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PART II

Statutory Notifications (S.R.O.)

GOVERNMENT OF PAKISTAN

PAKISTAN TELECOMMUNICATION AUTHORITY

NOTIFICATION

Islamabad, the 8th March, 2016

S. R. O. 397(I)/2016.—Pursuant to policy directive of the Federal Government *i.e.* Ministry of information Technology and Telecom on Technical Implementation of Mobile Banking including Mobile Money Transfers and Remittances *vide* letter No. 8-8/2006-Dir (W) dated 20th May, 2008, PTA in exercise of powers conferred under clause (o) of sub-section 2 of section 5 of the Pakistan Telecommunication (Re-organization) Act, 1996, hereby makes the following regulations, namely:—

PART-I

PRELIMINARY

1. Short title, Commencement and Applicability.—(1) These Regulations shall be called “Regulations for Technical Implementation of Mobile Banking, 2016”

(1377)

[2618(2016)/Ex. Gaz.]

Price : Rs. 20.50

(2) They shall come into force from the date of gazette notification.

(3) These Regulations shall apply to all Telecom operators and Third Party Service Providers (TPSP) to offer technical services for mobile banking through service level agreements with Authorized Financial Institutions by means of any of the mobile banking models prescribed in these regulations.

2. **Definitions.**—(1) In these Regulations unless there is anything repugnant in the subject or context:

- (i) **“Act”** means the Pakistan Telecommunication (Re-organization) Act, 1996 (XVII of 1996);
- (ii) **“Any-to-any Model”** means the arrangements between multiple authorized financial institutions at the one end and multiple telecom operators at the other end, necessitating a Third Party Service Provider for facilitating transactions (Explanation: “Any-to-any” has the same meaning as “many to-many” defined in SBP’s Branchless Banking Regulations);
- (iii) **“Pakistan Telecommunication Authority (PTA)”** means Pakistan Telecommunication Authority established under section 3 of the Act;
- (iv) **“Authorized Financial Institutions (AFIs)”** mean financial institutions authorized by State Bank of Pakistan to undertake mobile banking services under Branchless Banking Regulations and Regulations for Mobile Banking Interoperability issued by State Bank of Pakistan from time to time;
- (v) **“Branchless Banking Regulations”** mean the Regulations issued by State Bank of Pakistan *vide* BPRD Circular No. 09 dated June 20, 2011 and as amended from time to time;
- (vi) **“Class License”** means a license issued by PTA under the Class Licensing and Registration Regulations, 2007 for the specified class of telecommunication services;
- (vii) **“Consumer Data”** means the consumer antecedents required at the time of purchase of SIM and maintained in accordance with the

Subscriber Antecedents Verification Regulation, 2010 issued by PTA. It also includes any non-financial record/information about a consumer, whether in paper, electronic, or other form, available with TPSP(s) and Telecom operator(s);

- (viii) **“Consumer Sensitive Data”** means any or all information that is used by consumer to authenticate identity and gain authorization for performing mobile banking services, including but not limited to User ID, Password, Mobile PIN, Technical Transaction PIN etc.;
- (ix) **“Customer”**, for the purpose of these regulations, means a person who utilizes one or more of the mobile banking services offered by the financial institutions;
- (x) **“Customer Financial Data”** means a set of financial information of the consumer, which includes the account balance, deposits and data relating to financial transactions;
- (xi) **“Co-ordination Committee”** means a committee established to resolve the disputes among the parties to the dispute, comprising equal number of representatives from Telecom operator(s), TPSP(s) and AFI(s);
- (xii) **“Financial Institutions”** means Commercial Banks, Islamic Banks and Microfinance Banks as specified in State Bank of Pakistan’s Branchless Banking Regulations;
- (xiii) **“Financial Transaction”** means an act of depositing and withdrawing money into/from a bank account, transferring funds including making or receiving payments for goods and services etc;
- (xiv) **“Information”** includes text, message, data, voice, sound, database, *video*, signals, software, computer programs, codes including object code and source code and system design etc.;
- (xv) **“Interconnection”** shall have the same meaning as assigned in the Pakistan Telecommunication Rules 2000, which is “the physical and logical connection of two operator’s connectable systems thereby allowing customers of one system to connect with customers of the other system, or to access telecommunication services provided from the other system”;

- (xvi) **“Interoperability”** means the ability of a system which enables integration and interconnection among the AFIs, TPSPs and telecom operators for the provision of mobile banking services to consumers of AFIs.
- (xvii) **“Joint Committee”** means the Committee constituted jointly by PTA and SBP to resolve disputes among the stakeholders;
- (xviii) **“Mobile Banking”** means conduct of branchless/mobile banking activities through mobile phone device using Mobile Phone Network in accordance with SBP’s Branchless Banking Regulations, Regulations for Mobile Banking Interoperability, these regulations and other relevant regulations/guidelines/instructions issued by SBP and PTA from time to time;
- (xix) **“Mobile Banking Account”** means current account, saving account, or any other account excluding foreign currency account maintained by a consumer with an AFI for the purpose of conducting mobile banking transactions;
- (xx) **“One-to-one Model”** means one AFI offering mobile banking services in collaboration with a specific telecom operator.
- [Explanation: It is explained that an AFI can have several one-to-one arrangements with many Telecom Operators or alternately, one Telecom Operator can have several one-to-one arrangements with many AFIs provided that such arrangements are under proper SLA.];
- (xxi) **“Regulations for Mobile Banking Interoperability”** means the Regulations issued by State Bank of Pakistan on mobile banking services and as amended from time to time;
- (xxii) **“Regulations”** means the regulations issued by PTA from time to time including these regulations;
- (xxiii) **“Rules”** mean all or any rules issued by the Federal Government under Section 57 of the Act;
- (xxiv) **“Service Level Agreement (SLA)”** means an agreement providing measurable level of services between and/or among the telecom

operators, third party service Providers and the AFIs for the purpose of these Regulations;

