall, from time to time, advise the Trustee of the dividend distribution for the Unit Trust. The Trustee may establish a separate Bank Account for dividend distribution and transfer the amount payable as cash dividend to such Account after deducting such Taxes and Zakat as may be required under the law.

27.4 The Trustee shall pay to the Management Company's, upon instruction of Management Company, sums of Front end Load and/or other recoveries that are allowed as per the Constitutive Documents and the Regulations.

27.5 Without prejudice to the foregoing, and subject to any law for the time being in force, the Trustee shall endeavor to ensure and employ prudent practices to ensure that information pertaining to Fund Property, such as, but not restricted to, Investments made, list of Unit Holders etc., is not compromised, disclosed

or provided to any third party without express consent of the Management Company or otherwise if required by any court or by the Commission or any other regulatory authority.

27.6 Where any loss is caused to the Fund Property or to the Management Company due to Trustee's failure to comply with terms of this Deed, owing to its negligence, the Trustee shall make good that loss by depositing a sum equivalent to the loss in the Fund Property or making payment to the Management Company, as the case may be.

27.7 Where any loss is caused to the Fund Property or to the Trustee due to Management Company's failure to comply with terms of this Deed, owing to its negligence, the Management Company shall make good that loss by depositing a sum equivalent to the loss in the Fund Property or making payment to the Trustee, as the case may be.

28 TRANSACTIONS RELATING TO INVESTMENT ACTIVITY/PORTFOLIO MANAGEMENT

28.1 The Trustee shall ensure that where pertinent, payments for investments are made against delivery and vice versa, unless specified otherwise.

28.2 The Trustee shall promptly forward to the Management Company any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust Funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock or other exchange or any other party having any connection with the transaction.

28.3 The Trustee shall also, if so required by the nature of such notices or documents mentioned in the foregoing clause, act, with the consent of the Management Company in a manner that is in the best interest of the Unit Trust. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs and expenses (including reasonable legal fees) incurred from the Unit Trust, as provided in clause 9.8 above.

28.4 The Management Company shall, from time to time, instruct the Trustee of the settlement instructions relating to any investment / dis-investment transactions entered into by it on behalf of the Unit Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions. The Management Company shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction, subject to the Regulation, the Offering Document and this Deed.

28.5 The Management Company shall intimate the Trustee with regard to dividends, other forms of income or inflows, and any rights or warrants relating to the Investments that are due to be received. Further, the Trustee shall also report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.

28.6 The Trustee shall provide proxies or other forms of powers of attorney to the order of the Management Company with regard to any voting rights attaching to any investment.

29 VOTING RIGHTS ON FUND PROPERTY

29.1 All rights of voting attached to any Fund Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be the best interests of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.

29.2 The Trustee shall, upon written request by the Management Company, at the expense of the Fund, from time to time, execute and deliver or cause to be executed and delivered to the Management Company or their nominees, powers of attorney or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any Investment in such form and in favor of such persons as the Management Company may require in writing.

29.3 The word "vote" used in this sub-Section shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

29.4 The Trustee shall forward to the Management Company in a timely manner all notices of meetings and all reports and circulars received by the Trustee as the registered holder of any Investment.

30 UNITS

30.1 Irrespective of the different classes of Units as set out in this Clause, all Units issued from time to time shall rank pari passu inter se and shall have such rights as are set out in this Deed and the Offering Document HBL Islamic Money Market Fund is divided into Units having a Par Value of Rs. 100.

30.2 Units of the Fund have the following characteristics

- (a) **Minimum Investment:** The Management Company may from time to time amend the minimum amount of initial investment, after giving fourteen (14) days prior notice to the Unit Holders that is required for opening an account with the Registrar. Details regarding minimum investment to open an account and subsequent investment will be specified in Offering Document of the Fund.
- (b) **Front End Load:** as per details given in the Offering Document
- (c) **Back End Load:** as per details given in the Offering Document
- (d) **Distribution Method:** These Units will be entitled to get Bonus Units or Cash dividend as or partly cash or dividend and Bonus Units decided by Management Company.

30.3 Cumulative Front-end Load and Back-end Load on a particular Unit would not exceed 5% of the Net Assets Value of the Unit.

