



سرمایہ کاری سمجھداری کے ساتھ



# MEMORANDUM OF UNDERSTANDING



BETWEEN

**Securities and Exchange Commission  
of Pakistan**

**Pakistan Expo Centres (Private)  
Limited**

**April 21, 2017**

This Memorandum of Understanding (“the MOU”) is signed and entered on 21<sup>st</sup> day of April, 2017 (“effective date”) by and between:

**The Securities and Exchange Commission of Pakistan** established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997 (XLII OF 1997) having its Head Office at, NIC Building, 63, Jinnah Avenue, Islamabad (hereinafter referred to as the “**First Party**”)

**AND**

**Pakistan Expo Centres (Private) Limited**, a company incorporated under Section 40 of the Companies Ordinance, 1984 (XLVII of 1984) having its Head Office at 1-A Johar Town Expo Centre Lahore (hereinafter referred to as the “**Second Party**”).

The First Party and the Second Party shall hereinafter be severally referred to as “**Party**” and jointly as “**Parties**”.

**RECITALS:**

Whereas, the First Party is committed to enhance awareness and education among the current and potential investors of capital market, including non-banking finance sector companies and corporate sector ensuring a trajectory of learning from basic financial literacy to financial capability. In order to achieve the said objective, the First Party intends to spread financial literacy in the general public through participation in trade exhibitions, consumer fairs, seminars, conferences, conventions, workshops & trainings, corporate events, etc. through a formal collaboration and understanding to be entered through this MOU.

AND WHEREAS, the purpose of this MOU is to establish cooperation between the Parties mainly for promoting investor education and awareness.

**Now the Parties subject to the terms of this MOU mutually agree as follows:**

**1. Joint Obligations:**

- 1.1. The Parties will display/add link of each other’s website/web portal on their respective websites for easy access of all the related users.

- 1.2. Subject to clause 3.11, the Parties will share necessary public information with each other regarding their upcoming activities.
- 1.3. The Parties will exchange with each other all published activities /events which had already been conducted regarding investor education in their respective newsletters/publications.
- 1.4. The Parties will also share information regarding any other activity/event which is relevant to the main objective of this MOU.

## **2. Party wise specific obligations**

### **2.1. First Party's Obligations**

- 2.1.1. The First Party will ensure availability of resource persons to participate in trade exhibitions, consumer fairs, seminars, conferences, conventions, workshops, trainings and corporate events etc.
- 2.1.2. The First Party, while participating in such events mentioned at para 2.1.1, will provide resource persons, posters, banners, flyers, distribution material and/or booklets, etc. to the participants of these activities.

### **2.2. Second Party's Obligations**

- 2.2.1. The Second Party will invite the First party in trade exhibitions, consumer fairs, seminars, conferences, conventions, workshops, trainings and corporate events etc. arranged by it.
- 2.2.2. The Second Party will extend cooperation in sharing of resources such as its premises and allied facilities for participating in the related activities as per mutually agreed terms.

## **3. Miscellaneous**

- 3.1. The Parties hereby acknowledge and agree that this MOU does not commit either to provide specific levels of financial or personnel support or to provide full time specific office space for this program. The provision of any such support will be based on

available resources and will be provided in accordance with the policies under which the First Party and the Second Party operate.

- 3.2. The Parties understand and agree that they will need to enter into independent agreements for specific collaboration which involves financial and other commitments.
- 3.3. In order to ensure smooth progress in attaining the objectives of this MOU, the Parties agree to annually review the scope and progress of activities, policies and programs between the Parties related to this MOU.
- 3.4. Any amendment to this MOU shall become effective only if mutually agreed in writing between the Parties.
- 3.5. This MOU is an understanding between the Parties, and does not create or confer any right or benefit on any other person or party.
- 3.6. Nothing herein shall be construed as implying that either Party's employees are employees of the other Party.
- 3.7. Nothing herein shall be construed to create a partnership, agency or joint venture between the Parties for any other purpose.
- 3.8. A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms of this MOU.
- 3.9. Both the Parties shall indemnify and keep the other Party indemnified and harmless against any and all claims, actions, damages, or proceedings by third party (including but not limited to all costs, expenses, damages, losses arising out of or in connection with this MOU).
- 3.10. Each Party holds the copyrights of its documents which are exchanged with the other Party from time to time in execution of this MOU.

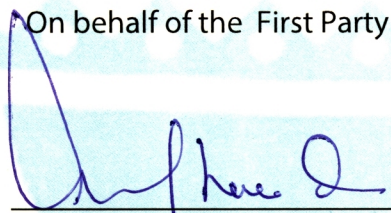
3.11. Both the Parties agree to maintain all confidential information, written or oral, visual and/or physical/sample shared with each other or which comes to their knowledge under or as a result of this MOU and shall not divulge such information to any third party under any circumstances whatsoever (except to their own employees and that too only to those employees who need to know the same), without written approval of the other party.

**4. Term and termination of this MOU:**

This MOU shall be on perpetual basis from the signing thereof and will continue unless one of the Parties gives three months advance notice in writing that it intends to terminate this MOU. For this purpose, the signing authority shall deemed to be duly authorized by that Party for issuance of termination notice to the other Party.

Signed on behalf of the respective parties on April 21, 2017.

On behalf of the First Party



**Akif Saeed**  
Commissioner  
Securities and Exchange Commission  
of Pakistan

On behalf of Second Party



**Zia ul Mustafa**  
Company Secretary  
Pakistan Expo Centres  
(Private) Limited