<u>DIRECTORATE OF INDUSTRIES, SINDH (KARACHI)</u> <u>TRUST REGISTRATION CERTIFICATE</u>



I hereby certify that <u>TRIKL ISLAMIC DAILY PROFIT FUND</u> its trustee Central Depository Company Of Pakistan Limited, situated at CDC House, 99-B, Block B, S.M.C.H.S, Main Shahrah-e-Faisal, Karachi and its company name Trikl Technologies Pvt Ltd situated at Suite 802, 08th Floor, Vital Foakh Tower, Sharah-e-Faisal, Karachi, has this day been duly registered under Section 16 of the Sindh Trust Act, 2020.

Given under my hand and seal at, KARACHI, this 22nd day of August 2023.

Seal



(ZUBAIR HUSSAIN)

ASSISTANT DIRECTOR (TRUST)

DIRECTORATE OF INDUSTRIES

GOVERNMENT OF SINDH, KARACHI

Date: 22/08/2023

Fee Rs 10,500/

NOTE: It is informed that in case of any amendment in a Trust by Trustee which shall also be registered under section 16-A (3) of the Sindh Trust (Amendment) Act 2021.



TRUST DEED

of

(Trikl Islamic Daily Profit Fund)

(An Open-ended Shariah Compliant Money Market Scheme)

Between

(Trikl Technology Pvt. Limited)

And

(Central Depository Company of Pakistan)

Duly Vetted By

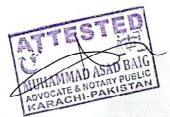
(Shariah Advisor

Al-Hilal Shariah Adyisors)

For the registration of Trust under Section 12A of The Sindh Trusts Act, 2020, as amended vide Sindh Trust (Amendment) Act 2021

Date

DIRECTORATE OF INDUSTRIES



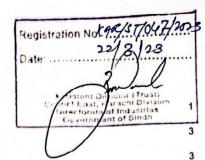
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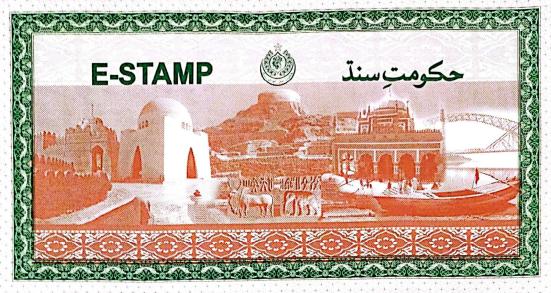


OCATE & NOTARY PUBLIC PACHI-PAKISTAN



DIRECTORATE OF INDUSTRIES





NBP-0274-2306260002593030

GoS-KHI-2E1D15E0613C61F9

Non-Judicial

Description : Trust - 32(iii)

Transferog : Directorate of Industries, Trust Wing, Sindh Govt. [00000000]

Trust : Trikl Technologies Pvt. Limited [46581610]
Applicant : Atiqur Rehman [42501-9253203-1]

Stamp Duty Paid by : Tirkl Technologies Pvt. Limited [46581610]

 Issue Date
 : 26-Jun-2023, 11:35:42 AM

 Paid Through Challan
 : 202371DEAD68C89E

 Amount in Words
 : Two Thousand Rupees Only



Please Write Below This Line

TRUST DEED

Rs 2,000/-

instate Ulector (Trust)
Int East Karachi Division
Interpreted Industries
Inverted of Sindh

Registration NotPlat1047/2013

THIS TRUST DEED is made and entered into at Karachi, on this

1. Name of the Scheme

Trikl Islamic Daily Profit Fund

2. Category, Type and Benchmark of the Sc

Fund Type : Open Ended Fund Category : Shariah Compliant Money Market Fun

Benchmark of the scheme shall be:

DIRECTORATE OF INDUSTRIES

The Benchmark of the fund shall be three months average deposit rates of three AA rated Islamic Banks or Islamic windows of conventional banks as selected by MUFAP

3. Participating Parties and Constitution of the Trust

1. Trikl Technologies Pvt. Limited, a company incorporated under the Companies Act 2017 (the "Act"), having its registered office at Suite No 808, 8th Floor, Vital Foakh Towers, Main Shahrah-e-Faisal, Karachi, Sindh, Pakistan (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

AND

11. Central Depository Company of Pakistan Limited, a public limited company incorporated in Pakistan under the Companies Act 2017, having its registered office at CDC House, 99-B, Block B,











S.M.C.H.S, Main Shahrah-e-Faisal, Karachi, Pakistan (hereinafter called the "Trustee" which expression where the context spermits shall include its successors in interest and assigns) of the other part.

WITNESSETH: E-STAMP

A. The Management Company has been approved by the Securities and Exchange Commission of Pakistan (hereinattinuation SHEET referred to as the "SECP") as a Digital Asset Management Company to test under the SECP Regulatory Sandbox, third General ment of Sindh pursuant to SECP Regulatory Sandbox Guidelines 2019, and the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof) of SECP to carry out digital Asset Management services under the supervision of SECP via SECP's letter of approval dated Sep 22, 2022, attached hereto as Annexure "A".

B. The Management Company has been authorized by the SECP vide 189 letter tipe and reference.

No.SCD.AMCW/IIDPF/382/2023 dated June 22, 2023 attached herewith as Annexure "B" to constitute the Trust under the purper and title of "Trik! Islamic Daily Profit Fund" (hereinafter referred to as "the Scheme" or "the Interestor." the Linit Irust. of the Fund") and to register this Trust Deed ("the Deed"), pending registration of the Trust as a notified entity under Section 282CA of the Ordinance for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and this Trust Deed;

C. The Management Company has nominated and appointed Central Depository Company of Pakistan Limited as It was the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariffied structure for trusteeship as per the Offering Document

D. The Management Company has appointed Al Hilal Shariah Advisors as Shariah Advisor of the Scheme and Shariah Advisor has accepted such appointments.

E. The Shariah Advisor has confirmed that the provisions of Trust Deed are in compliance with Shariah vide letter dated 19th May, 2023, attached herewith as Annexure "C".

F. Assistant Director of Industries and Commerce Directorate of the Department has issued a certificate of registration bearing reference no _____upon registration of the Trust under Sindh Trust Act 2020.

G. The scheme shall be regulated by the SECP under the Rules and Regulations, as specified in Section 118-A of the Sindh Trust Act, 2020.

