

Terms and Conditions governing use of N-Pay Digital Payment System (the “Arrangement”)

- A. These terms and conditions govern the Arrangement (“**Terms and Conditions**”) for the use of NBP Fund Management Limited’s (“**NBP Funds**”) N-Pay Digital Payment System. Under this Arrangement, the **CUSTOMER** “ ” requires digital platform of NBP Funds, a reputable Asset Management Company in Pakistan to facilitate its electronic payments through its investment account maintained at NBP Funds and as more fully described herein and particularly in **Annexure “A”** hereto (hereinafter “**N-Pay Digital Payment System**” or “**N-Pay**”).
- B. NBP Funds has been granted a license by the Securities and Exchange Commission of Pakistan (SECP) to carry out Asset Management Services (as defined in the NBFC Rules and Regulations) and Investment Advisory Services (as defined in the NBFC Rules and Regulations) and is in the business of managing Unit Trusts (as defined in the NBFC Rules and Regulations) and related investment plans and has set up and/or wishes to set up further Unit Trusts and Investment Plans (as defined in the NBFC Rules and Regulations) under the Non-Banking Finance Companies (Establishment And Regulation) Rules, 2003 and the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (together, the “NBFC Rules and Regulations”) through Trust Deeds entered or to be entered into in the future with the Trustee of such Unit Trusts;
- C. These Terms and Conditions are in addition to other terms and conditions acknowledged by the CUSTOMER on relevant forms signed by the Customer at the time of account opening and executing transactions. The CUSTOMER has agreed to obtain N-Pay Digital Payment System from NBP Funds and NBP Funds has agreed to provide N-Pay Digital Payment System to CUSTOMER as per the terms and conditions set out herein.

(The expressions “**NBP Funds**” and “**CUSTOMER**” named above shall herein after individually be referred to as “Party” and collectively as the “Parties” where the context so permits).

1 DEFINITIONS AND INTERPRETATIONS

Unless the context otherwise requires, the following terms, wherever used in this Terms and Conditions, shall have the following meanings:

- 1.1 “**Arrangement**” is defined in the preamble.
- 1.2 “**Applicable Law**” means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline by State Bank of Pakistan, SECP or any other authority, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties.
- 1.3 “**Application(s)**” or “**System Application(s)**” means and shall include all applications, software, portals and websites developed and maintained by each Party for supporting and executing transactions construed and covered under this Arrangement.
- 1.4 “**Business Day**” means a day on which respective Collective Investment Scheme and Voluntary Pension Fund Managed by NBP Fund Management Limited are open for transacting business in Pakistan.
- 1.5 “**Charges**” means and include all monies payable by the CUSTOMER to NBP Funds as consideration for provision of Services envisaged hereunder and as detailed in **Annexure ‘B’** of these Terms and Conditions.
- 1.6 “**Collective Investment Scheme**” has the meaning ascribed to it in the NBFC Rules and Regulations.
- 1.7 “**Customer Due Diligence**” or “**Know-Your Customer**” (“**CDD**”/“**KYC**”) means the CDD/KYC of the CUSTOMER conducted in accordance with applicable regulatory framework.
- 1.8 “**Confidential Information**” means any data or information that is proprietary to either Party and not generally known to the public, whether in tangible or intangible form, whenever and howsoever; disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, computer program, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any information related to accounting processes, financial treatments, accounting entries, roadmaps, application integrations and technology infrastructure, manuals, standard operating procedures (SOPs), documentation; (vi) any financial and personally identifiable information pertaining to either Party’s staff, customers, associates, potential customers, etc. whether in the form of email address, postal address, first name, last name, date of birth, CNIC number, phone/mobile number, cookies and traces of digital data footprints or otherwise; and (vii) any Information or document that, due to its character and nature, will be treated as confidential by a reasonable person under like circumstances. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. However, Confidential information does not include information that is:
- 1.8.1 generally available to the public on an unrestricted basis;
- 1.8.2 previously known or independently developed outside this Arrangement by the other party;
- 1.8.3 lawfully disclosed by a third party; or
- 1.8.4 not identified in writing as confidential and that is not otherwise reasonably understood to be confidential by its nature.
- 1.9 “**Disaster Recovery System (DRS)**” means security planning and system developed by Parties that aims to protect their respective organizations from the effects of significant negative events, subsequently allowing the Parties organizations to maintain or quickly resume mission-critical functions following a disaster and ensure continuity of business activities in case of any unforeseen significant adverse changes, impacts and conditions.
- 1.10 “**Disclosing Party**” means a Party to this Arrangement, which discloses Confidential Information to the other Party of this Arrangement that is the Receiving Party.
- 1.11 “**Effective Date**” means the date of execution / signing of these Terms and Conditions.

