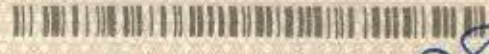


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QCP



25/8/16



KASHIF RAZA STAMP VENDOR
Licence No. 02 G-14, Spanish Homes
Phase-1, D.H.A.

05 AUG 2016

RUPEES FIVE HUNDRED ONLY

Memorandum of Understanding

S.No. 6099 Date
Issued To With Address: M. Abbas Bhatta Advocate
Through With Address: H-12525/KU
Purpose: for the
Value Rs. 500 Attached
Stamp Vendor's Signature: [Signature]

Establishment, Operation and Administration

of a Facilitation Centre In Gwadar Free Zone,

Between

The Securities and Exchange Commission of Pakistan

And

China Overseas Ports Holding Company Pakistan (Pvt.) Limited

Signed on this 25th Day of August, 2016

(This MoU consists of five (05) pages including the Schedules thereto)

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1. PARTIES

This Memorandum of Understanding ("MoU") is made and entered into by and between the **Securities and Exchange Commission of Pakistan** (hereinafter referred to as "SECP"), having its Head Office at NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad and its Company Registration Offices at Karachi, Lahore, Islamabad, Peshawar, Faisalabad, Multan, Quetta and Sukkur and the **China Overseas Ports Holding Company Pakistan (Private) Limited**, a company incorporated in Pakistan on 06.11.2014 under the Companies Ordinance, 1984 having its registered Office at 3rd Floor (Extension) Bahria Complex – IV, Chaudhary Khaliq-uz-Zaman Road, Karachi, Pakistan ((hereinafter referred to as "COPHC").

WHEREAS:

- i. The SECP is established under the Securities and Exchange Commission of Pakistan Act, 1997 for the beneficial regulation of the capital markets and superintendence and control of corporate entities;
- ii. The COPHC is formed with the objects to:
 - a. To acquire licenses, concessions, permissions or consents from the relevant authorities for the establishment of free trade zones, industrial areas or development projects.
 - b. To develop and provide allied services, facilities and buying or taking on lease lands and selling and sub-leasing or licensing the same to potential investors with or without developments thereon.
 - c. To exercise all the powers and functions ancillary or related thereto or arising therefrom.
 - d. To acquire licenses or concessions for the establishment of port operations and working of shipping and allied services, including but not limited to taking on lease, the port berth to operate on lease basis from the port authorities.
 - e. To design, develop, finance, construct, equip, manage, operate, maintain and replace container handling and other port equipments; to design, develop, manage, operate, construct, maintain, improve, alter and modernize new/existing port berths and port terminals which includes container terminals and multi-purpose terminals, docks, harbors, piers, wharves, warehouse and other buildings and structures.
- iii. The COPHC has requested SECP for establishing a Facilitation Centre in Gwadar Free Zone for the facilitation of investors and general public and providing ancillary services;
- iv. The SECP has agreed to depute its staff and resources for facilitation of investors and general public in the Gwadar Free Zone;

Both the parties signatories to this MoU through authorized representatives shall collectively be referred to as the "Parties".

2. DEFINITIONS: For the purposes of this MoU:

- 2.1 **Company** means a company incorporated under the Companies Ordinance, 1984;
- 2.2 **CRO** means Company Registration Office established by SECP;
- 2.3 **Party** means SECP or COPHC, as the case may be;
- 2.4 **Parties** mean the SECP and COPHC collectively.

3. PREAMBLE

- 3.1 The Parties, while recognizing the need for mutual cooperation and coordination for the establishment of a Facilitation Centre for provision of necessary information and services to investors requiring facilitation in the matters relating to company registration and post-incorporation activities; have agreed on the following.

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4. SCOPE:

4.1 This MoU shall lay down the roles and responsibilities of the Parties and serve as a statement of intent to collaborate, cooperate and share information and services in connection with the establishment, operation and administration of a Facilitation Centre.,

5. ESTABLISHMENT OF THE FACILITATION CENTRE:

5.1 The Facilitation Centre shall be situated within the premises of Gwadar Free Zone.

5.2 In order to host the Facilitation Centre, the COPHC shall ensure free of cost provision of:

- Air-conditioned office space consisting of at least one room
- Furniture;
- Telephone extension;
- Internet connectivity(Access Point for Wi-Fi and Internet connection);
- Electricity and other utilities with alternate power backup arrangement
- Security arrangement;
- Tea for the staff of SECP.

