



MUHAMMAD ASHRAF QJIR STAMP VED.
 Licence No. 87, House No. 1085, Street No. 1
 Commercial District, Sector No. 2, Mahmoodeabad G, Karachi
 16897
ANIS AHMED Advocate
 No. 1356 HIG-K KARACHI

27 JAN 2015

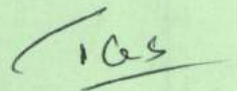
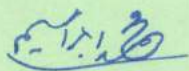
Waqf Deed

This Waqf Settlement Deed is made on 2nd February 2015 at Karachi by EFU LIFE ASSURANCE LTD, a Public Limited Company, duly incorporated under the Companies Ordinance, 1984, having its Principal place of business at 37-K, Block 6, PECHS, Karachi (hereinafter called the Settlor) through its duly authorized attorney, Mr. Taher G. Sachak, son of Mr. Gulamhusein, adult, Muslim, holder of Passport No. 511263753

WHEREAS:

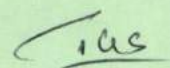
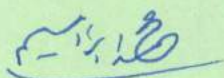
1. The Settlor is competent and legally authorized through RESOLUTION FOR ESTABLISHMENT OF WAQF by the Board of Directors and is desirous of establishing a Waqf Fund for the purpose of achieving the objectives and functions given herein below;
2. The Settlor has decided to and hereby establishes an irrevocable Fund called EFU Family Takaful Waqf Fund [hereinafter referred to as the Participants Takaful Fund (PTF)] which shall be a separate and independent entity to which assets (both tangible and intangible), liabilities, revenues and expenses may be clearly attributable, in such a manner that the effective beneficial ownership of assets is passed on to the PTF in compliance with the Shariah Principles;
3. The PTF shall be an accounting and Shariah entity which shall operate under the Shariah Principles applicable to Waqf Funds. For the purpose of compliance with the Insurance Ordinance 2000 components of the PTF will be attributable to different Statutory Funds.
4. The Settlor makes an irrevocable Waqf of Rupees Two Million only (Rs. 2,000,000) being the Waqf money for the purpose of achieving the objectives and functions given herein below; and
5. The Settlor has also undertaken the responsibility of managing and operating the said PTF on the terms and conditions appearing in this Deed and in the PTF Policies on the basis of a predefined fee (the "Takaful Operator's fee").

Whereas EFU LIFE ASSURANCE LTD shall be called as Settlor or Operator or Trustee, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its survivor(s).

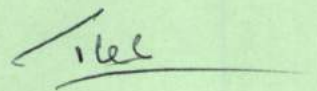
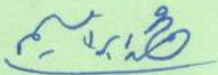


1. Definitions. – In this Deed, unless there is anything repugnant in the subject or context, –

- (i) **Accounting Year** means financial year of the Operator, that is, the twelve (12) months commencing from January 1st till December 31st;
- (ii) **Beneficiary** refers to any person who is entitled to benefits from the PTF and can include the Participant as well as legal heirs of a deceased Participant;
- (iii) **Commission** means Securities and Exchange Commission of Pakistan;
- (iv) **Contribution** means amount payable by the Participant to the Operator under a Takaful Contract;
- (v) **Waqf Donation** means the share of the Contribution paid by the Participant to be transferred into the Participant Takaful Fund;
- (vi) **Companies Ordinance** means the Companies Ordinance, 1984;
- (vii) **Deficit** means the shortfall in the PTF, that is, excess of expenditure over income and after accrual of all expenses and income in accordance with generally accepted accounting principles and applicable law for the time being in force;
- (viii) **Ordinance** means the Insurance Ordinance (XXXIX of 2000);
- (ix) **Operator and Trustee** means EFU LIFE ASSURANCE LTD working in its capacities of Wakeel and Modarib, as the case may be, thereby operating the PTF. The terms Operator and Trustee may be used interchangeably;
- (x) **Participant** is the person who participates in the Takaful Scheme and to whom a Takaful Contract is issued;
- (xi) **Participant's Membership Documents (PMD)** mean the documents detailing the benefits and obligations of the Participant under the Takaful Contract;
- (xii) **Qard-e-Hasna** means an interest-free loan to the PTF from the Shareholders' Fund, when the PTF is in deficit and insufficient to meet its liabilities;
- (xiii) **Participant Takaful Fund Policies** (PTF Policies) means policies formulated under this Deed in accordance with the Takaful Rules 2012";
- (xiv) **Re-takaful** means an arrangement for Re-takaful / re-insurance of liabilities in respect of risks accepted or to be accepted by the Operator in the course of his carrying on Takaful business and includes ceding risks from Participant Takaful Funds managed by the Operator to Re-takaful operator(s);
- (xv) **Shariah Advisor** means Shariah Advisor of the Operator, appointed in accordance with the Takaful Rules;
- (xvi) **Shareholders' Fund** means the Shareholders' Fund being maintained as per the Statutory requirements and shall consist of the paid-up capital and undistributed profits to the Shareholders.
- (xvii) **Takaful Rules** mean Takaful Rules, 2012 and shall include any modifications of the Takaful Rules 2012 as well as any rules which may be issued to replace the Takaful Rules 2012