- 1.12 **"Fund(s)"** means the various open-ended mutual funds, and pension funds established or to be established by NBP Funds under the NBFC Rules and Regulations for investment by the general public of Pakistan and abroad, while regulated by SECP.
- 1.1.3 **"Front-end Load"** means the Sales Load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as determined by the Management Company. However, aggregate of Front-end Load and Back-end Load should not exceed 3% of Net Asset Value.
- 1.14 **"Investor(s)"** means existing Unit Holders including potential/prospective Unit Holders of Fund(s) established by NBP Funds.
- 1.15 **"Investment"** means funds deposited by an Investor into an Investment Account against purchase of Units of Fund(s).
- 1.16 **"Investment Account" or "NBP Funds Account"** means an account maintained by an Investor in any of the Funds established by NBP Funds (as per applicable laws issued by the respective regulatory bodies in Pakistan) and, which can hold Units of Fund(s) on behalf of the Investor.
- 1.17 **"Link"** means the communication including but not limited to VPN (Virtual Private Network) connectivity link between NBP Funds and CUSTOMER and including each Party's Disaster Recovery Systems.
- 1.18 **"Malicious Activity"** means any activity expressly mentioned as Malicious Activity under this Arrangement and/or any other activity not permissible under the applicable laws and if done, inter alia, may infringe the integrity and privacy of transactions, rights of the Parties and/or any third party (including but not limited to the CUSTOMER) and/or any illegal activity, unauthorized interference in the data or trafficking of the data related to the Services.
- 1.19 **"Material Breach"** means the non-performance of any material obligations setout herein by any of the Parties, any misrepresentation given by the Parties, any breach of the representations and/or suspension of respective services for a period of more than 15 days without any just cause and inability to sort out the same within 30 days.
- 1.20 **"MIS"** means system generated reports from the systems of NBP Funds including but not limited to N-Pay Digital Payment System.
- 1.21 **"NBFC"** means a non-banking finance company which includes company licensed by the Commission to carry out any one or more forms of business as specified in clause (a) of section 282A of the Ordinance.
- 1.22 **"N-Pay Digital Payment System" or "N-Pay"** means a specifically designed NBP Funds mobile or web-based application, developed and maintained by NBP Funds for transacting digital payment through CUSTOMER investment account maintained at NBP Funds.
- 1.23 **"Offering Document"** means the prospectus, advertisement or other document (approved by the SECP), which contains the investments and distribution policy, unit structure(s) and all other information in respect of a Unit Trust/ Fund, as required by the rules or regulations and is circulated to invite offers by the public to invest in the relevant Fund(s).
- 1.24 **"Open End Scheme"** has the meaning given to it in the NBFC Rules and Regulations.
- 1.25 **"Receiving Party"** means a Party to this Arrangement, which receives Confidential Information from the other Party to this Arrangement that is the Disclosing Party.
- 1.26 **"SECP"** means Securities and Exchange Commission of Pakistan.
- 1.27 **"Services"** for the purpose of this Arrangement, means the services being offered by NBP Funds through N-Pay Digital Payment System to CUSTOMER.
- 1.28 **"Service Commencement Date"** means the date on which the delivery of Service(s) to CUSTOMER will commence on commercial basis.
- 1.29 **"Secure Channel"** means network channel that is secure either through Virtual Private Network (VPN) tunnel along with any other application-level security henceforth required.
- 1.30 **"Trust Deed"** means the constitutive documents of the Funds executed between NBP Funds and the Trustee, with the approval of SECP, with all exhibits appended thereto.
- 1.31 **"Trustee"** means the person appointed as trustee by NBP Funds under and in accordance with the relevant Trust Deed for the relevant Funds.
- 1.32 **"Trust" or "Unit Trust" or "Fund" or "Scheme"** means the Unit Trust constituted by the Trust Deed for continuous offers for sale of Units.
- 1.33 **"Unit Holder"** means the Investor for the time being entered in the Register as owner of a Unit including investors jointly so registered pursuant to the provisions of the Trust Deed;
- 1.34 **"Unit(s)"** means fractional part(s)/share(s) in a Fund.
- 1.35 **"User"** means all authorized person(s) of the CUSTOMER who has given access to N-Pay.

Other terms not defined in this section will have the same meaning as given in the body of these Terms and Conditions, and if not defined, such term(s) shall be accorded the meaning generally understood in the financial, asset management (Mutual Funds/Pension Funds) and telecommunication industry.