5.3 SECP shall provide the:

- Staff;
- Necessary hardware;

6. COVERAGE OF SERVICES THROUGH FACILITATION CENTRE

6.1 The SECP shall ensure provision of the following services through the facilitation Centre:

- Guidance and information to investors and promoters of new companies in the matters relating to registration of companies and filing of documents/returns/applications etc.
- Facilitation in post-incorporation requirements to the new and existing companies.
- Coordination for the resolution of issues and complaints in the services being provided by the CROs.
- Receiving of physical returns/documents for the registration of companies and the statutory returns/applications for onward transmission to the CRO Quetta or any other concerned CRO(s).
- Delivery of Certificate of Incorporation, Certified True Copy (s) and related documents of SECP issued by CRO Quetta or other CROs.
- Visit the offices of business community in Gwadar to explain the benefits of corporatization and encourage new incorporations.

7. ROLES AND RESPONSIBILITIES OF THE PARTIES:

7.1 SECP shall nominate its staff to be deployed at the Facilitation Centre within fifteen (15) days of the availability of resources to be provided by COPHC.

7.2 In order to respond to issues which emerge during and after the establishment of the Facilitation Centre, the Parties shall meet as and when needed for the smooth operation of Facilitation Centre.

7.3 The Parties shall initiate an awareness raising campaign with respect to the establishment of the Facilitation Centre and the availability of services through it, through information dissemination tools, including print media, holding of seminars, etc.

7.4 Each Party shall inform the other Party of any major, relevant, legal and policy changes within their respective mandate(s) which are likely to have a bearing on the industry, product or regulatory/supervisory responsibilities.

7.5 The Parties shall extend best cooperation to each other and make best possible efforts to promote and to run the facilitation counter effectively.



8. OBLIGATION OF CONFIDENTIALITY AND INFORMATION SHARING:

- 8.1 All the information and services provided under this MoU shall remain confidential and will be treated in accordance with the relevant provisions of this MoU and the applicable laws.
- 8.2 To the extent permitted by applicable laws and in accordance with the regulations of the respective Parties, the Parties shall establish and maintain such safeguards as are necessary and appropriate to maintain the confidentiality of all non-public information and services obtained under this MoU.
- 8.3 None of the Parties shall furnish to any third party or make public any information or portions thereof or make public use of the non-public information obtained from any other Party under this MoU without prior written approval of the other Party.
- 8.4 Nothing in this MoU shall be deemed to oblige the Parties to create or maintain any information and sharing of services except in the manner provided under the respective legislation governing the parties.

9. DISPUTE RESOLUTION:

- 9.1 In the event that any dispute arises between the Parties concerning the interpretation of this MoU or arising out of the operations of the Facilitation Centre or any other matter arising under it, the Parties may through its authorized representatives endeavor to amicably resolve such differences within thirty (30) working days of the dispute arising, and if all reasonable efforts should fail, either Party may revoke this MoU by serving a thirty (30) days prior written notice to the other Party.

10. MISCELLANEOUS:

- 10.1 This MoU shall become effective on the day it is signed by the Parties and shall continue to remain in effect, unless revoked with the mutual consent of the parties.
- 10.2 Upon cancellation/ revocation/ termination of this MOU, SECP will vacate the office premises of COPHC and remove/uninstall all its equipment and withdraw its human resource within one week of the cancellation/ revocation/ termination of this MOU.
- 10.3 The Parties may consult and revise the terms of this MoU in the event of a substantial change in the respective laws, practices, market or business conditions affecting the operation of this MoU, or to provide for better cooperation and coordination between the Parties in respect of the operations of the Facilitation Centre.
- 10.4 No changes shall be made to this MoU other than with the written consent of the Parties.

[purposely left blank, execution page follows]



IN WITNESS WHEREOF the Parties hereto have executed this MOU on the day, month and year first above written.

Authorized Signatory
on behalf of,

**China Overseas Ports Holding
Company Pakistan (Pvt.) Limited**


Signature: 
Name: **Mr. Zhang Baozhong**
Designation: **Chairman & CEO**

Date: 25th August 2016



Authorized Signatory
on behalf of

**Securities & Exchange Commission
Of Pakistan**


Signature: 
Name: **Mr. Sidney Custodio Pereira**
Designation: **Additional Registrar of
Companies**

Date: 25th August 2016



This MOU has been executed by the Parties in the presence of the following witnesses:

1. Witness : Nauman Ahmed
NAUMAN UDDIN AHMED
Name : NAUMAN UDDIN AHMED
CNIC : 42201-4131159-3

2. Witness: 
Name : Nauman Uddin Ahmed
CNIC : 42101-9935512-3



Memorandum of Understanding



This Certifies that, The Securities and Exchange Commission of Pakistan (SECP) has entered into a Memorandum of Understanding with M/s China Overseas Ports Holding Company Pakistan Private Limited (COPHC) for the establishment of Facilitation Centre in Gwadar Free Zone for the facilitation of investors and general public and providing ancillary services.