Unless the context otherwise required, words or expressions contained in this Deed shall have the same meaning as in the Companies Ordinance, 1984, Insurance Ordinance, 2000 and Takaful Rules 2012; and words importing the singular shall include the plural, and *vice versa*, and words importing the masculine gender shall include feminine, and words importing persons shall include corporate entities.



2. Objectives and Purposes of Participants Takaful Fund

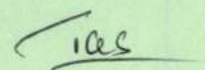
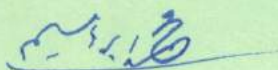
The objects and purposes of the PTF are as follows:

- 2.1 To receive contributions, donations, gifts, charities, subscriptions etc., from the Participants and others;
- 2.2 To provide relief to the Participants/Beneficiaries against benefits defined as per this Deed, the PTF Policies, the PMD and any Takaful Supplementary Benefit Document(s);
- 2.3 To give charities in consultation with the Shariah Advisor;
- 2.4 To invest monies of the PTF in and subscribe for, take, acquire, trade or deal in, instruments approved by the Shariah Advisor such as shares, stocks, sukuks, securities or instruments of redeemable capital of any other company, institution, mutual fund, corporation or body corporate or any other manner;
- 2.5 To do all such other things/acts/objects as are incidental or conducive to the attainment of the above objects or any of them.

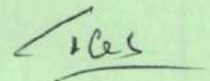
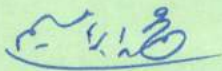
3. Operator's Obligations

The following shall be considered as the role of the Operator:

- 3.1 The Operator shall manage the PTF. The Operator may, through the PTF Policies, create sub-funds within the Waqf Fund after approval from the Shariah Advisor and the Appointed Actuary. If sub-funds are created then these will be managed in the same way as the Waqf Fund as a whole.
- 3.2 The Operator shall formulate Policies ("the Waqf Policies" or "the PTF Policies") which shall describe how the Waqf Fund (and any sub-funds) shall operate, which shall be in accordance with the applicable law for the time being in force; norms of the Takaful business and guidelines of its Shariah Advisor.
- 3.3 The Operator shall act as Wakeel of the PTF (for purposes other than investment management of PTF). For the investment management of the PTF the Operator shall act either as Wakeel, Modarib or Mustabzi after approval from the Shariah Advisor and the Appointed Actuary.
- 3.4 The Operator shall, on the basis of set rules and regulations to be defined in the PTF Policies and in the PMD, pay benefits to the Participants/Beneficiaries from the PTF as per its rules.
- 3.5 The Operator shall bear all the administrative and management expenses of the PTF, except those enumerated under clause 5.2 of this Deed, in consideration of defined Takaful Operator's Fee.
- 3.6 At least at the end of each accounting year the Operator shall evaluate the assets and liabilities of the PTF either on an overall basis or for each sub-fund created as per clause 3.1 and determine whether the operations for that particular period had produced a surplus. The surplus may be retained as a reserve or shared amongst the Participants under advice of the Appointed Actuary and the Shariah Advisor. The mechanism of surplus determination as well as surplus distribution would be defined in the PTF Policies as well as in the PMD.