2 INTERPRETATION

In these Terms and Conditions, unless there is something in the subject or content inconsistent with such construction or unless it is otherwise expressly provided:

- 2.1 any reference to any statute, regulation, ordinance or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 2.2 any reference to the singular includes the plural and vice versa;
- 2.3 any reference to a **Clause**, **Article** or a **Schedule** is to a clause or schedule to these Terms and Conditions; a **Part** or **Paragraph** is to a part or paragraph of a Schedule to these Terms and Conditions; and an **Exhibit** is to an exhibit to these Terms and Conditions;
- 2.4 the contents page and headings are included for convenience only and shall not affect the interpretation or construction of these Terms and Conditions;
- 2.5 the expression including and includes shall be construed as includes, without limitation or including, without limitation respectively; and
- 2.6 if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on the day, which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.
- 2.7 The table of contents, headings and sub-headings in these Terms and Conditions are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

3 SCOPE OF THE ARRANGEMENT

- 3.1 The scope of the Services to be provided by NBP Funds to CUSTOMER in pursuance of this Arrangement shall be as per details provided in **Annexure "A"** hereto (hereinafter "N-Pay Digital Payment System").

4 PRE-REQUISITE / CONDITIONS PRECEDENT

Provisions of Services to CUSTOMER by NBP Funds under this Arrangement, shall be dependent upon fulfillment of following pre-requisites/ conditions precedent by the CUSTOMER. However, NBP Funds in its sole discretion may reject any application for induction into N-Pay due to any reason(s) and/or due to unsatisfactory CDD/KYC requirements.

- 4.1 Opening and maintaining of account with NBP Funds by CUSTOMER.
- 4.2 Execution of this Arrangement and signing of these Terms and Conditions and renewals / change / amendments as the case may be from time to time.
- 4.3 Fulfilment of such regulatory and procedural requirements as may be communicated / intimated by NBP Funds to CUSTOMER.
- 4.4 Provision of such information, authorization and documents as may be required by NBP Funds from time to time.

5 PRICING

- 5.1 For Services rendered pursuant to this Arrangement, NBP Funds will be entitled to receive/ deduct such Charges as mutually agreed between NBP Funds and the CUSTOMER from time to time. The initial Charges agreed between the Parties are disclosed in **"Annexure – B"** to these Terms and Conditions and **"Annexure – B"** may be amended by the Parties with mutual consent in writing by signing the addendum to these Terms and Conditions.

6 OBLIGATIONS OF CUSTOMER

- 6.1 CUSTOMER will not use N-Pay Digital Payment System for any purposes other than those covered and construed under this Arrangement. In the context of making payments, the CUSTOMER shall not use N-PAY for illegitimate purpose such as; executing / making illegal payments / fund transfer to beneficiaries (payees) which are subject to sanctions by Law Enforcement Agencies and shall adhere with applicable laws.
- 6.2 CUSTOMER will fully abide by all terms and conditions made applicable by NBP Funds from time to time for utilizing N-Pay Digital Payment System. The CUSTOMER is also obliged on behalf of the User(s) to maintain the database accuracy by providing correct, complete and updated information.
- 6.3 CUSTOMER shall also be obliged to assist NBP Funds in relation to any investigation/enquiry that may arise in connection with this Arrangement and shall fully cooperate with NBP Funds for provision of any information if so required.
- 6.4 CUSTOMER agrees to ensure full compliance of all applicable laws, statutes, rules and regulations as well as regulatory directives while conducting digital payment transactions for its business under N-Pay Digital Payment System and as covered and construed under this Arrangement.
- 6.5 CUSTOMER shall also be obliged to fulfill any other requirements including documentation related to any associated parties / payees by whatever name called of the CUSTOMER inducted into N-Pay and/or provision of any other information in the context of this Arrangement as may be required by NBP Funds from time to time.
- 6.6 If CUSTOMER intends to close /discontinue the use of N-Pay Digital Payment System, it shall ensure that no such request / transaction pending in N-Pay at the time of closure. Upon the request of CUSTOMER, NBP Funds will discontinue (close) / restrict the N-Pay access of CUSTOMER from the effective date mentioned on the request.
- 6.7 The CUSTOMER acknowledges that although every precaution has been taken to offer the N-Pay Digital Payment System using all reasonable security measures, there is a risk of unauthorized access to CUSTOMER information if the CUSTOMER and/or its Users fail to exercise adequate controls over the password(s) and login information. By using the N-Pay Digital Payment System, the CUSTOMER acknowledges that this risk exists and that NBP Funds is not liable for any harm or damage that may occur.