30.4 Certain Unit Holders may authorize the Management Company to re-invest any cash distributions from the Fund into additional Units of the Fund provided such Unit Holder has to opt for such an arrangement at the time of applying for the Units or request the Registrar in writing prior to declaration of the distribution of any relevant period.

30.5 The Management Company may issue various classes of Units as specified in the Offering Document.

The Management Company may apply different Front-end Load and Back-end Load for different class of Units as disclosed in the Offering Document of the Fund.

30.6 The Units of the Fund rank pari passu with each other. For the convenience of investors, the Management Company may issue Units with different options as to the Administrative Arrangements.

30.7 The Units issued with differing options may have differing quantum of Front-end Load added to the Net Asset Value for determining the Offering Price thereof and differing levels of Back-end Load deducted for determining the Repurchase Price, which shall be disclosed in the Offering Document.

30.8 Units shall be accounted for in fractions up to four decimal places, with the fifth decimal being rounded up if it has a value of five or higher.

30.9 Statements shall be sent to the Unit Holders at their designated addresses after the close of every year. The Unit Holders may obtain more frequent statements by paying a nominal fee representing the costs involved.

30.10 Unit Holders may obtain Certificates representing the Units they hold by paying a nominal fee that might be imposed by the Management Company representing the costs involved. However in such cases, requests for redemption, transfer or transmission of Units shall be processed only on the production of the Certificates. In the event of loss or defacing of Certificates, the process shall be carried out subject to appropriate safeguards to the satisfaction of the Registrar. Certificates shall not be issued under certain plans governed by Supplemental Offering Documents.

30.11 The Management Company reserves the right to alter the minimum amounts stated herein above at its discretion after giving fourteen (14) days prior notice to the Unit Holders. In the event the investment in any investor's account falls below the minimum level as a result of revised limits, redemption, transfer or transmission, the Management Company may instruct the Registrar to either change the account/units to another type or to close such account by redeeming the Units in such accounts at the close of any accounting period at the price applicable to redemptions on such date.

- 30.12** Notwithstanding anything stated above, there will be no Front-end or Back-end Load on Units subscribed by the Core Investors.
- 30.13** Core Units subscribed by the Core Investors shall be offered and issued at the Par Value. Rupees Fifty Million from that shall not be redeemable for a period of two years from the date of issue. However, a mention of such restriction and its termination date shall be entered into the Register and shall be noted on any account statement, Certificates or transfer instrument issued in respect of such Units.
- 30.14** Units offered and issued during the Initial Period of Offer shall be issued at the Initial Price. The offer and issue of Units during the Initial Period of Offer shall remain open during the period specified in the Offering Document.
- 30.15** After the Initial Offer, the Offer Price shall be determined from time to time pursuant to Clause 16.1 of this Deed.
- 30.16** The Management Company may list the Units of the Fund on Stock Exchanges in Pakistan and subject to compliance with legal requirements, in any foreign jurisdiction.
- 30.17** The Management Company may at any time with the approval of the Trustee and the Commission on giving not less than twenty-one days notice in writing to each Unit Holder subdivide or consolidate the whole or any part of the Units and the Unit Holder shall be bound accordingly. The Management Company shall require in such notice that each Unit Holder to whom Certificates have been issued, (who shall be bound accordingly) deliver up his Certificates for endorsement or enfacement with the number of Units to be represented thereby as a result of such sub-division or consolidation; provided that any delay or failure to deliver up the Certificates shall not delay or otherwise affect any such sub-division or consolidation. Such information shall be published in at least two daily newspapers having wide circulation in the country.
- 30.18** The Management Company may issue different types of Units to Investors. Details of different types of Units shall be provided in the Offering Document.

31 PURCHASE (OFFER) OF UNITS

- 31.1** The Management Company shall be responsible for obtaining all requisite consents and approval(s) for the purchase (offer) and issue of Units and for the issue, publication or circulation of the Offering Document.
- 31.2** Except as provided herein the Units shall be offered through the authorized offices or branches of the Distributors on all Dealing Days.
- 31.3** Application for Purchase of Units shall be made by completing the prescribed Purchase of units application Form and submitting it to the Authorized Branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order, debit card, credit card etc as the case may be in favor of the "CDC-Trustee HBL Islamic Money Market Fund" and crossed "Account Payee only". Such Forms have to be submitted within the Cut off Time for receiving applications on the Dealing Days.
- 31.4** A request for purchase of Units may also be made through the use of electronic means such as Internet or ATM facilities or Debit Card or Credit Card facilities, the arrangements for which would be decided amongst the Management Company and Trustee from time to time.
- 31.5** Each Unit Holder shall be liable to pay the aggregate Purchase (Offer) Price of the Units subscribed by him together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges, levies etc payable in connection with the purchase of such Units and no further liability shall be imposed on him in respect of any Units held by him. The Units shall be issued in fractions up to four decimal points, only against receipt of full payment.
- 31.6** An application for purchase of Units shall be deemed to have been made in accordance with the provisions of the Offering Document, if such document prescribes automatic issuance of Units under certain circumstances.