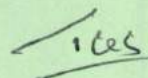
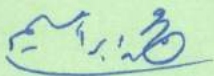


- 3.7 In case there is a deficit in the PTF, the Operator may donate an interest-free loan to be called Qard-e-Hasna to make good the shortfall in the Fund. The loan shall be repaid from the future surpluses generated in the PTF without any excess on the actual amount given to the PTF.
- 3.8 The Operator shall invest the available funds in the PTF in the modes and products that adhere to principles established by the Shariah and all such modes and products shall be approved by the Shariah Advisor of the Operator.
- 3.9 Subject to the provisions of the Ordinance, the Operator shall maintain reserves as its Appointed Actuary may require, in the PTF.
- 3.10 The Operator shall ensure that the Re-takaful arrangements are consistent with the sound Takaful principles and are as per the guidelines provided by its Shariah Advisor.
- 3.11 The Operator shall appoint a Shariah Advisor who shall be responsible for the approval of products, documentation, as well as approval of all operational practices and investment of funds.
- 3.12 The sub-fund established for any class of business shall, notwithstanding that the Operator at any time ceases to carry on that class of business in Pakistan, continue to be maintained by the Operator so long as it is required to maintain proper books and records for schemes belonging to that class under the law for the time being in force and applicable to the PTF.



4. Operator's Rights

- 4.1 The Operator shall be entitled to receive Takaful Operator's Fee which can, at the discretion of the Takaful Operator, vary for each class of Participants by the Takaful Scheme or Supplementary Benefits, as the case may be. The Operator shall have the right to make such adjustments in Takaful Operator's Fees as may be appropriate for each Participant. The Operator shall ensure that any adjustment to the Takaful Contributions which is not related to the assessment of risk is made from the Takaful Operator's fees and not from the Waqf Donations, which should be appropriate to the risk being placed in the PTF.
- 4.2 The Operator, in the capacity of Modarib or Wakeel, shall be entitled to set the profit sharing ratio or Wakalah fee relating to the investment management of the PTF based on the advice of the Shariah Advisor and the Appointed Actuary. The Operator might choose to keep different profit sharing ratios or Wakalah fee for different sub-funds after approval from the Shariah Advisor and the Appointed Actuary.
- 4.3 In the case of any surplus arising in the PTF while there is a Qard-e-Hasna outstanding, the Operator shall have a first right of return in respect of the amount provided as Qard-e-Hasna to PTF. The exact portion of surplus to be used for the payment of Qard-e-Hasna would be defined by the Appointed Actuary and the Shariah Advisor at the time of surplus in the PTF.
- 4.4 The Operator shall have a right to make payments from the PTF as enunciated in clause 5.2 of this Deed.
- 4.5 Notwithstanding anything contained herein, the Operator shall have such rights as may be deemed necessary, under the applicable laws for the time being in force, in accordance with Shariah guidelines.



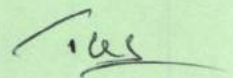
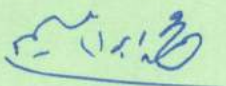
5. The income of and outgo from the PTF

5.1 The income of the PTF shall include but not be limited to the following-

- (i) Waqf Donations received from the Participants;
- (ii) Share of claims received from the Re-takaful Operators;
- (iii) Surplus share received from the Re-takaful Operators;
- (iv) Investment profits generated by the investment of funds and other reserves attributable to the Participants in the PTF;
- (v) Qard-e-Hasna by the Shareholders' Fund to the PTF (in case of a deficit);
- (vi) Commission received from Re-takaful Operators; and
- (vii) Any donation made by the Operator.

5.2 The outgo from the PTF shall include but not be limited to the following:-

- (i) Benefit claims Paid;
- (ii) Contributions paid to Re-takaful Operators;
- (iii) Takaful Operator's fees;
- (iv) Takaful Operator's share in investment income of the PTF;
- (v) Surplus distributed to the Participants;
- (vi) Return of Qard-e-Hasna to the Shareholders' Fund (after consultation with the Shariah Advisor);
- (vii) Any amount given to Charity; and
- (viii) Any expenses directly relating to determination of a right to a benefit with the permission of the Shariah Advisor.