7 OBLIGATIONS OF NBP FUNDS

- 7.1 NBP Funds will be responsible for arranging and installing the required hardware/network equipment and software(s) which are required to enable the Services as covered in **Annexure 'A'** at its own site/sites (hereinafter referred to as the "NBP Funds System Applications and NBP Funds Disaster Recovery System") at its own risk and expense in order to make available the Services.
- 7.2 NBP Funds shall endeavor to the extent in its control ensuring that the Link provided and made available to CUSTOMER are established and operated in accordance with the relevant laws of Pakistan and best practices, including those applicable to data secrecy and confidentiality.
- 7.3 NBP Funds shall be responsible to ensure the security of all transactions on NBP Funds Applications as covered and construed within this Arrangement.
- 7.4 NBP Funds agrees to ensure compliance of all applicable laws, statutes, rules and regulations as well as regulatory directives while conducting transactions for all such business as covered and construed under this Arrangement.
- 7.5 NBP Funds may in its sole discretion can restrict the CUSTOMER access to N-Pay and/or block the Users for performing any transaction if situation warrants and/or due to any doubt or suspicion. This also includes blocking of beneficiaries / payee of the CUSTOMER.
- 7.6 NBP Funds shall use all reasonable endeavors to facilitate the transactions of the business as covered and construed under this Arrangement pursuant to these Terms and Conditions by ensuring system uptime without any obstruction or unreasonable delay throughout the tenure of this Arrangement (force majeure events and system glitches are exception to aforesaid). NBP Funds will also inform the CUSTOMER within a reasonable time period if there is any congestion, degradation and outage of services on NBP Funds System Applications.

8 ACCOUNTS AND RECORD KEEPINGS

- 8.1 Both Parties shall establish and maintain books of accounts as per regulatory requirements, and shall furnish necessary reports pertaining to the Services covered and construed under this Arrangement to each other based on either Party's request to the other Party. Moreover, both Parties undertake to maintain and provide such other reports, books, documentation, information and logs to each other, as may be mutually agreed in writing between both Parties. This also includes provision of any other additional information which either Party may require pertaining to the Services under this Arrangement. For avoidance of any doubt, NBP Funds shall have the right to inspect CUSTOMER record(s) if so required by its auditor and/or any other competent authorities. Such inspection will be limited to the extent, and for the purpose of Services under this Arrangement and shall subject to same confidentiality as set out in Clause 15 and with prior written notice of at least 30 (thirty) days.

9 MUTUAL OBLIGATIONS OF PARTIES

- 9.1 Subject to the applicable laws and internal policies of each Party, the Parties shall provide to each other all necessary and relevant information, formats and protocols necessary for availing and providing the mutually agreed Services.
- 9.2 The Parties will also ensure that the communication between each Party Systems Applications pursuant to the established / provided Link is maintained as per the terms and conditions of this Arrangement. However, this Clause is not restricting either Party from changing, modifying, upgrading and/or restructuring the protocols of systems without undermining the rights of other Party. However, wherever practically possible, each Party shall inform each other Party in writing prior to such change, modification, up-gradation of the system protocols.

10 REPRESENTATIONS AND WARRANTIES

10.1 Intellectual Property Warranties

- 10.1.1 Each Party represents, warrants and undertakes that any hardware, software, Applications and / or equipment used by such Party in relation to their respective obligations and performance under this Arrangement are well protected by laws, proper agreements/ covenants and contain all the rights/ permissions/ licenses necessary within the legal domain of intellectual property rights of the Parties and do not amount to or infringe any patents, copyrights, registered designs, or any other intellectual property rights or any such rights of a third party.
- 10.1.2 Nothing in this Arrangement shall entitle either Party to use the other Party's name, logo or trademark or any intellectual property in connection with the Services without the prior written consent of the other Party.

10.2 Technical Warranties

- 10.2.1 The Parties represent and warrant to each other that their System Applications, Disaster Recovery Systems, established Links and any related hardware, software and Applications used/provided by the Parties:
- 10.2.1.1 shall operate in accordance with the requirements and specifications under this Arrangement and using industry best practices.
- 10.2.1.2 shall not contain any known virus and/or any built-in, automatic and/or random expiry dates, and fall within the ambit of the Parties reasonable business and technical control.
- 10.2.2 Without prejudice to the warranties and indemnifications, the Parties undertake that in case of a security breach, fraudulent activity and/or any Malicious Activity, the Parties shall reasonably cooperate in investigating the incident without taking any liabilities of such security breach, fraudulent activity and/or malicious activity unless such investigation is completed. In case any employee of NBP Funds and/or CUSTOMER is found involved in any security breach, fraudulent activity, Malicious Activity or any other illegal activity related to the respective responsibilities of the NBP Funds and CUSTOMER as described herein, the Parties may conduct a joint investigation of such activity through a joint investigation team in order to trace the culprit and may recommend the appropriate legal action against such culprit person inter alia to recover the losses if any.