H. All conduct and acts of the fund shall be Shariah Compliant as per the guidelines of the Shariah Advisor of the Fund.

4. Governing Law and Jurisdiction

- 4.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Companies Act, 2017, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and Regulations as issued, amended or replaced from time to time Where any Rules or Regulations are amended, any directives are issued or amended or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed pursuant to such new Regulations, amendments, directive, relaxation or exemption shall be deemed to have been incorporated in this Trust Deed without requiring any modification unless specifically required by the SECP. In the event of any conflict between this Trust Deed and the provisions of the Rules, Regulations, directives, circulars, the latter shall supersede and prevail over the provisions contained in this Trust Deed
- 4.2 All investments of the trust property of the Fund shall be in accordance with the Investment Policy of the fund as stated in the Offering Document, following the Shariah guidelines provided by the Shariah Advisor or Shariah Regulatory provisions of SECP issued from time to time. The Fund shall be subject to the rules and regulations of the State Bank of Pakistan and the SECP with regard to the foreign investments made by the Fund. The Investments made by the Fund in offshore countries and bank accounts and custodial services accounts that may be opened by the Trustee for the Fund in any offshore countries of the instructions of the Management Company may become subject to the laws of such countries. Foreign investment more funded by the fund shall be in accordance with the guidelines of the Shariah Advisor.
- 4.3 In case when Shariah regulatory requirements and study by ShOP in the future, the Trust Deed shall be subject to and governed by all such requirements, without requirements any modification in the Trust Deed unless specifically stated by the SECP.
- Subject to the Clause 22 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s), irrevocably subject to the exclusive jurisdiction of the Courts at Karachi.

The terms and conditions of the True Deed and any deed supplemental thereto shall be binding upon each Unit Holder.

DIRECTORATE OF INDUSTRIES









5. Declaration of Trust

5.1 Subject to the amount received from Pre IOP (Initial Offering Period) Investors, which shall be possessed by the fruste in the capacity of custodian, all income accrue on such amount shall be the right of those investors investors such amount till the time of IOP.

5.2 It is hereby irrevocably and unconditionally declared that:

octorate of Industries lovernment of Sindh

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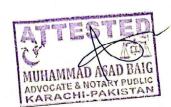
Registration No. CAR/ST 047

5.2.1 The Trustee shall hold and stand possessed the Trust Property that may from time to time hereafter be verted in the Trustee upon trust as a single common fund for the benefit of according to the number of Units held by each Unit Holder(s);

5.2.2 The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Documents, the Rules, the Regulations and the conditions (if any) which may be imposed by the SECP and Shariah Advisor from time to time; and

5.2.3 The Management Company shall establish, manage, operate and administer the Fund in accordance with the Rules
Regulations, any directive, circular or Shariah regulatory provisions on the matter, this Deed and the Offering
Document as amended from time to time.







6. Effect of this Deed and Status of Unit Holder(s)

6.1 Deed Binding on Each Unit Holder

The terms and conditions of this Trust Deed as amended, as per the term of Clause 20 of this Deed, from time to the ound by its provisions and be binding on each Unit Holder as if the Unit Holder had been party to it and shall be b deemed to have authorized and required the Trustee and the Management Company to do as required of shern by the of this Deed and the Regulations.

6.2 Unit Holder(s) Not Liable to Make Further Payments

No Unit Holder(s) shall be liable to make any further contributions to the Fund after they have paid the purchase price of the Units as specified in the Offering Document and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him

6.3 Units to Rank Pari Passu

All Units and fractions thereof represent an undivided share in the Scheme and shall rank pari passu according to the number of Units held by each Unit Holder, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Trust proportionate to the Units and fractions held by such Unit Holder and shall have such rights as are set out in this Deed and the Offering

6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations, directives, circulars issued by the Commission.

7. Role of the Management Company

- The Management Company shall manage, operate and administer the Scheme on the basis of Wakalah tul Istismar (2013) {Investment Agency} in accordance with the Pales, Regulations directives, circulars, Shariah provisions and 7.1 guidelines issued by Shariah Advisor, the SECP and this Deed and the Offering Document.
- sent of the Trustee, frame procedures for conducting the aptal thereto; provided that such procedures are not inconsistent The Management Company may from time to time, w The co circulars, Shariah provisions and guidelines issued by 7.2 business of the Trust or in respect of any other matter with the provisions of the Rules and the Regulation ctive Shariah Advisor, the SECP and this Deed.
- surents and disinvestments by investors in the Scheme ssing applications digitally in this regard. cilitate in The Management Company shall be responsibly 7.3 ving and proc digitally and to make adequate arrangements for de
- rustee appoint, remove or replace one or more e under intimation to the
 (s) for carrying on Distribution tion Function(s) electronically . Provided that The Management Company, may from time 7.4 for carrying on Distribution Function suitable persons, entities or parties as Dis the Management Company may

DIRECTORATE OF INDUSTRIES

ADVOCATE & NOTARY PUBLIC KARACHI-PARISTAN



Registration No. 1048/51

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Date:







Registration NCAR/ST/047/2018

7.5 The Management Company may, at its own responsibility and costs), from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by Management Company shall be made available at all times on the website of the Management Company state Out over (True

The Management Company shall not be under any liability except such liability as may be expressly as in the Rules. Regulations, this Deed and the Offering Documents, nor shall the Management Company (see as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross 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. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed and the Offering Document, the Management Company shall not be under any liability thereof 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.

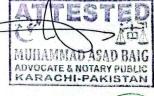
- 7.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.
- 7.8 The Management Company shall, from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement
- 7.9 The Management Company shall provide the Trustee with regular reports indicating profit income and other forms of income or inflows, relating to the investments that are due to be received.
- 7.10 The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof at the cost of the Fund.
- 7.11 The Management Company shall accept applications for issuance, redemption, conversion, tran electronically through the digital platform.
- 7.12 The Management Company shall ensure that acceptance of issuance, redemption, conversion, transfer etc. Scheme have appropriate date and timing for timely acknowledgment of the said applications.
- 7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

8. Role of the Trustee

- 8.1 The trustee shall perform its role as specified in the Rules, Regulation, directives and Shariah provisions issued there under, this Deed and the Offering Document.
- 8.2 The Trustee shall nominate one or more of its officers to act is authorized persons for performing the Trustee's functions and for interacting with the Management Company. A change in such authorized persons shall be promptly notified to the Management Company.
- 8.3 The Trustee shall under prior intimation to the M appoint, remove or replace from time to time one or nent more bank(s) and/or other depository company at the Custodian(s) for holding and protecting the Trust tc. to ac Property and every part thereof and for gener, custodial services at one or more locations and on such forming th terms as the Trustee and the Management my may mutually agree and to be incorporated in custodial services , except where the Trustee itself is acting as a agreement(s) to be entered into between the
- Custodian.