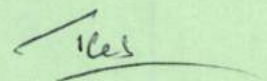
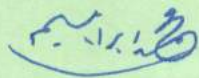
6. Eligibility for the Benefits

- 6.1 All members accepted as per the provisions of the Participants Membership Document shall be entitled for the benefits specified therein;

7. Dissolution

In the event of winding up of the PTF the following procedure would be followed:

- 7.1 An Actuarial Valuation would be carried out as at the date of the winding up of business for the PTF. The Valuation would be carried out as per the basis which the Appointed Actuary deems appropriate for this purpose.
- (i) If after discharging the entire Participants' liability there is a surplus, it would first be used to repay any remaining Qard-e-Hasna. If the surplus is not sufficient to repay the entire Qard-e-Hasna, it would be repaid to the extent that there is a surplus in the PTF. If there is a surplus even after paying the liabilities and Qard-e-Hasna, it would either be distributed to the Participants or given to charity as advised by the Shariah Advisor and the Appointed Actuary.
 - (ii) If the Actuarial Valuation shows that the PTF is not sufficient to pay the Participants' liabilities, the Takaful Operator may make a donation to the PTF to make good the deficit.
- 7.2 The seed amount would be transferred, with the approval of the Shariah Advisor, to another PTF/Waqf, formed for similar or any other purpose. However, the shareholders of the Operator shall not be entitled to any of the aforesaid amounts.



8. POWER TO MAKE RULES

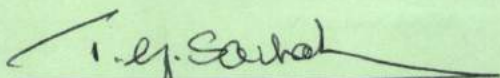
The Operator shall be and is hereby empowered to make Rules to effectuate the implementation of this Waqf Deed and the Objects of the PTF within the framework of this Deed in consultation with Shariah Advisor.

9. General

- 8.1 Notwithstanding anything contained herein, the Operator shall ensure due compliance with all applicable laws for the time being in force and Shariah Principles.
- 8.2 Subject to the Waqf rulings of Shariah, the Operator shall have the right to modify / change in, add to, subtract from this Waqf Deed, as may be deemed necessary, with due consultation and approval of the Shariah Advisor.
- 8.3 The Settlor shall be empowered to execute such number of Supplementary Deeds as may be deemed necessary for legal and operational reasons. However, all such deeds shall be executed with the approval of the Shariah Advisor.

IN WITNESS HEREOF the Waqf Deed is executed hereunto respectively on the day and year first here-in-above written.

For and on behalf of
EFU LIFE ASSURANCE LTD (the Settlor)