10.3 General Warranties

The Parties hereby represent and warrant to each other as follows:

- 10.3.1 The Parties each have the legal right and capacity to enter into this Arrangement;
- 10.3.2 The Parties each have the legal right and capacity to duly perform its obligations under this Arrangement; and
- 10.3.3 The Parties shall comply with all laws, rules and regulations of Islamic Republic of Pakistan, whether local, regional and at national level; which are applicable to the Services and the performance of obligations under this Arrangement.

10.4 The Parties hereby further represent, warrant and undertake to each other that:

- 10.4.1 To the Parties' knowledge, in relation to performance and delivery of Services and its obligations under this Arrangement, the Parties are in compliance with all permits/licenses, including temporary permits/licenses; and is in substantial compliance with all applicable laws, rules and regulations of the Islamic Republic of Pakistan's federal or provincial entities which may have jurisdiction; whereby any failure of compliance shall not have an adverse effect on the Parties and their ability to enter, execute, deliver or consummate this Arrangement.
- 10.4.2 There are no proceedings pending, or threatened (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of any Parties' respective obligations under this Arrangement or the transaction contemplated hereby.
- 10.5 Any data sharing between the Parties related to their respective customers and the property of each sharing Party, shall remain, between the Parties, and will be treated by all the Parties as part of the 'Confidential Information' clause mentioned above; and shall be used for the specific / sole purpose as permitted at the time of disclosure of such information.
- 10.5.1 The Parties ensure that all authorizations, licenses, approvals, permissions, no objection certificates and intellectual property rights, which are necessary to perform obligations under this Arrangement, have been obtained/procured and the other Party is indemnified in full by the Parties for loss/expense/costs/penalties arising from lack of any such necessary licenses, approvals, permissions, no objection certificates and intellectual property rights. If at any time during the subsistence of this Arrangement any licenses, permissions and/or relevant consents are needed for the continuation of this Arrangement and the Services stated hereto are cancelled by the relevant authorities/entities, the Parties shall forthwith inform each other; thereby treating the Arrangement as 'voidable'. Which the other Party may thus, terminate this Arrangement in sole discretion partially or completely. Any/all amounts due and payable under this Arrangement to any of the Parties mentioned hereto shall be paid accordingly by the Party concerned notwithstanding the termination of this Arrangement.
- 10.5.2 Each Party hereto represents and warrants to the other that its system and services shall not interfere with the system and services of the other Party or affect the quality of the system and services of the other Party other than as provided in this Arrangement.
- 10.5.3 Notwithstanding anything contained herein none of the Parties stated hereto shall, under any circumstances whatsoever, make any statements, representations or commitments of any kind or take any other action binding the other Party in any manner whatsoever; except as expressly provided under this Arrangement and/or Terms and Conditions or with prior written consent of the concerned Party. No Party shall have the right to use each other's brand name, trademark, any other intellectual property rights, or take advantage of each other's advertising campaigns or promotional campaigns without the prior written consent of the other Party except as provided herein.

11 INTERFACING

- 11.1 The Parties understand that for Services to be provided as construed and covered under this Arrangement, the System Applications and Disaster Recovery Systems, any related hardware, software and System Applications used/provided are required to be interfaced and configured between both Parties to the extent as required in meeting the need of this Arrangement and to form effective Links and all access and permissions including codes, passwords, IP addresses or any data necessary for the purposes for such interfacing shall be provided with due confidence subject to the confidentiality clause of these Terms and Conditions and representation of the Parties that they will not try to interfere any system(s) of the other Party and to breach any confidentiality in this respect.