 8.4 The Trustee shall be responsible for the and and omissions and shall account of the Trust for any fost in value of the Trust Property where such loss has been caused by gross negligence or any reckless act or omission of the Trustee or any of its directors, officers, nominees or agents.
- B.5 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). 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 Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other







communication is required to be given by the Management Company, the Trust of many accept as sufficient extends

thereof:

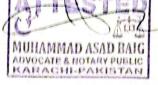
- 8.5.1 a document signed or purporting to be signed on behalf of the Management Compety, by pny, pull-representative(s) whose signature the Trustee is for the time being authorized in wrying by the Management store Committee to accept; and
- 6.5.2 any Instructions received online through the software endution adopted by the Management Computy/ Trustee in consultation with each other shall be deemed to be valid instructions from the authorized representative(s).
- 8.6 The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property flue to any elements or circumstances of Force Majoure
- 8.7 In the event of any loss caused due to any gross negligence or willful act and/or omission, 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 Trust to the extent of such loss. However the Trustee shall not be under any liability thereof or thereby and it shall not mear 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.
- 8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- The Trustee shall, if requested by Management Company or If it considers necessary for the protection of Trust Property of safeguarding the Interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust 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 director(s) and officer(s). 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 gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, 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 arising from 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.
- B.10 The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and Regulations and this Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation to any custody of the Trust Property 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 thereof 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 bereunder.
- ii.11 The Trustee shall promptly forward to the Management Company within one Business Day any notices, reports or other documents issued by the issuers of securities, recipieds 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, regulatory to be exchange,

9. Trust Property

- 9.1 The appregate proceeds of all Units issued from time to time after detactive Duties and Charges, Transactions Costs and any applicable Sales Load (subject to approve from play (continues) and constitute part of the Trust Property and includes the Investment and all income, profit and other assets and property of every description by the time being held by deemind to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant of the Jose per include any amount payable to the Unit Holders as distribution. However any profit earned in the amount payable to the Unit Holders as distribution. However any profit earned in the amount payable to the Unit Holders as distribution shall become part of the Trust Property.
- 9.2 The income earned on the investments of pre-IDP Investors up to the start of IOP will be paid to such investors on pro rata basis from the date of investment either in each or in the form of additional units for an amount equal to the income carned, as selected by such investors.
- 9.3 Shariah compliant Bank accounts and Islamic windows of conventional banks for the Fund shall always be in the name of the Frustee.

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communication is required to be given by the Management Company, the Trustee may accept as sufficient

8.5.1 a document signed or purporting to be signed on behalf of the Management Company, by Any, httporized to representative(s) whose signature the Trustee is for the time being authorized in writing by the Management sign Committee to accept; and

8.5.2 any Instructions received online through the software solution adopted by the Management Company/ Trustee in consultation with each other shall be deemed to be valid instructions from the authorized representative(s).

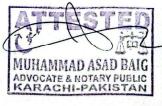
- 8.6 The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure
- 8.7 In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the Trustee shall not be under any liability thereof 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
- 8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- 8.9 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property of safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust 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 director(s) and officer(s). 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 gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, 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 arising from 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.
- Regulations and this Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation to any custody of the Trust Property 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 thereof 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 promptly forward to the Management Compan, within one Business Day any notices, reports or other documents issued by the issuers of securities, recipients 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 specy exchanges on any other exchange.

9. Trust Property

- Winday Duties and Charges, Transactions Costs and The aggregate proceeds of all Units issued fro I constitute part of the Trust Property and other benefits ransing any applicable Sales Load (subject to appro sion). shall ising there from and all cash, bank balances and other includes the Investment and all income, pr e held upon trust by the Trustee for the assets and property of every description g held deen amount payable to the Unit Holders as benefit of the Unit Holder(s) pursuant does not include distribution shall become part of the distribution. However any profit earned amount payable to the Unit Holde
- DIRECTORATE OF INDUSTRIES

 The income earned on the investment of pre-IOP Investors up to the start of IOP will be paid to such investors on pro rata basis from the date of investment either in cash or in the form of additional units for an amount equal to the income earned, as selected by such investors.
- 9.3 Shariah compliant Bank accounts and Islamic windows of conventional banks for the Fund shall always be in the name of the Trustee.







Registration No. 104R/ST/047/2018

9.4 The Trust Property shall initially be constituted out of the proceeds received from investors all the time of Public Offerns.

(PO) after deducting any applicable Duties, charges and Transactions Costs, and Front-end Loads (subject to approval/from the Commission) therefrom.

9.5 All expenses incurred by the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Trustee in effecting the registerable Investments in its name shall be available four of the Investment of State of the Investment of Investment of State of the Investment of Invest

9.6 Except as specifically provided in this Trust Deed, the Trust 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 for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any borrowing, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or the Custodian or any other person.

10. Voting Rights on Trust Property

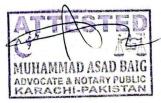
- 10.1 All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.
- 10.2 The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys 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.
- 10.3 The phrase "rights of voting" or the word "vote" used in this clause 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. The Management Company shall keep record stating the reasons for casting the vote in favor or against any resolution for a period of six years.

11. Shariah Governance / Shariah Advisory Services

- 11.1 All activities of the Fund shall be undertaken in accordance with the Shariah Guidelines provided by Shariah Advisor or Shariah Regulatory provisions of SECP issued from time to time.
- 11.2 The responsibilities of the Shariah Advisor shall be detailed in the agreement between the Management Company and Shariah Advisor
- 11.3 The Shariah Advisor has been appointed by the Management Company who shall advise on the matters relating to Shariah Compliance.
- 11.4 The Shariah Advisor is appointed for a period mutually agreed between the Management Company and the Shariah Advisor, as disclosed in the Offering Document and may be reappointed on the completion of his term. The Management Company may terminate the agreement with the Shariah Advisor and appoint a new Shariah Advisor under intimation to the Trustee and SECP. Provided that till the appointment of a new Shariah Advisor, the existing Shariah Advisor shall continue to perform his duties. Provided further that the Management Company shall inform the Commission at least one month in advance for change in the Shariah Advisor.
- 11.5 The Shariah Advisor shall
 - a) provide technical guidance and support of various assets of Shariah so as to enable the Management Company to operate the Fund as a Shariah Compliant Solective in the Shariah Compliant Solective in the Shariah Compliant Solective in the Shariah Company to operate the Fund as a Shariah Compliant Solective in the Shariah Company to operate the Fund as a Shariah Compliant Solective in the Shariah Company to operate the Fund as a Shariah Company to operate the Fundamental Company to ope
 - b) recommend general investment guidelines consistent with the Spariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter shall be float and described to the Trustee, the Management Company, the Unit Holders and other parties related with that matter.
 - c) at the end of each Accounting Perior, issue a certificate, to be included in the Fund's financial reports, in respect of Shariah Compliance of the preceding year's operations of the Fund and the Shariah Advisor may, at the expense of the Fund, conduct such audits or other investigations as may be necessary for the issuance of the certificate.