32 PURCHASE (OFFER) AND REPURCHASE (REDEMPTION) OF UNITS OUTSIDE PAKISTAN

- 32.1** Subject to exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the Management Company for the purchase (offer) of Units to person(s) not resident in Pakistan or for delivery in any country outside Pakistan, the price at which such Units

may be issued may, at the discretion of the Management Company, include in addition to the Purchase (Offer) price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of Certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility. However the addition would be disclosed to the Unit Holders through website and to the Trustee in writing.

32.2 In the event that the Repurchase Price for Units shall be paid in any Country outside Pakistan, the price at which such Units may be redeemed may at the discretion of the Management Company include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company, nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time. However the addition would be disclosed to the Unit Holders through website and to the Trustee in writing.

32.3 The currency of transaction of the Units of the Trust is Pakistani Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the Purchase or Redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising there from.

33 REGISTER OF UNIT HOLDERS

33.1 A Register shall be maintained by the Registrar at such a place as is arrangement of the Management Company. The Management Company shall ensure that the Registrar shall comply with all relevant provisions of this Deed and the Regulations.

33.2 The Register may be maintained in electronic form provided the Registrar and the Management Company have made sufficient provision for back-up of the Register.

33.3 The Management Company shall ensure that the Registrar shall at all reasonable times during Business Hours give the Trustee and its representatives access to the Register and to all subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without charge but neither the Trustee nor its representatives shall be entitled to remove the Register or to make any entries therein or alterations thereto.

33.4 The Registrar shall, within seven Business Days of receiving a written request from any Unit Holder(s), post (or send by courier or through electronic or any other means) to such Unit Holder(s) details of such Unit Holder's account in the Register. Such service shall be provided free of charge to any Unit Holder requesting so once in any Financial Year. The Management Company may prescribe reasonable charges for servicing of any additional request.

33.5 The Register shall contain the following information:

- (a) Full name, father's/husband's name and addresses of Unit Holder(s) and joint Unit Holder(s)
- (b) Computerized National Identity Card Number and/or passport number (if applicable)
- (c) The number and type of the Units held and the distinctive numbers of Certificate(s), if any
- (d) The date on which the name of every Unit Holder was entered in respect of the Units standing in his name
- (e) The date on which any Transfer or Redemption is registered
- (f) Information about lien, Pledge or charge on Units
- (g) Tax and Zakat status of the Unit Holder(s)
- (h) Record of the signature of the Unit Holder(s)
- (i) Nominees of the Unit Holder(s) and
- (j) Such other information as Management Company may require

33.6 The Register shall be conclusive evidence as to the title of each Holder to the Units and the number of Units held by each Unit Holder.

33.7 Any change of name or address of any Unit Holder shall forthwith be notified in writing to the Registrar, who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name, the surrender of any Certificate(s) previously issued to such Unit Holder(s) and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall, if requested, issue new Certificate(s) to such Unit Holder(s).