In Witness Whereof, the SECP and COPHC have caused this Certificate to be signed by their duly authorized officers and Corporate Seal/ Stamp are to be hereunto affixed this 25th day of August, A.D. 2016.

*For and on behalf of
Securities and Exchange Commission of Pakistan*

*For and on behalf of
M/s China Overseas Ports Holding Company Pakistan Private Limited*

Mr. Sidney C. Pereira

Mr. Zhang Baozhong



MEMORANDUM OF UNDERSTANDING

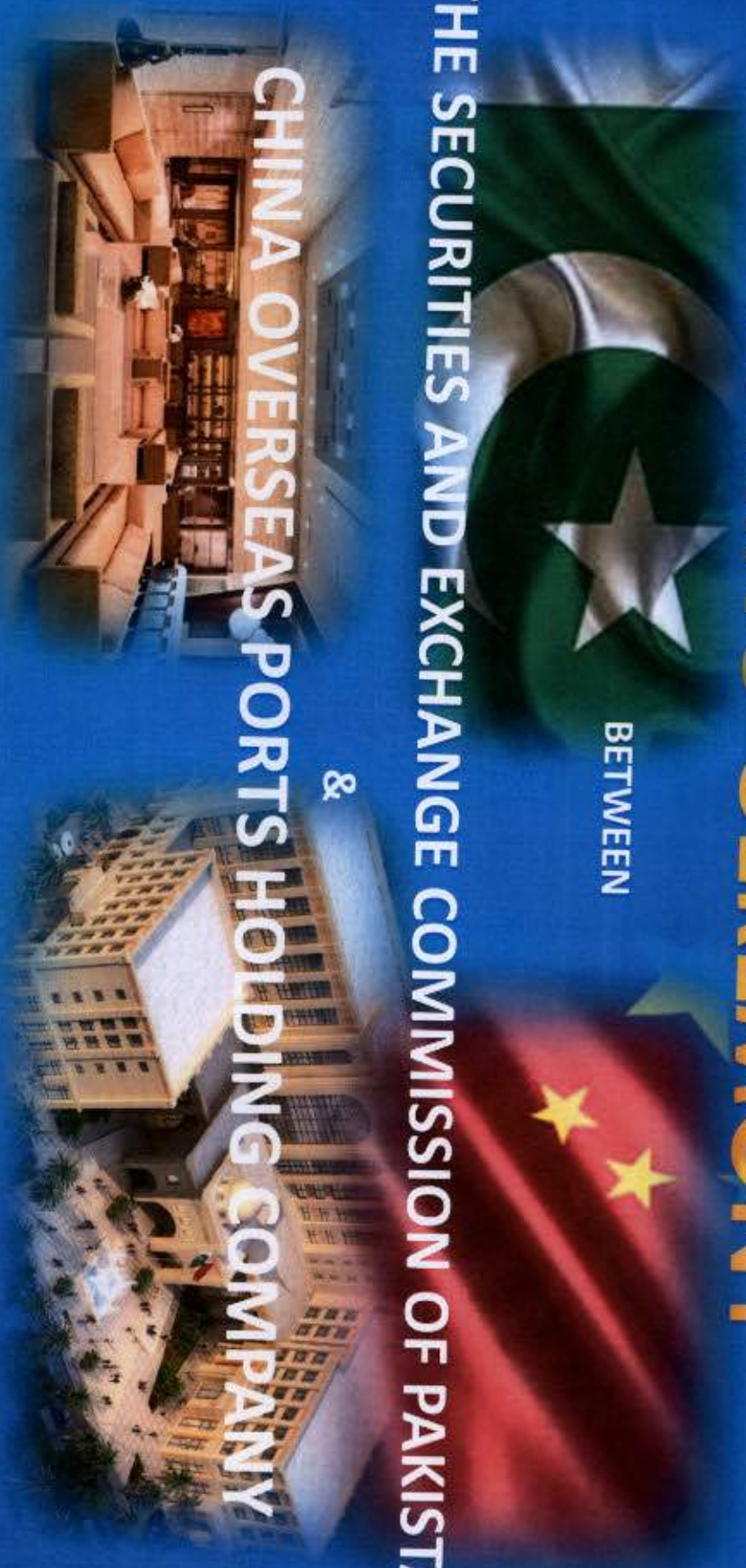


SIGNING CEREMONY

BETWEEN

THE SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

&
CHINA OVERSEAS PORTS HOLDING COMPANY



25th August 2016, Karachi