 DIRECTORATE OF INDUSTRIES
 - d) Co-ordinate with the Management Company in drawing up of the Deed and other related material documents











constituting Constitutive Documents for the formation of the Unit Trust and to further provide technical guid and support on various aspects of Shariah, so as to enable the Management Company to mould the Unit I into a riba free/Halal avenue of investment.

e) certify that all the provisions of the Constitutive Documents of the Fund and proposed Investments to be made on ustries account of the Fund are Shariah compliant with the established criteria.

evaluate and advise upon all new financial instruments as and when introduced for their Sharish permissibility

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12. Investment of Trust Property and Exposure Limits

12.1 Investment Objective

The objective of the Trikl Islamic Daily Profit Fund is to generate competitive return and meet liquidity needs of investors through investment in low risk and highly liquid Shariah Compliant banks / money market instruments.

The Investment Policy of the Fund shall be in accordance with the Rules, Regulations and directives, and Shariah provisions issued by SECP and shall be specified in the Offering Document.

12.3 **Investment and Exposure Limits**

The Trust Property shall be invested by the Trustee from time to time as directed by the Management Company subject to the provisions of Rules, Regulations, Circulars, directives issued thereunder, and the Offering Documents.

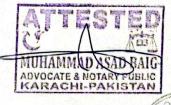
12.4 Investment restrictions

The Trust Property shall be invested as per the provisions of the Regulations and Shari'ah provisions, as also mentioned in the Offering Document of the fund

Shariah Compliant Financing Arrangements / Borrowing Restrictions 12.5

- Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the 12.5.1 Management Company may arrange borrowing for account of the Scheme, with the approval of the Trustee, from Banks, financial institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety (90) days and such borrowing shall not exceed fifteen per cent (15%) of the Net Asset of the Scheme at the time of borrowing or such other limit and time frames as specified by the Commission. Shariah compliant financing arrangement will exclusively e made under the Islamic modes of finance and with the approval of the Shariah advisor of the fund
- The charges payable to any bank, non-banking finance or financial institution against financings on account panie 12.5.2 of the Scheme as permissible under Clause 12.4.1 about shall not be higher than the normal prevailing bank charges or normal market rates.
- issue any guarantee or provide security over their Neither the Trustee, nor the Management Compa of be requi 12.5.3 mancial institutions The Trustee or the Management Company shall own assets for securing financings from banks ancing liabilities. not in any manner be liable in their personal c
- e 12.4.1 above, on the instruction of the (may, kp) For the purposes of securing any borrowing of the Trust Property. Management Company mortgage, charge
- on of any loss to the Trust or any loss 3 pany shall meur any liability 12.5.5 Neither the Trustee nor the Management that may result from any financing of any depletion in the Net Asse that a Unit Holder(s) may suffer by ry arrangement made hereunder in good faith DIRECTORATE OF INDUSTRIES
- All financing shall be done only through Islamic Banks, Islamic Banking Windows of commercial banks, Islamic 12.5.6 Financial Institutions under Islamic Shariah based financial contracts.







Transactions with Connected Persons

Transaction with connected persons shall be in accordance with the Rules, Regulations and directives issued by SECI specified in the Offering Document.

13. Valuation of Property and Pricing

13.1 Valuation of Assets & Liabilities and Net Asset Value of the Fund

The method for determining the value of the assets and liabilities and the Net Asset Value would be as pecific in the Regulations and the directives issued thereunder by the Commission from time to time.

Determination of Purchase (Offer) Price 13.2

- On the first day of Initial Offering Period, Units will be offered at Initial Price as announced by Management Company 13.2.1 and subsequently at the Offer Price calculated and announced by the Management Company for every Dealing Day through its website and Mutual Fund Association of Pakistan (MUFAP) (if required). After the Initial Period, the Offer Price offered through Public Offering shall be calculated and announced by the Management Company for every Dealing Day through its website and to MUFAP."
- After the Initial Offering Period, the Offer Price for the Unit Holder(s) shall be determined from time to time as specified 13.2.2 in the Rules, Regulations, Circulars and the Directives issued thereunder and the Offering Documents.
- The Management Company may announce different classes of Units with differing levels of Sales Load (subject to 13.2.3 approval from the SECP), as specified in the Offering Documents.

13.3 **Determination of Redemption Price**

During the Initial Period, the Units shall not be redeemed. After the Initial Period, the Redemption Price shall be calculated and announced by the Management Company for every Dealing Day as specified in the Regulations, directives issued thereunder and the Offering Documents.

14. Dealing in Units, Issuance of Digital Certificates, Suspension and Deferral of Dealing

Dealings in Units and Issuance of Digital Certificates 14.1

- Issuance, redemption, transfer, pledge/lien of Units and issuance and replacement of certificates shall be carried out in 14.1.1 accordance with the requirements of Rules, Regulations and directives issued thereunder and the procedures for these shall be specified in the Offering Document.
- re the Units are declared as CDS Eligible Securities, all Notwithstanding anything to the contrary contained here 14.1.2 matters concerning issuance, transfer, pledge and redem such Units issued in book entry form or deposited in to tion of the CDS shall be dealt with in accordance with the proins of the Central Depositories Act, 1997 (XIX of 1997), the nended from time to time, and any notifications or Central Depository Company of Pakistan Limited Regula directions given by the Commission.
- Per les The maximum interval between the receipt of a equest for redemption of units and the issue of v docume payment instrument for the redemption money older shall ed six working days, unless redemption has been suspended.

