

MOHAMMAD UMER STAMP VENDOR Licence # 14 Shop # 114, New Ruby Centre, Talpur Road, Boulton Market, Karachi (RUPEES FIVE HUNDRED ONLY)

83223

1 2 JAN 2022

ISSUED TO WITH ADDRESS MR GHULAM HABIB (Advocate) THROUGH WITH ADDRESS MR

KBA No: 63

AGREEMENT FOR SECURITIES TRADING THROUGH FIX GATEWAY

EMENT is made at Karachi on the 20 day of December, 2021 BETWEEN (1) PAKISTAN STOCK EXCHANGE

(NOT USE THE FREE WILL & BTVDRCE PURPOSE)
Vendor Not No. 10 having use Registered office, at Stock Exchange Building, Stock Exchange Road, Karachi, (hereinafter called 'the Exchange") which expression shall mean to include where the context shall require its successors in interest and assigns through its Chief Operating Officer - Pakistan Stock Exchange Limited, Mr. Nadir Rahman of the One Part; AND (2) M/s. Topline securities Limited, presently Trading Right Entitlement Certificate Holder/Broker of Pakistan Stock Exchange Limited having its office at 8th Floor, Horizon Tower, Plot #2/6 Block-3 Clifton Karachi. (hereinafter referred to as the "TREC Holder" / "Broker") which expression shall mean to include its successors-in-interest of the Other Part;

WHEREAS the said Member's internet solution has been integrated with the Exchange's Karachi Automated Trading System (KATS) through Exchange FIX Gateway (hereinafter referred as "Exchange FIX Gateway"

AND WHEREAS the TREC Holder is in a position to provide facility of securities trading through the said Exchange FIX Gateway Interface of the KATS of the Exchange to its clients.

AND WHEREAS the TREC Holder above-named has agreed to avail the Exchange FIX Gateway on the terms and conditions appearing hereinafter.

NOW, therefore, this Agreement witnesseth as under:-

- The Exchange at the request of the TREC Holder has agreed to provide the said Exchange FIX Gateway (FIX16801) to the TREC Holder for use by its clients.
- 2. The Exchange reserves the right to enhance the Annual License Fee at any time hereafter and the TREC Holder agrees to accept the same.
- That it is expressly understood between the parties that the TREC Holder shall be solely responsible for all trades executed through the Exchange FIX Gateway by its clients and the Exchange shall not in any case be responsible for any error, line disconnection, speed (service nardware competibility issue, omission, damages or losses as may be suffered by the TREC Holder arising from the use of the Exchange FIX Gateway.

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Register #:

Signature:....

- 4. That the TREC Holder hereby indemnifies the Exchange against all losses, damages, claims and expenses etc. that may be incurred or suffered by the Exchange resulting from tempering or abuse of the Interface by the TREC Holder lits clients in contravention of instructions/guidelines that may be issued by the Exchange from time to time for its use.
- That the terms of this Agreement is subject to the Rules & Regulations presently in force and as may be modified or made
 from time to time by the Exchange, which may include any change of format of Interface, discontinuation of services, etc.
- 6. That the TREC Holder hereby undertake and agree to abide by all the terms and conditions contained herein, more particularly in relation to use of facility and payment of license fee as may be prescribed by the Exchange from time to time and further undertake to ensure the use of Exchange FIX Gateway by its client subject to the terms and conditions of this Agreement.
- 7. That the Exchange FIX Gateway would solely be used by the TREC Holder to forward the orders entered by its clients. The TREC Holder will not allow any buy and sale order of common script to be matched at its own end. The matching of all orders shall necessarily be made by the Exchange's normal trading system.
- 8. That the TREC Holder shall comply with the Internet Trading Guidelines issued by the Securities &Exchange Commission of Pakistan from time to time
- 9. That this Agreement unless revoked, cancelled or terminated earlier by the Exchange_for_breach of any terms of this Agreement shall remain in force up to the time the TREC Holder is validly registered as a Broker with the Securities and Exchange Commission of Pakistan.
- 10. It is expressly understood between the parties here to that data pertaining to the clients of TREC Holders / Broker will reside in the KATS at Exchange's IT Division and it is expressly understood by the TREC holder / Broker that it shall be solely responsible for all trades executed through KATS by itself or its client and the Exchange shall not in any case be responsible for any error, Line disconnection, speed issues, hardware compatibility issue, commission, damages or losses as may be suffered by the TREC Holder /Broker or its client arising from the use of the KATS.

IN WITNESS WHEREOF the parties have signed this Agreement at Karachi on the date, month and the year first herein above mentioned.

WITNESSES:

IT Division
Pakistan Stock Exchange Ltd

SyED USAIR AHMED IT Head Nadir Rahman
Chief Operating Officer
Pakistan Stock Exchange Ltd

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Muhammed Sohail

Chief Executive Officer

Stamp

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