- 33.8** The Registrar shall not register more than four (4) joint Holders for a Unit. In case of death of any one of the Joint Holders the survivor or survivors shall be the only person(s) recognized by the Trustee as having any title to or interest in the Units held by the joint Holders. Provided however, the Registrar or the Trustee may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary.
- 33.9** A body corporate may be registered as a Unit Holder or as one of joint Unit Holders.
- 33.10** The Register may be closed with intimation to the Trustee for not more than six (6) working days at a time as the Management Company may from time to time required and after giving at least seven days notice to Unit Holder(s), provided that it is not closed for more than forty-five days in any calendar year.
- 33.11** The Unit Holder shall be the only person to be recognized by the Trustee, the Management Company and the Registrar as having any right, title or interest in or to such Units and the Trustee, the Management Company and the Registrar may recognize the Unit Holders as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust except where required by any court of competent jurisdiction. However, the Management Company may authorize the Registrar to record a lien on any or all Units held by Unit Holders in favor of a third party at the request of such Unit Holders or joint Unit Holders as the case may be.
- 33.12** The nominee(s), in case of nomination(s) and the executors or administrators or succession Unit Holder of deceased Unit Holder (not being one of several joint Unit Holders) and/or any other person directed by an appropriate court, shall be the only persons recognized by the Trustee and the Management Company as having title to the Units represented thereby.
- 33.13** In the event of the demise of the Holder, his/her executor or administrator or succession certificate holder of deceased Unit Holder (not being one of several Joint Unit Holders) shall be the only person recognized by the Trustee and the Management Company as having title to the Units represented thereby. However, the operation of the account within the Unit Holder Register of the Unit Holder will continue as per the mandate and authority given at the time of opening of the account through the Investor Account Opening Form. In the event of the demise of a joint Holder, the survivor shall be the only person recognized by the Trustee and the Management Company as having right, title or interest in or to the Units represented thereby, provided the Units are purchased on *either or survivor* basis.
- 33.14** Any person becoming entitled to a Unit in consequence of the death or bankruptcy of any sole Unit Holder(s) or of the survivor of Joint Unit Holders may subject as hereinafter provided upon producing such evidence as to his title as the Trustee shall think sufficient either be registered himself as Holder of such Unit upon giving the Trustee/Distributor such notice in writing of his desire or transfer such Unit to some other person. All the limitations, restrictions and provisions of this Deed relating to transfer shall be applicable to any such notice or transfer as if the death or bankruptcy had not occurred and such notice or transfer was a transfer executed by the Unit Holders. Provided however, the Management Company or the Trustee may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary. Provided however, the Management Company / Registrar may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary.
- 33.15** The Trustee shall retain any money payable in respect of any Unit of which any person is, under the provisions as to the transmission of Units hereinbefore contained, entitled to be registered as the Unit Holder(s) or which any person under those provisions is entitled to transfer, until such person shall be registered as the Holder of such Unit or shall duly transfer the same.
- 33.16** The Registrar shall, subject to any law in force, ensure at all times and shall endeavor to implement prudent practices to ensure that the Register or the information contained therein of all or any particular Unit Holder(s) is not provided to any third party without express permission from the Management Company or the Trustee or the Unit Holder(s) himself, unless any disclosure is required in compliance with any applicable laws, Regulations or where such disclosure is required by an appropriate court or competent authority.

34 ISSUANCE OF ACCOUNT STATEMENT AND CERTIFICATES

- 34.1** Upon being satisfied that the Offer Price for each Unit or fraction thereof has been received in full from the applicant, the Registrar shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Unit Holder(s). Units may be issued up to four decimal places.
- 34.2** Certificates shall be issued only if so requested by the Unit Holders at the time of application or at any later stage and upon payment of a fee to be set by Management Company together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate. The proceeds of such fee will accrue to the Management Company.
- 34.3** Certificates shall only be issued for Units that have been fully paid.
- 34.4** Certificates where requested shall be issued as herein provided not later than twenty-one Business Days after the date of such request. The Certificate may be sent to the principal account holder named first or his duly authorized nominee at his own risk by registered post or by courier service or may be collected by the Unit Holder(s) from the Distributor.
- 34.5** In the case of Units held jointly the Registrar shall not issue more than one Certificate for the Units held by such joint Unit Holders and delivery of such Certificate to the principal Account Holder named first therein shall constitute sufficient delivery to all joint Unit Holders. All payments required under this Deed (i.e. redemption and dividend) will be made to the first named joint Unit Holder.
- 34.6** Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name of Fund, name and address of the Management Company and the name of the Trustee, shall bear a distinctive serial number and shall specify the number of Units represented thereby and the name and address of the Unit Holders as appearing in the Register.
- 34.7** Certificates may be engraved or lithographed or printed as the Management Company may determine from time to time with the mutual agreement of the Trustee and shall be signed on behalf of the Trustee by duly authorized officer(s) of the Trustee and on behalf of the Management Company by duly authorized officer(s) of the Management Company. Every such signature shall be autographic unless there shall be for the time being in force an arrangement authorized by the Trustee adopting some lithographic or other mechanical method of signature in which event all or any of such signatures may be effected by the method so adopted. The Certificates shall also bear the signature of the authorized representative(s) of the Registrar, which shall always be autographic. No Certificate shall be of any force or effect until signed as herein above mentioned. Certificate so signed shall be valid and binding notwithstanding that before the date of delivery thereof the Trustee or the Management Company or the Registrar or any person whose signature appears thereon as a duly authorized signatory may have ceased to be the Trustee, Management Company, Registrar, Distributor or an authorized signatory.
- 34.8** Where the Units are in the form of book entry securities registered with the Central Depository Register of the Central Depository Company of Pakistan Limited, the issue of certification or receipt in lieu of physical Certificate or any other record shall be in accordance with the procedures laid down by the Central Depository Company of Pakistan Limited Regulations.