12 TERMS AND TERMINATION

- 12.1 This Arrangement is effective from the date of signing of these Terms and Conditions and remain in force / effective unless either Party gives prior written notice of two months to the other Party, in accordance with the terms, to terminate the Arrangement.
- 12.2 This Arrangement and the relationship of the Parties may be terminated by the non-defaulting Party in accordance with the applicable provision hereof on the occurrence of any of the following events, which shall constitute a "default":
- 12.3 On any material breach of these Terms and Conditions a written notice shall be served to the other Party and failure of the breaching Party to rectify such breach within thirty (30) Business Days of the receipt of such written notice. Provided that NBP Funds shall have the right to terminate this Arrangement immediately by giving written notice if there are reason(s) to believe that N-Pay is being used and/or exploited for illegitimate payments / transactions and NBP Funds may initiate necessary action. Such termination by NBP Funds shall not be challenged by the CUSTOMER before any court, tribunal, or government authority.
- 12.4 The bankruptcy or insolvency of either Party, or the appointment of a receiver for any property of either Party, or the assignment by a Party of any of its properties or interests for the benefit of creditors.
- 12.5 The determination by any governmental entity having jurisdiction over the Services provided under this Arrangement that the relationship of the Parties and/or any of the mutual services and Services provided under and/or pursuant to this Arrangement are contrary to the Applicable Laws of the Islamic Republic of Pakistan.
- 12.6 If a Party's license for the operation of its respective business or for providing the Services is revoked, terminated and is consequently neither replaced nor renewed by the said Party.
- 12.7 Notwithstanding anything contained herein, the Parties shall have the right to terminate this Arrangement without assigning any reason by giving Sixty (60) days' written notice to the other Party and such termination, by the terminating Party shall not be challenged by the other Party before any court, tribunal, or government authority.
- 12.8 The discontinuation or termination of this Arrangement shall not affect the rights and obligations of the Parties accrued till the day of such expiry or termination. The Arrangement shall stand terminated upon the expiration of the Notice period.
- 12.9 Upon termination and expiry of this Arrangement:
- 12.9.1 each Party shall be entitled to immediately cease performance of its respective obligations under this Arrangement;
- 12.9.2 all charges/payments due from either Party to the other Party up to the date of termination, shall become immediately due and payable; and
- 12.9.3 each Party shall, return to the other all copies of any Confidential Information (by whatever name called) of the other Party which is in its possession and/or destroy the same to the satisfaction of the Disclosing party.

13 INDEMNIFICATION

The Parties:

- 13.1 Agree to indemnify each other, its officers, directors, employees and representatives; and hold them indemnified against any all claims, demands, penalties, losses (direct and/or indirect), fines, liabilities, damages, compensation and expenses (including attorney's fees) of any kind and nature (including damage to each Party's property and injury to its employees), without limitation whatsoever, arising out of or in relation to any of its misrepresentations, frauds, breach of its obligations, warranties, disregard of professional conduct, and omissions of its performance as per the Terms and Conditions of this Arrangement.
- 13.2 Shall not hold the other Party responsible for any damages, costs and expenses resulting from a data breach, security breach, fraudulent activity and/or malicious activity which may include any fines or penalties from any regulator or any other competent authority, costs to recover the data, cost of investigations and any other consequence of such data breach, security breach, fraudulent activity and/or malicious activity in providing respective Services provided that it is proved that such loss, damage, cost, fine and costs have resulted directly from any act and/or omission of the Party responsible.

14 FURTHER RESPONSIBILITIES OF PARTIES

Each Party agrees that it shall not represent itself as having the authority to do, any of the following:

- 14.1 Make any agreements with any person(s) or entity on behalf of the other Party, unless specifically authorized to do so in writing by the other Party.
- 14.2 Institute, prosecute, defend or maintain any legal proceedings on behalf of the other Party without the prior written consent of the said Party.
- 14.3 Hold itself out as a representative of the other Party for any matter or for any purpose, other than as specifically authorized under this Arrangement and/or these Terms and Conditions or unless agreed to in writing by the said Party.
- 14.4 Engage any attorney to represent the other Party for any purpose whatsoever without the prior written approval of the said Party.

15 CONFIDENTIALITY

- 15.1 Each Party ("**Receiving Party**") must treat and hold as confidential all Confidential Information which they may receive from the other Party ("**Disclosing Party**") or which becomes known to them during the course / duration of this Arrangement.
- 15.2 The Receiving Party's obligations include but not limited to the following:
- 15.2.1 The Receiving Party agrees to protect the Disclosing Party's Confidential Information;
- 15.2.2 The Receiving Party shall only make the Confidential Information available to those of the Receiving Party's Personnel who are actively involved in the execution of the Receiving Party's rights or obligations under this Arrangement and/or only on a "need-to-know" basis; and shall bind such employees who have access to such Confidential Information with covenants necessary to protect the rights of the Disclosing Party as well as to protect such Confidential Information;
- 15.2.3 The Receiving Party shall only use and shall ensure that only its Personnel(s) use, the Confidential Information for the purposes of executing its rights or obligations under this Arrangement;