Mr. Taher G. Sachak
MD & CEO

Witness 1

Name: _____

Address: _____

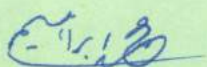
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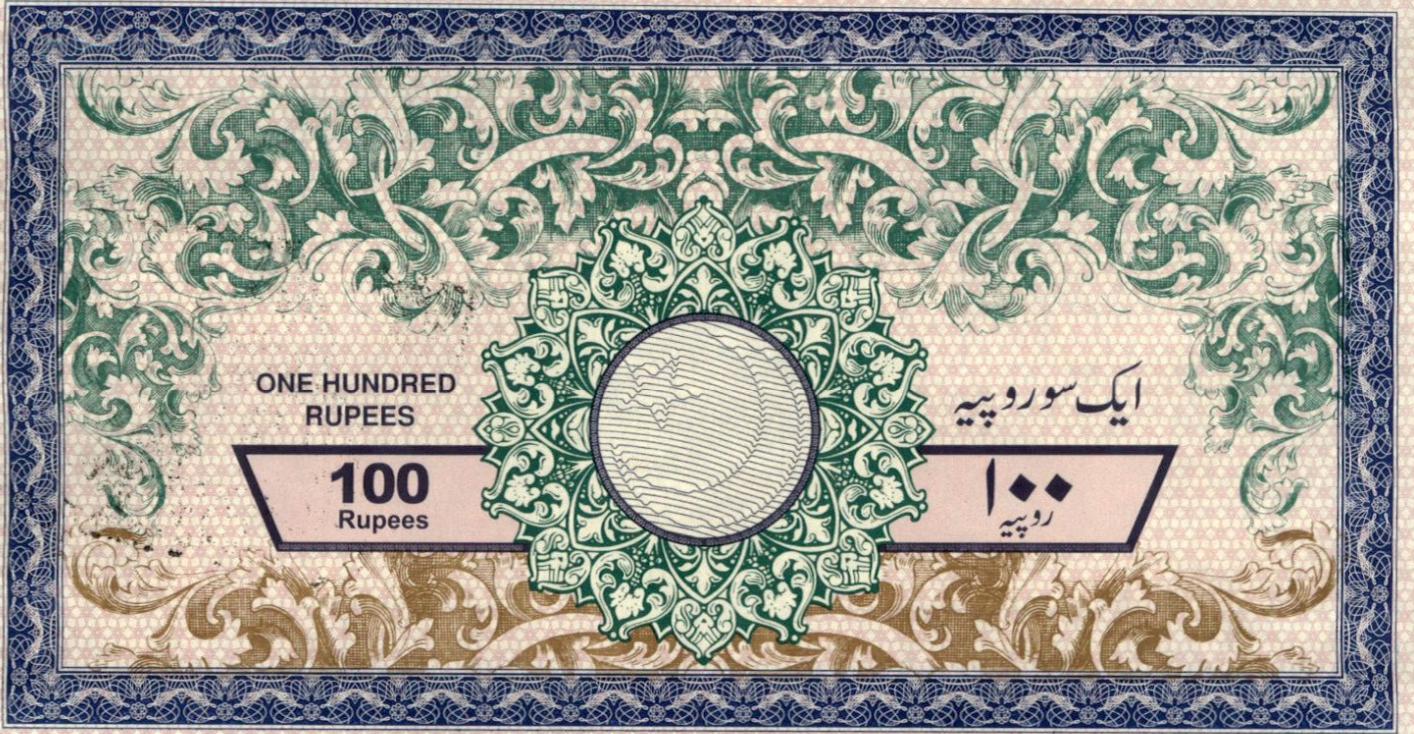
Witness 2

Name: _____

Address: _____

Signature: _____





M. MUDASSER STAMP VENDOR

Licence No. 61, Seat No. 3, Shop No. 25,

Hussain Square, Saddar, Karachi.

S. NO: 026245

DATE: 14 MAR 2024

IRFAN A. SHAIKH Advocate

Leg # 445 KBA

VENDOR NOT RESPONSIBLE FOR ANY LATE DOCUMENTATION

ADDENDUM TO THE WAQF DEED

This Addendum is made on 1st May 2024 to the Waqf Deed established by EFU LIFE- WTO on 2ND February, 2015 ("Original Waqf Deed").

WHEREAS,

EFU Life Assurance Limited ("EFU LIFE") acquired EFU Health Insurance Limited ("EFU Health") and intends to consolidate the Participant Takaful Funds / Waqf Funds of both the companies.

NOW, THEREFORE,

EFU LIFE-WTO hereby amends and supplements the Original Waqf Deed as follows:

1. A new Clause 1(xiia) shall be added to the Original Waqf Deed as follows:

Participant Takaful Fund means a separate fund set up into which the Participants; Contributions are paid and from which the Takaful benefits are paid out, here in this case it is EFU Family Takaful Waqf Fund and the Participant Takaful Fund / Waqf Fund established by EFU Health on March 29, 2017, the two Funds having been consolidated shallot be known as the EFU LIFE-WTO Waqf Fund ("Combined Waqf Fund"), and "Waqf Fund" wherever used shall have the same meaning.

2. A new Clause 1(xvia) shall be added to the Original Waqf Deed as follows:

Takaful Contract means a contract of Family / Health Takaful between the Participant and EFU Life-WTO or EFU Health.

3. A new Clause 1(xviiia) shall be added to the Original Waqf Deed as follows:

Takaful Scheme means a scheme under which the Participants contribute to the Participant Takaful Fund and which provides for mutual financial aid and assistance to the Participants in case of the occurrence of the agreed contingencies.