35 REPLACEMENT OF CERTIFICATES

- 35.1** Subject to the provisions of this Deed and in particular to the limitations of the denominations of Certificates as may be fixed by the Management Company and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every Unit Holder shall be entitled to exchange upon surrender of the existing Certificate any or all of his Certificates for one or more Certificates of such denominations as he may require which shall not be in excess of the aggregate number of units held by the investor.
- 35.2** In case any Certificate lost, stolen, mutilated, defaced or destroyed, the Registrar with the approval of the Management Company may issue to the person entitled new Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:
- (a) Returned the mutilated or defaced Certificate or furnished to the Distributor/ Registrar evidence satisfactory to the Management Company of the loss, theft or destruction of the original Certificate;
 - (b) Paid all expenses incurred in connection with the investigation of the facts and any notice to be issued in newspapers inviting any claim (if any) against the lost Certificate to be notified to the Management Company, Trustee or the Registrar; and
 - (c) Furnished such indemnity as the Management Company and the Trustee may require. Neither the Management Company, nor the Trustee or the Distributor the Registrar shall incur any liability for any action that they may take in good faith under the provision of this sub-clause. Provided further

that the Trustee and/or the Management Company may also require issuance of public notices in newspapers at the cost of the pertinent Unit Holder before issuing any new Certificate.

Provided further that the Management Company may also require issuance of public notices in newspapers at the cost of the pertinent Unit Holders before issuing any duplicate Certificates.

35.3 Before the issuing of any Certificate under the provision of sub-clause above, the Distributor/Registrar may require from the applicant for the Certificate the payment to it of a fee to be set by the Management Company from time to time together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

36 TRANSFER OF UNITS

36.1 Every Unit Holder(s) shall be entitled to transfer the Units held by him by an instrument in such form as the Management Company may prescribe from time to time.

36.2 Every instrument of transfer must be signed by both the transferor and the transferee and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof. The Management Company may make arrangements to accept transfer requests through electronic means upon satisfaction of the Trustee, provided the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof.

36.3 A Certificate shall be transferable only in its entirety.

36.4 Every instrument of transfer, must be duly completed in all respects including affixation of transfer stamps of the requisite value, if applicable. Where Certificates have been issued the Trustee may dispense with the production of any Certificate where the Certificate shall have become lost, stolen or destroyed subject to compliance by the transferor with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Deed or as required by the Registrar.

36.5 All instruments of transfer shall be retained by the Registrar subject to the following sub-clause.

36.6 The Registrar/Transfer Agent with the prior approval of the Management Company and the Trustee shall be entitled to destroy all instruments of transfer or the copies thereof as the case may be which have been registered at any time after the expiration of ten years from the date of registration thereof and all Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of six years from termination of the Trust. The Trustee or the Management Company or the Distributors or Registrar shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Distributors or Registrar that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Distributor or Registrar and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided always that:

- (a) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant;
- (b) Nothing in this sub-clause shall be construed as imposing upon the Trustee or the Management Company or the Distributor or Registrar any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (a) above are not fulfilled; and
- (c) Reference herein to the destruction of any document includes reference to the disposal thereof in any manner.

37 PLEDGE/LIEN OF UNITS

37.1 Any Unit Holder as per the Pledge Form to be prescribed in the Offering Document may request the Registrar to record a Pledge/Lien of all or any of his/their Units in favor of any third party legally entitled to invest in such Units in its own right. The Registrar shall register a lien on any Units in favor of any third party with the consent of the Management Company. Any charges, duties, levies etc applicable on such Pledge/Lien will be borne by the Pledgor.