- 15.2.4 The Receiving Party shall not, and shall ensure that its Personnel(s) do not at any time, whether during this Arrangement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any Confidential Information of the Disclosing Party to any third party, other than as allowed in terms hereof;
- 15.2.5 The Receiving Party shall initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorized disclosure and shall take all practical steps to place emphasis upon those Personnel who need to be given access to Confidential Information, the secret and confidential nature thereof; All written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of the Disclosing Party which have or shall come into the possession of the Receiving Party and its Personnel, shall be and at all times remain the sole and absolute property of the Disclosing Party and shall promptly be handed over to such Disclosing Party when no longer required for the purposes of this Arrangement; and
- 15.2.6 The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any breach of confidence in respect of the Confidential Information of the Disclosing Party by any person within it or by any person to whom it has divulged such Confidential Information and shall give the Disclosing Party all reasonable assistance in connection with any proceedings which it may institute as a result.
- 15.3 Clause 15 shall survive for a period of three (03) years after the discontinuation/termination of this Arrangement.
- 15.4 Effect of Termination - Upon discontinuation / termination of this Arrangement, the Parties shall deliver to each other or, at each Party's option, destroy all originals and copies of Confidential Information by whatever name called in their possession and neither Party shall continue using any Confidential Information of the other Party including customers information. Obligations of confidentiality in terms of this article shall continue for a period of three (03) years notwithstanding discontinuation or termination of this Arrangement.
- 15.4.1 The Parties hereby agree that in the event that either Party is so required to disclose Confidential Information under the compulsion of law, such Receiving Party shall disclose only such part of the Confidential Information as is legally required to be disclosed and shall give the Disclosing Party reasonable written notice prior to such disclosure and provide the Disclosing Party with all reasonable assistance and time in preventing and/or limiting such disclosure.

16 NOTICE

- 16.1 Any notice, demand, request or communication required or permitted to be given under this Arrangement shall be in writing. Such notice shall be considered sufficiently given when it is (i) deposited in the mail as postage prepaid certified mail, addressed to the appropriate Party at the address to the recipient named below or to such other address as may be designated in writing by such Party from time to time, on the 5th Business Day from the date of dispatch or (ii) is sent to confirmed facsimile number as may be designated in writing by such Party from time to time. For the purposes of this clause the recipients/addresses are mentioned below:

If to NBP Fund Management Limited:

Name: Muhammad Murtaza Ali
Designation: Chief Operating Officer & Company Secretary
Address: 7th Floor, Clifton Diamond Building Block No.4, Scheme No.5, Clifton Karachi
Telephone: +92 111 111 632 Ext: 260
Mobile: 03008280781
Email: murtaza.ali@nbpFunds.com

If to CUSTOMER:

Name:		Designation:	
Address:			
Telephone:		Mobile:	
Email:			

17 DISPUTE RESOLUTION, ARBITRATION & APPLICABLE LAWS

- 17.1 The Parties shall endeavor to settle amicably by negotiation all disputes arising out of this Arrangement. The disputes which cannot be so settled within a period of **thirty (30) Business Days** shall be referred to arbitration in accordance with the provisions herein and such reference to arbitration shall be a condition precedent to any action in a court of law.
- 17.2 Subject to **Clause '17.1'** hereof, any dispute arising under or in connection with this Arrangement and/or these Terms and Conditions, including any question regarding its existence, validity, construction or termination, shall be submitted in accordance with the Arbitration Act, 1940 and any applicable rules made thereunder for the time being in force, for the equitable decision of an arbitration council. Each Party shall appoint one arbitrator after which the two arbitrators shall appoint a third arbitrator as an umpire. The award made by such arbitration council shall be final and binding on the Parties hereto.
- 17.3 The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in the English language. In the event a Party does not appoint its arbitrator within thirty (30) days of submission of the dispute to arbitration or the arbitrators are unable to appoint the umpire within 30 days of being appointed, the arbitrator shall be appointed by the High Court of Sindh. Each Party shall bear their respective costs, unless the Award of the arbitration declares otherwise.
- 17.4 In relation to any legal action or proceedings to enforce these Terms and Conditions or arising out of or in connection with this Arrangement and subject to Clauses 17.1, 17.2 and 17.3 ("**Proceedings**"), each of the Parties irrevocably submits to the jurisdiction of the High Court of Sindh or the District Courts at **Karachi**, as the case may be.
- 17.5 These Terms and Conditions shall be governed by and construed in accordance with the laws of Pakistan and each Party hereto submits to the non-exclusive jurisdiction of the Courts at Karachi as regards any claim(s) or matter(s) arising under this Arrangement.

18 FORCE MAJEURE

- 18.1 No delay or failure in performance by either Party shall constitute default hereunder or give rise to any claim for damages if, and to the extent, such delay or failure is caused by force majeure. Force Majeure is an occurrence (a) beyond the reasonable control and without the fault or negligence of the Party affected and (b) which such Party is unable to prevent or provoke against by the exercise of reasonable diligence including acts of God or the public enemy, expropriation or confiscation of facilities, changes in applicable law, war, acts of terrorism, pandemics, rebellion, civil disturbances, sabotage, riots, floods, or unusually severe weather; fire, explosions, or other catastrophes; biological and/or chemical contamination of premises; strikes or any other concentrated acts of workers; or other similar occurrences.
- 18.2 Both Parties agree that if either Party is delayed in performance of any obligation set out herein due to force majeure, the affected Party shall promptly notify the other Party.
- 18.3 The affected Party shall use all reasonable efforts to mitigate the effects of a force majeure event forthwith and without delay.