Temporary Change in the Method of Dea 14.1

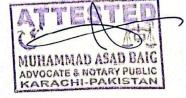
Overing Document, the Management Company Subject to compliance with the Regulations and the stances mentioned in the Off may request the Trustee to approve a temporary c the method of dealing in Uni

Suspension of Redemption of Units

DIRECTORATE OF INDUSTRIES

14.3.1 The Redemption of Units may be suspended during extraordinary circumstances including closure of the money market, capital market, capital market infrastructure institutions and scheduled banks, the existence of a state of affairs, 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 Scheme or of the Unit Holder(s), or a break down in the means of communication normally employed in determining the price of any investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holder(s) to redeem Units at a price so determined in accordance with the Net Asset Value (NAV). The Management Company may announce a suspension of redemption and such a measure shall be taken





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to protect the interest of the Unit Holder(s) in the event of extraordinary circumstance

14.3.2 Redemption requests received on the day of the suspension may on the first Dealing Day after the removal of the suspension

be rejected or yould be redemed at the redemption pr

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14.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, 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 percent (10%) of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/or arrange Shariah compliant financing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Subscription Day still exceeds ten percent (10%) of the Units in issue, 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 percent (10%) of the Units then in issue.

14.5 Suspension of Fresh Issue of Units

- 14.5.1 The Management Company may, under certain circumstances, suspend the issue of fresh Units. These circumstances may include;
 - The situation referred in Clause 14.3 or 20 of this Deed;
 - b. A situation in which it is not possible to invest the amount received against issuance of fresh units or
 - Any other situation in which issuance of fresh units is, in Management Company's opinion, against the interests of the existing/remaining unit holders.
- 14.1.4 Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in the on the website and / or digital platform in which the Fund's prices are normally published.
- 14.1.5 In case of suspension of redemption of units due to extraordinary circumstances the issuance of Units shall also be kept suspended until and unless redemption of Units is resumed
- 14.1.6 Investment applications received on the day of suspension will not be processed and the amount received shall be returned to the investor.

15. Fees and Charges

15.1 Remuneration of the Management Company and Its Agents

- 15.1.1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued thereunder.
- 15.1.2 The remuneration shall be disclosed in the Offering Document and the remuneration shall begin to accrue from the close of Initial Period as specified in the Offering Document
- 15.1.3 Such remuneration shall be paid to the Management Company in areas within thirty (30) Business Days after the end of each calendar month.
- Company from time to In consideration of the foregoing and save pany shall be responsible for the payment 15.1.4 of all expenses incurred by the Manage in connection with its responsibilities as hall no gement comp Management Company of the Trust. Thy any charge against the Unit Holder(s) or against the Trust Property or against th bution Acc int for its serv r its expenses, except such expenses as rousions of the Regulations and direct are expressly authorized under the sued thereunder and this Deed to be payable out of Trust Property. DIRECTORATE OF INDUSTRIES
- 15.1.5 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 provisions of this Deed.







Any increase in the remuneration of the Management Company agreed to by the Trustee and approximation shall require 30 days prior notice to the unit holders. However, any decrease in remuneration Commission shall require 30 days prior notice to the unit holders. However, Management Company shall not require such notice.

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15.2 Remuneration of Trustee and Its Agents

15.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined as specified in he Offering Document. The remuneration shall begin to accrue from the close of the Initial Perio Governm nt of Sindh

15.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.

15.2.3 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 its duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust 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 Trust Property under the provisions of the Regulations and the Constitutive Documents.

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

Formation Cost and its Treatment

- 15.3.1 All expenses incurred in connection with the incorporation, establishment and registration of the Fund (formation cost) as per Regulations, shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said costs shall be amortized over a period of not less than five years or within maturity date of the fund if it has life of less than five years
- 15.3.2 The Formation Cost shall be reported by the Management Company to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed.
- 15.3.3 Formation Cost shall be charged to the Scheme and shall not exceed such limits as specified in the Regulations or directives issued thereunder.

Other Costs and Expenses to be Charged to and Borne by the Trust 15.4

All other costs and expenses specified in the Regulations and directives issued thereunder shall be charged to and borne by the Trust and shall be specified in the Offering Document.

16. Determination of Distributable Profits

- The Management Company on behalf of the Scheme shall for every accounting year, distribute by way of dividend to the unit holders not less than ninety per cent of the accounting ocome of the Scheme received or derived from sources other than capital gains as reduced by such expenses as are ch e to the Scheme under these Regulations. rgeab
- Explanation -- For the purpose of this Clause the exp unting income" means income calculated in accordance with the requirements of International Accounting Or any other standards as notified by the Commission issued by the SECP. Wherever the requirements of under the Companies Act 2017, the Regulations the dir Regulations or the directives issued by SECP di th the ent of IAS the Regulations and the said directives shall prevail.
- 16.3 The Management Company may also annot to requirements of Regulations, circular and directives. 1
- The Management Company shall distribut 16.4 ck / or cash dividend
- of distributable income in resp Out of the amount determined for the pu ch Unit Holder, withholding tax, Zakat or other statutory levies, as may be a Trable to the relevant Unit I deducted before distribution for the DIRECTORATE OF INDUSTRIES
- The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a dividend, which would comprise of cash and/or additional Units of the Scheme. The bonus Units (after deduction of applicable taxes if any) would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units. The Management Company may disclose other details and condition for distribution of additional units and / or cash dividend in the Offering Document of the Fund"









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16.7 Before making any payment in respect of a Unit, the Trustee or the Management Company 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 Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

16.8 If any Haram Income is earned the same would be given as charity to any institution approved by Shariab Advisor.

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17. Change of the Management Company

- 17.1 The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and on the occurrence of such circumstances as are prescribed under the Regulations.
- 17.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules and Regulations.
- 17.3 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and at least ninety (90) days prior notice to the Trustee and the Unit Holders.
- 17.4 Upon a new management company being appointed the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust 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 upto the effective date of removal or retirement.
- 17.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the 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.
- 17.6 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 approved list of auditors designated as "A" Category by State Bank of Pakistan 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.
- 17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.
- 17.8 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.
- 17.9 The audit 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 the Commission, Management Company and the new management company.
- 17.10 The costs of such an audit shall be borne by the Fund.