4. A new Clause 1A shall be added to the Original Waqf Deed as follows:

1A. Initial Contribution

The initial contribution (Seed amount) will be considered as PTF / Waqf which will always remain invested in Shariah compliant instruments. The Profits on the initial contribution after deduction of the Modarib Share (if any) will be the ownership of the PTF and can be used to pay benefits to the Participants or defray PTF expenses.

The initial contribution made by EFU LIFE-WTO to the Original Waqf Deed shall be combined with the initial contribution of 0.5 million PKR made by EFU Health to the Target Waqf Deed.

5. A new Clause 1B shall be added to the Original Waqf Deed as follows:

1B. Assets of Participant Takaful Fund

The Participant Takaful Fund shall comprise any one or all of the following:

- (i) The initial contribution made by EFU LIFE-WTO to the Participant takaful Fund and the initial contribution of 0.5 million PKR made by EFU Health to Waqf Fund established by that entity (collectively, "seed amount");
- (ii) The Contributions received from the Participants and others by way of donations, Contributions, gifts and
- (iii) Income or incomes derived from investments made by the Participant Takaful Fund
- (iv) Except for the seed amount (referred to as above) all the balance amounts may be utilized for offsetting the liabilities of the Participant Takaful Fund including liabilities in respect of payments of benefits to the Participants of the Fund.

6. Clauses 3.9 to 3.11 of the Original Waqf Deed shall be replaced with the following:

3.9 Subject to the provisions of the Ordinance, the Operator shall maintain statutory reserves in the PTF and any additional reserves as may be maintained under the PTF Policies with the approval of the Appointed Actuary, subject however, to the conditions that any such measure should not be maintained in contravention of the Takaful Rules.

3.10 The Operator shall make arrangement, if needed, consistent with sound Takaful principles for re-takaful of liabilities in respect of risk accepted or to be accepted in the course of carrying on Takaful business. All such arrangements will be made by the Operator in accordance with guidelines provided by its Shariah Advisor/Appointed Actuary.

3.11 The Operator shall appoint a Shariah Advisor/Appointed Actuary eligible to be appointed as such under the Takaful rules to supervise the activities of the PTF in accordance with the Shariah principles. The Shariah Advisor/Appointed Actuary shall be responsible for the approval of products,

documentation, as well as approval of all operational practices and investment of funds of PTF.

7. The following sentence shall be added at the end of Clause 4.1 of the Original Waqf Deed:

This right shall be subject to a presumption that the Operator shall never utilize such right knowingly, in a manner that the decision made becomes unreasonably detrimental to the interest of the PTF or its Participants.

8. Clause 5 of the Original Waqf Deed shall be read as if, in addition to its existing wording, it also stated the following:

- (i) Income of the PTF shall also include contributions received from the Participants, and any recoveries.
- (ii) Outgo from the PTF shall also include any expenses directly related to settlement of claims, third-party costs associated with underwriting (e.g. medical examination) if it has been credited to the PTF and in case of health, the refund of any Contribution due to the Participants as settlement benefit.
- (iii) The management and distribution of the Combined Waqf Fund shall be governed by the EFU LIFE- WTO based on the terms and conditions of the Original Waqf Deed, as amended hereby

9. Clause 6 of the Original Waqf Deed shall be replaced with the following:

All members accepted as per the provisions of the Participants Membership Document and paying the Contribution as determined by the Takaful Operator or guaranteeing it, shall be entitled to the benefits specified therein.

EFFECTIVE DATE: This Addendum shall be deemed to have become effective on 1st May 2024 and shall be binding on all parties.

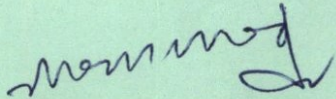
GOVERNING LAW: This Addendum shall be governed by and construed in accordance with the laws of Pakistan.



IN WITNESS WHEREOF,

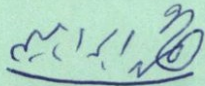
EFU LIFE- WTO has executed this Addendum on 1st May 2024.

For and on behalf of EFU Life Assurance Ltd. – Window Takaful Operations (the Settlor)



Mohammed Ali Ahmed
Managing Director & Chief Executive Officer

Shariah Approval:



Mufti Ibrahim Essa
Shariah Advisor – EFU Life Assurance Ltd. – Window Takaful Operations