19 RELATIONSHIP

- 19.1 Nothing contained in the Arrangement shall be construed, to establish a partnership or any other cooperative relationship between the Parties or, to create the relationship of employer / employee between either of the Parties and any of their respective employees, representatives or agents. It is the express intent of the Parties hereto that they be independent contractors for any, and all, purposes and situations.

20 ENTIRE ARRANGEMENT

- 20.1 This Arrangement and its Schedules / Annexures / Exhibits constitute the entire understanding between the Parties hereto and there are no other conditions, understandings or agreements or obligations oral or written other than those contained in these Terms and Conditions governing the Arrangement.

21 SEVERABILITY & AMENDMENT

- 21.1 If a court of competent jurisdiction declares any provision of these Terms and Condition governing the Arrangement invalid or unenforceable and/or the said provision is found to be in contravention of any applicable law for the time being enforce, such invalidity or unenforceability shall have no effect on the remainder of the Terms and Conditions which shall remain in full force and the invalid provision will subsequently be declared to be severed from these Terms and Conditions. If such invalidity or unlawfulness becomes known or apparent to either Party, then the Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.
- 21.2 Any variation, amendment or cancellation in this Terms and Conditions shall only be made if it is agreed with the mutual consent of the Parties hereto in writing.

22 SUCCESSORS - IN - INTEREST

- 22.1 This Arrangement shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors-in-interest.

23 WAIVER

- 23.1 The failure by either Party to enforce at any time or for any period any one or more of the terms, conditions or rights under this Arrangement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Arrangement.

24 NON-EXCLUSIVITY

- 24.1 Nothing herein contained is intended to nor shall limit or restrict either Party's ability to enter into similar agreements, understandings or arrangements with other persons, parties or entities.

ACKNOWLEDGEMENT

I /We [being the authorized person(s) / signatory(ies)] agree that I / We have read and understood the terms and conditions set out above and agree to be bound by the same (in case of Self-Employed / Sole Proprietorship) or on behalf of the CUSTOMER as the case may be. I/We further agree that I/We have full power and authority to accept these Terms and Conditions on behalf of the CUSTOMER or on my own behalf (in case of Self-Employed / Sole Proprietorship).

Further, I (in case of Self-Employed / Sole Proprietorship) or I/We for and on behalf of above named CUSTOMER as the case may be, hereby agree and give consent to NBP Fund Management Limited for performing Know-Your-Customer related verification including but not limited to Identity Verification i.e. (NADRA Verisys of directors/trustees/partners/ultimate beneficial owner(s)/officers/any other person by whatever name called and authorized signatories) and/or any other verification as may be required pursuant to regulatory requirement(s) either on its own or through third party service provider initially or any subsequent changes therein.

For and on behalf of CUSTOMER

Name:		Name:	
Designation:		Designation:	
Signature:		Signature:	
	Signature as per CNIC		Signature as per CNIC
Name:		Name:	
Designation:		Designation:	
Signature:		Signature:	
	Signature as per CNIC		Signature as per CNIC
Date:	<div><div>D</div><div>D</div><div>/</div><div>M</div><div>M</div><div>/</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div></div>		

Company Seal / Stamp

Witnesses:

Name:		Name:	
CNIC:		CNIC:	
Signature:		Signature:	
	Signature as per CNIC		Signature as per CNIC

ANNEXURE ‘A’

N-Pay Digital Payment System

NBP Funds’ **N-Pay** is an online payment system that will enable businesses to securely and efficiently make the following payments in just a few clicks:

- **Salary Payments**
- **Vendor Payments**
- **Bill Payments**
- **Tax Payments**

CUSTOMER’s NBP Funds Account will be linked with N-Pay Digital Payment System. All digital payment transactions through N-Pay will be routed through the linked account.

ANNEXURE ‘B’

Standard Charges

Description	Fees and Charges
N-Pay monthly subscription fees	PKR 10,000 Charged at the beginning of every month
Transaction Fees (IBFT)	0.1% or PKR 200 per transaction (whichever amount is lower)
Taxes	All applicable taxes will be charged separately

Standard charges are applicable, unless revised rates are agreed upon and signed between the Parties in the N-Pay Proposal. All applicable charges, standard or revised, will automatically be deducted from the CUSTOMER’s NBP Funds Account as and when applicable.

☐ Copy of N-Pay proposal agreed upon by the CUSTOMER is attached.