18. Change of Trustee

- 18.1 The Trustee may, subject to the 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 Trust Property of the Schenge by the newly appointed trustee, whichever is later.
- 18.2 In circumstances where the Commission is of the chimical that Trustee has been in violation of the Regulations or this Trust 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.
- The Management Company may, giving south reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee; and reasons for this company and the circumstances are circumstances.
- 18.4 Upon the appointment of a new trustee the flustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of pulsums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective day of its firm and or reference in thousands.
- 18.5 The new trustee shall exercise all the powers and enjoy all the 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.

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The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the panel of the Commission from amongst the panel of approved list of auditors designated as ACCategory by State Bank of the Commission from amongst the panel of approved list of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Management Company shall ensure that accounts of the Fund till the Jay of the appointment of the new trustee are audited by such Auditor.

The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Tru

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The auditors shall have the scope as may be specified by the Management Company or Commission

The audit report for the audit shall be submitted by the auditors to the Management Company not luter than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the

18.10 The costs of such an audit shall be borne by the Fund.

19. Termination, Winding Up, Revocation and Liquidation of the Scheme

- The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption 19.1 requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.
- 19.2 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations.
- After termination, revocation, liquidation proceeds shall be distributed, among the unit holders in proportion to the number 19.3 of units held by them, in accordance with the procedures laid down inRegulations.

20. Base Currency

The base currency of the Scheme 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.

21. Modification of the Trust Deed

- In case the amendments are proposed in the fundamental attribute of the Constitutive Document of an open end scheme including category of scheme, investment objective and policy, increase in management fee and increase in contingent load, the Management Company must give at least thirty days thior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Exit Load.
- The Trustee and the Management Company acting to I be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed in such manner and to extendes they may consider expedient for any purpose, subject to the prior approval of the SECP, Shariah Advisor ge to Unit Holders after approval of SECP and subject to the condition that it does not prejudice the interest
- If, at any time, any Clause of this Trust Deed or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither t egality, validity and enforceability of the remaining Clauses of this Trust SISTARE Deed, nor the legality, validity or enforceal der the law of any other jurisdiction shall in any way be affected or impaired thereby.

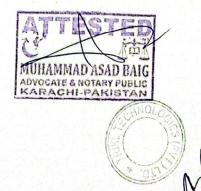
22. Audit

ats of the Regulations and directions issued The Management Company shall appoint an thereunder.

DIRECTORATE OF INDUSTRIES 23. Arbitration

In the event of any disputes arising out of or in connection with this Trust Deed or the 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 the Offering Document of the Unit Trust, 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 hereto. The arbitrators and the umpire shall be selected from amongst retired judges, senior chartered accountants, or senior lawyers, or senior bankers or senior members of the Stock Exchange(s). The venue of the arbitration shall be Karachi or any other city in Pakistan as may be mutually agreed. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.







24. Confidentiality

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

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25. Miscellaneous

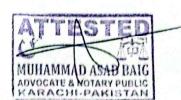
- Any notice required to be served upon the Holder shall be deemed to have been duly given if sent via email or digital 25.1 platform at the email address as appearing in the Register. Any notice so served by email or other electronic means shall be deemed to have been served upon receiving confirmation of receipt of such email or other electronic means and in proving
- Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint 25.2
- 25.3 Any notice or document sent by electronic means shall notwithstanding that such Holder be then dead or bankrupt/insolvent 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.
- 25.4 A copy of this Trust Deed and of any Supplemental Deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at the website of the Trustee and the website or digital platform of the Management Company at all times.

26. Definitions

Unless the context requires otherwise the following words or expressions when used in this Trust Deed shall have the meaning respectively assigned to them:

- "Accounting Date" means the thirtieth day of June in each year and any interim date on which the financial statements of the Trust are drawn up. Provided that the Management Company may, under infimation to the Trustee after obtaining approval from the relevant competent authority may change such date to any other date and such change shall be intimated to the Commission.
- 26.2 "Accounting Period" means a period ending on and reluc pg an Accounting Date and commencing (in case of the first such period) on the date on which the Trust Property is first part transferred to the Trustee and (in any other case) from the next day of the preceding Accounting Period.
- 26.3 "Act" means the Companies Act 20
- 26.4 "Annual Accounting Period" or "Financia commence on 1st July and shall end on 30th June of the succeeding calendar year
- "Asset Management Company/ Digi 1 (((pro o 1) 6 p) means an asset management company as defined in the Rules and Regulations
- "Auditor" means the Auditor of t 26.6 nent Company, with the consent of the Trustee, as per the Regulations.
- DIRECTORATE OF INDUSTRIES 26.7 "Authorized Investments" means; any investment which may be nothorized by the Commission but does not include restricted investments as specified in the Offering Documents from time to time.
- "Bank" means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside









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26.9 "Bank Accounts" means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

26.10 "Business Day" means any day (business hours thereof as specified in the Offering Document) on which banks are open for business in Pakistan.

26.11 "Certificate//Digital Certificate" means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of this Trust Deed.

26.12 "Charity" means amount paid by the Trustee, upon instruction of the Management Company, out of the income of the Fund to Charitable Trust/ welfare organization, representing income which is impermissible/ Haram. The list of charitable/ welfare organizations along with the amount paid shall be disclosed in the annual report"

26.13 "Constitutive Documents" means the Trust Deed or such other documents as defined in the Regulations.

26.14 "Contingent Load" means Load payable by the Unit Holder at actual basis to the extent of loss incurred by fund due to disinvestments if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s). Any Contingent Load received will form part of the Trust Property.

26.15 "Custodian" means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee with the consent of the Management Company to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; and shall also include the Trustee itself if it provides custodial services for the Fund.

26.16 "Cut Off Timings" means day time for dealing in Units of the Fund. The Details of Cut-off Time will be prescribed in the Offering Document of the Fund.

26.17 "Dealing Day" means Business Day on which Units will be available for dealing (purchase, redemption, transfer, switching etc.). The cut-off timings for issuance, redemption, and conversion etc. of units of the Scheme will be as defined in the Offering Documents on all Dealing Days. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in a widely circulated newspaper in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

26.18 "Distribution Account" means the Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) may 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 Trust Property for the benefit of the Unit Holder(s).

26.19 "Distributor / Distribution Company" means a company/ firm appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function

saction or dealing all stamp and other duties, taxes, "Duties and Charges" means in relation to an duties and charges in connection with the increase or Government charges, bank charges, transfer fees, registrati and sfer, re on or purchase of Units or the sale or purchase of decrease of the Trust Property or the creation, issue, sa Investment or in respect of the issue, transfer, cancellat ertificate or otherwise which may have become or n of the tra n or dealing in respect of which such duties and may be payable in respect of or prior to or upon the charges are payable, but do not include the remunera bloto the Dist Company or any commission payable to agents on sales and redemption of Units or any commission ave been taken into account in ascertaining the Net Asset Value

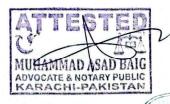
26.21 "Exit Load" means contingent load, back end load and any other charges a may be applied by Management Company.