37.2 The Pledge/Lien once registered shall be removed by the authority of the party in whose favor the Pledge/Lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Registrar, shall be liable for ensuring the validity of any such Pledge/Lien. The disbursement of any loan or undertaking of any obligation against the constitution of such Pledge/Lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company nor the Registrar takes any responsibility in this matter.

37.3 Payments of dividends or the issue of bonus Units and Redemption proceeds or any other benefits of the Units under Pledge/Lien shall be made to the Pledge/Lien Holder.

37.4 The lien on the pledged Units shall continue till such time it is released by the pledge/lien holder in writing under his signatures.

38 ARBITRATION

In the event of any disputes arising out of or in connection with this Trust Deed or Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed and/or the Offering Document and/ or the Supplemental Offering Document relating to the Fund, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst senior partners of renowned firms of chartered accountants, or senior partners of renowned law firms, or senior bankers or senior businessmen or senior executives. The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

39 CONFIDENTIALITY

The Trustee and the Management Company and every director or officer of the said parties who are in any way engaged in the business of the Fund and all persons employed or engaged by the said parties in connection with the business of the Fund shall observe strict confidentiality in respect of all transactions of the Fund, its Unit Holders and all matters relating thereto and shall not disclose any information or document which may come to his knowledge or possession in the discharge of his duties except when required to do so in the ordinary course of performance of his duties or by law or if compelled by any court of law or a competent authority.

40 MISCELLANEOUS

40.1 Any notice required to be served upon the Unit Holders may be deemed to have been duly given if sent by post or courier service to or left at his address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted. Notice sent by e-mail shall be deemed to have been served when the status of transmission is confirmed in the mail box. Provided that the Management Company may also at their discretion advertise the notice in newspapers.

40.2 The Management Company shall publish any such notice in two leading daily newspapers in Pakistan having wide circulation in the country.

40.3 The Management Company shall publish any such notice in two leading daily newspapers in Pakistan having wide circulation in the country, the cost of which shall be charged to the Fund.

40.4 Service of a notice or document to principal Account Holder shall be deemed effective service on all the other Joint Unit Holders.

40.5 Any notice or document sent by post or courier service to or left at the registered address of a Unit Holder shall notwithstanding that such Unit Holder be then dead or bankrupt and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.

40.6 If at any time, any Clause of this Deed is or becomes in whole or in part illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining Clauses of this Deed hereof, shall not in any way be effected or impaired thereby.

40.7 A copy of this Deed and of any such supplemental deed shall be made available for inspection at the respective Head Offices of the Trustee and of the Management Company at all times during usual Business Hours and shall be supplied by the Management Company to any person on application at a charge at such rate as determined from time to time by the Management Company.

IN WITNESS WHEREOF THIS DEED has been executed on the day and year first above written.

The common seal of **HBL Asset Management Limited** was hereunto affixed in the presence of:

Seal

(1) _____
Shahid Ghaffar
Chief Executive Officer
CNIC: 61101-3273400-1

(2) _____
Rehan Nabi Shaikh
Chief Operating Officer
CNIC: 42301-1836466-5

The common seal of **Central Depository Company of Pakistan Limited** was hereunto affixed in the presence of:

Seal

(1) _____
Name: _____
Designation: _____
CNIC: _____

(2) _____
Name: _____
Designation: _____
CNIC: _____

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____

ANNEXURE

ANNEXURE A

HBL Asset Management Limited's license to
carry out Asset Management Services

ANNEXURE B

Approval of Trust Deed of HBL Islamic Money Market Fund by
Securities and Exchange Commission of Pakistan

ANNEXURE C
Tariff structure of the Trustee

The Trustee remuneration shall consist of reimbursement of actual custodial expenses/charges plus the following tariff:

NET ASSETS (Rupees in million)		TARIFF
From	To	
1	1,000	Rs. 0.7 million or 0.20% p.a. of NAV, which ever is higher.
>1,000	& Above	Rs. 2.0 million plus 0.10% p.a. of NAV, on amount exceeding Rs.1,000 million.

ANNEXURE D

Securities & Exchange Commission of Pakistan's approval for appointment of Central Depository Company of Pakistan as the Trustee for HBL Islamic Money Market Fund