26.22 "Financial Institution" carries the same meaning as defined under the Companies Act, 2017

26.23 "Formation Cost" means preliminary expenses relating to authorization of the Scheme, execution and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Scheme and









all other expenses incurred until the end of the Initial Period.

26.24 "Force Majeure" means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and stall include out not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes the performance of the Deed in whole of the rare impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible or unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, or inquiakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war deelered or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turnoil, civil commonion, any act or omission of a governmental authority. failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

Registration No.

- 26.25 "Front-end Load" means the Sales Load which may be included in the Offer Price of the Units, as defined in Offering Document. The front-end load will be charged upon prior approval from the SECP
- 26.26 "Haram Income" means any income prohibited by the Shariah.
- 26.27 "Holder" or "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 this Trust Deed
- 26.28 "Initial Period" or "Initial Offering Period" means a period determined by the Management Company during which Units will be offered as mentioned in the Offering Document.
- 26.29 "Initial Price" means the price per Unit on the first day of the Initial Period determined by the Management Company as mentioned in the Offer Document.
- 26.30 "Investment" means any Authorized Investment forming part of the Trust Property.
- 26.31 "Investment Facilitators/Advisors/Sales Agents" means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents.
- 26.32 "Net Assets", in relation to the Trust, means the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.
- 26.33 "Net Asset Value" or "NAV" means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 26.34 "Offer Price" or "Purchase Price" means the sum to be paid by investor(s) for the purchase of one Unit of the Scheme. Such price is to be determined in accordance with Clause 12.2 of this Trust Deed.
- 26.35 "Offering Document" means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required before Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme, and includes any Supplementant Offering Document.
- 26.36 "On-line" means transactions through electronic that interchanges there real time transactions or otherwise, which may be through the internet, intranet networks and the like.
- 26.37 "Par Value" means the face value of a Unit ice R\$ 00 or such other amount determined by the Management Company from time to time and disclosed in the Offering Document the Trips of the Trips of
- 26.38 "Redemption Price" means the amount to be determined pursuant to Clause 12.3 of his frust Deed.
- 26.39 "Register" means the Register of the Upit Holder(s) kept pursuant to the Regulations and this Trust Deed.
- 26.40 "Registrar Functions" means the functions with regard maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s); issuing account statements to the Unit Holder(s);
 - 26.40.1 issuing Certificates; canceling old Certificates on redemption or replacement thereof; processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Unit Holder(s); issuing and dispatching of Certificates;
 - 26.40.2 Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re- investment of dividends; and
- 26.40.3 Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.

 26.41 "Regulations" mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 as amended from time to











time.

26.42 "Rules" mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from the to time.

26.43 "Sales Load" means the front end and back end load costs, as may be prescribed by the Commission to be reimful and Dack-end loads and any processing charge or commission (Actuation and Back-end loads and any processing charge or commission (Actuation and Back-end loads and any processing charge or commission (Actuation and Charges) not exceeding three percent (3%) of the Net Asset Value or as may be allowed under the Dagmantons, which may be included in the Offer Price of all or certain class of Units or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of units.

Registration No.

- 26.44 "SECP" or "Commission" means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.
- 26.45 "Shariah Advisor" means a person who meets the fit and proper criteria and is registered with the commission as specified in the regulations and whose name is included in the register of Shariah Advisor maintained by SECP.
- 26.46 "Shariah Compliant" means any activity that is in accordance with the Islamic Shariah as advised by the Shariah Advisor.
- 26.47 "Stock Exchange" means a Stock Exchange registered under the Securities and Exchange Ordinance, 1969.
- 26.48 "Supplemental Deed" means a deed supplemental to this Deed, executed by the Management Company and the Trustee, after seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of this Deed or any other Supplemental Deed in such manner and to such extent as may be considered expedient for all purposes, which shall be consolidated, read and construed together with this Deed.
- 26.49 "Supplementary Offering Document" means a document issued to modify, add to, alter and amend, amend and restate or to make any other amendment to the Offering Document in such manner and to such extent as considered expedient for all purposes by the Management Company, with the consent of the Trustee, after seeking approval of the SECP, and the same shall be consolidated, read and construed together with the Offering Document."
- 26.50 "Transaction Costs" means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, inter alia, necessitated by creation or cancellation of Units or issuance or redemption of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.
- 26.51 "Transfer Agent" means a company including a Bank that the Management Company shall appoint for performing the registrar functions. The Management Company may itself perform the registrar function.
- 26.52 "Trust" or "Unit Trust" or "Fund" or " or "Scheme" means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units of the Trust.
- 26.53 "Trust Deed" or "Deed" means this trust deed extend of the Management Company and the Trustee along with all the exhibits appended hereto, and includes any Supplemental Deed.
- 26.54 "Unit" means one undivided share in the Trus. Sud where the conject so indicates, a fraction thereof.
- 26.55 "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 Rules and Regulations. Words importing persons include corporations, words importing the masseying gender builde the feminine gender, words importing singular include plural and words "written" of "in writing" include printing, empaying, lithography or other means of visible reproduction.

DIRECTORATE OF INDUSTRIES

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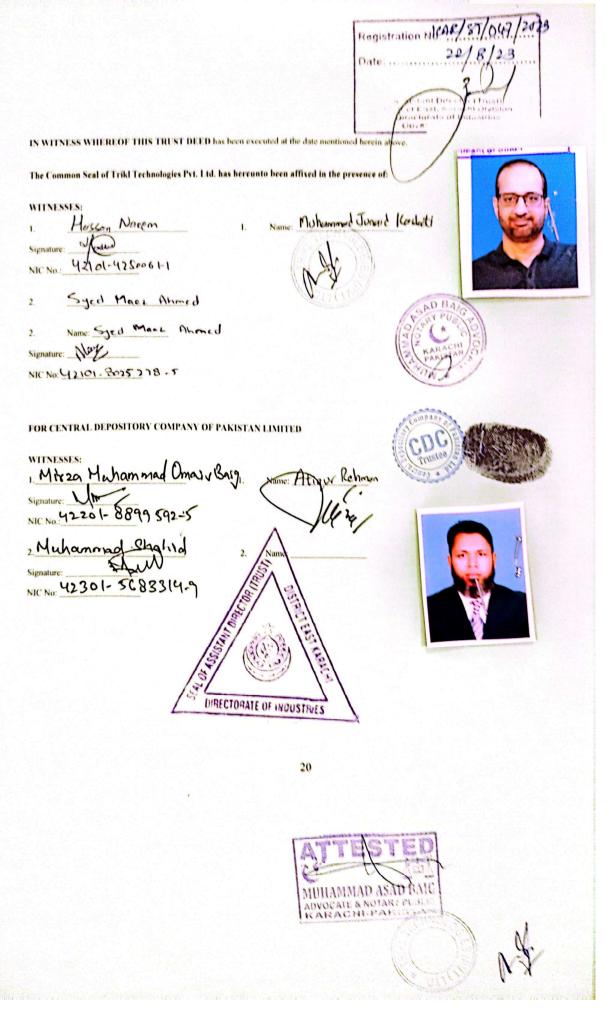






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ANNEXURE 'B'

LETTER FROM SECP TO CONSTITUTE THE TRUST UNDER THE NAME AND TITLE OF "TRIKL ISLAMIC DAILY PROFIT FUND"



SECURITIES AND EXCHANGE COMMISSION OF PARISTAN SPECIALIZED COMPANIES DIVISION POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

No. SCD/AMCW/TID##/ 382/2023

June 22, 2021

The Chief Executive Officer Tribl Technologies Pvt Limited
Suite No. 808, 8° Floor, Vital Foath Towers Main Shahrah e-Faisal

Subject: Principle approval for the registration of Trust Deed of Triki Islamic Dally Profit Fund

Dear Sir

i am directed to refer to your email dated May 19, 2023 wherein the draft trust deed of Tritl blams: Daty Profit Fund (the "Fund") to be executed between Tritl Technologies Pvt Umited and Central Depository Company of Pakistan Limited (the "Trustee") has been submitted for review and approval

in this regard, the Securities and Exchange Commission of Pakistan is pleased to convey its principle approval for registration of trust deed of the proposed Fund under the Sindh Trust Act, 2020 in Items of Regulation 44(3) of the Non-Banking Finance Companies and Notified Entitles Regulations, 2006.

The in-principle approval to the draft trust deed is without prejudice to the conditions and the requirements stipulated in the license issued in favor of the Management Company, the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003 and Non-Banking Finance Companies, and Notified Entities Regulations 2008.

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AD BAIG

Additional Joint Director

The Chief Executive Officer Central Depository Company CDC House, 99-B, Block '8', S to C.H'S. Main Shahrah-e-Faisal, Karocal.

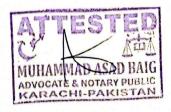
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ANNEXURE 'C'

LETTER FROM SHARIAH ADVISOR ON CONSENT ON TRUST DEED OF THE FUND



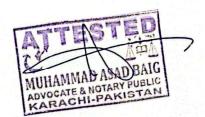
May 19, 2023

Mr. Haseeb Siddiqui

Suite # 802, 8th Floor, Vital Foakh Tower, Main

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DIRECTORATE OF INDUSTRIES





ANNEXURE 'D'

CONSENT TO ACT AS A SHARIAH ADVISOR OF THE FUND



May 19, 2023

Mr. Haseeb Siddiqui Chief Executive Trikl Technologies Pvt. Ltd Suite 8 802, 8th Floor, Vital Foakh Tower, Main Shahra-e-Faisal, Karachi, Palistan

Subject: CONSENT TO ACT AS SHARIAH ADVISOR

Assalam-u-Alaikum

Dear Mr. Hasee!

With reference to your email dated May 16, 2023 regarding the appointment of ArHillal Shariah Advisors as the "Shariah Advisors" of Islamic Daily Profit Fund under management of Triks Technologies Pvt. Limited. We hereby give our consent to act as the Shariah Advisor of Islamic Daily Profit Fund under management of Triks Technologies Pvt. Limited.

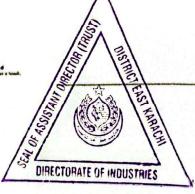
For and on behalf of Shariah Supervisory Council of Al-Hilal Shariah Advisors (Pvt.) Limited

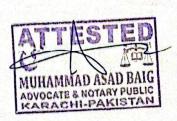




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ANNEXURE 'D'

TRUSTEE CONSENT TO ACT AS A TRUSTEE OF THE FUND

CENTRAL DEPOSITORY COMPANY OF PARISTAN LIMITED

OF PAINSTAN LIMITED
Head Office:
CDC House 19-8: Block 19
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CDC/T&C-U1/DH/0218/2023 May 18, 2023

Mr. Muhammad Haseeb Siddiqui Chief Executive Officer Irial Technologies Pvt. Limited ("Trikf") Suite No. 802, 8⁴ Floor, Vital Foakh Tower Main Shahrab e-Faisal Karachi

Dear Mr. Hasech

CONSENT TO ACT AS TRUSTEE OF TRIKL ISLAMIC DAILY PROFIT FUND

We refer to your email dated May 18, 2023 on the captioned subject, we would like to show our succere gratitude for preferring Central Depository Company of Pakistan Limited as a trustee for Iribl Islamic Daily Profit Fund. While valuing the trust and confidence you have placed on us, we desire to build a long-term relationship with you and hereby confirm our willingness to act as trustee of the said Fund.









ANNEXURE 'E'

TRUSTEE CONSENT ON TRUST DEED OF THE FUND

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

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CDC/TAC-U1/DH/0217/2023 May 18, 2023

Mr. Muhammad Haseeb Siddiqui Chief Executive Officer Trikl Technologies Pvt. Limited ("Trikl") Suine No. 802, 8° Floor, Vital Foakh Tower Main Shihrah-e-Faisal Karachi

Dear Mr. Haseeb

CONSENT ON TRUST DEED TRIKL ISLAMIC DAILY PROFIT FUND

This is with reference to the captioned subject, we have reviewed the enclosed draft of the trust deed of Trikl Islamic Daily Profit Fund and hereby convey our consent for the submission of the same with SECP for approval under Non-Banking Finance Companies and Notified Entities Regulations, 2008.

Please note that our consent is valid only for the draft trust deed enclosed with this letter. Any changes made in this document subsequently, will require our consent separately.