- (xxv) **“State Bank of Pakistan (SBP)”** means the State Bank of Pakistan established under section 3 of the State Bank of Pakistan Act, 1956 (XXXIII of 1956);
- (xxvi) **“Technical Services”** means the technical platform/setup that facilitates end-to-end connectivity and system integration for mobile banking services (transactions channeling, routing and switching) with proper IT facilities, infrastructure and systems under formal SLA among AFIs, telecom operator(s) and TPSP(s);
- (xxvii) **“Telecom Operators”** means for the purpose of these regulations, mobile cellular licensees;
- (xxviii) **“Third Party Service Provider [TPSP(s)]”** mean(s) a Class Applications Service Provider for technical support of mobile banking services, licensed by PTA and authorized by SBP to provide technical services for channeling, routing, and switching transactions for branchless/mobile banking only; (Note: TPSP shall be for interoperability purpose within branchless banking domain, whereas Payment System Operators (PSOs) and Payment Service Providers (PSPs) shall provide an electronic platform for clearing, processing, routing and switching of electronic transactions under Rules for PSOs and PSPs issued and as amended by State Bank of Pakistan from time to time.)
- (xxix) **“Technical Transaction”** means conduct of activities related to mobile banking in the form of signaling and end-to-end transmission from mobile phone device to AFIs;
- (xxx) **“Transaction”** means an act or series of acts in relation to creation or performance of rights and obligations related to mobile banking.

(2) The words and expressions used but not defined in these Regulations shall have the same meaning as assigned to them in the Act, Rules and Regulations, Electronic Transactions Ordinance (ETO), 2002, Banking Companies Ordinance (BCO), 1962, Regulations for Mobile Banking

Companies Ordinance (BCO), 1962, Regulations for Mobile Banking Interoperability, 2015 and Branchless Banking Regulations issued by SBP from time to time, and as determined to be relevant by SBP and PTA.

PART-II

**PROVISION OF MOBILE BANKING SERVICES
UNDER ONE-TO-ONE MODEL**

3. Provision of Technical Services for Branchless/Mobile Banking by Telecom Operators.—(1) All Telecom operators having a valid License shall be eligible/entitled to offer technical services to AFIs for provision of mobile banking services, subject to these Regulations, without obtaining a separate license for this purpose from PTA under one-to-one model:

Provided that if a telecom operator has started providing technical services for mobile banking to AFIs prior to the commencement of these regulations the telecom operator shall be required to provide compliance certificate to PTA within six months of the issuance of these regulations:

Provided further that telecom operator(s) who wish to commence technical services to AFIs for mobile banking services after the issuance of these regulations, shall be required to provide a prior compliance certificate to PTA.

(2) Telecom operators shall not install any common switch having a single interface for provision of mobile banking services.

(3) The Telecom operator(s) who wish to offer technical services shall mutually agree to provide all relevant technical support to AFI(s) for provision of mobile banking services to AFI end-users.

(4) All Telecom operators shall upgrade their systems in terms of hardware and software in order to ensure confidentiality of end user authentication and technical transaction related data during transport or in any form stored within the Telecom operator's network.

(5) For provision of technical services for mobile banking through SMS, USSD and other protocols as allowed in SBP's Branchless Banking Regulations, the Telecom operator(s) shall obtain short codes from PTA, where applicable.

(6) All Telecom operators shall deploy security and encryption arrangements in their networks in order to ensure the integrity of technical transaction data during transmission and end-to-end delivery to the mobile phone device.

(7) All telecom operators shall meet the quality of service benchmarks issued by PTA, from time to time, regarding network availability, resource availability, reliability, priority SMS, message delivery and security standards required for protecting consumer data, consumer sensitive data and customer financial data.

(8) All telecom operators shall ensure technical transaction and receipt of confirmation message as per benchmarks mutually agreed with the AFI for the facilitation of consumer.

(9) The customer account must reside with AFI(s), each financial transaction must hit the consumer mobile banking account and no monetary value should be stored on the mobile phone device or any of the intermediate staging system.

(Explanation: The balances shown on mobile phone device etc. will only be a reflection of actual mobile banking account balances).

(10) The Telecom operator(s) shall not perform any banking function(s).

(11) PTA shall have the power to examine a telecom operator(s)'s technical arrangement with AFI(s).

(12) Telecom operator(s) shall maintain detailed technical transaction logs to enable processing of audit trails required to be reconstructed in the event of any dispute(s) or supervisory concern(s) of PTA or SBP, without compromising the confidentiality.

(13) In case, the Telecom operator(s) mutually agree to terminate/discontinue their arrangements with AFIs, they shall seek approval from PTA ninety (90) days in advance in writing of such termination/discontinuation.

(14) All telecom operators shall comply with the data and security requirements prescribed at Annexure A and as amended by PTA from time to time.

(15) The Telecom operator(s) shall be liable, in case such Telecom operator(s) fail(s) to take appropriate measures to execute the financial and technical transaction(s), ensure quality of service, security, integrity, and confidentiality in a manner agreed with AFIs and in accordance with SLA, Rules, Regulations, and License conditions. However, AFI(s) shall be liable to

their customers for any financial loss, fraudulent activities, and its consequences thereof in accordance with the applicable laws.

(16) All Telecom operators shall comply to the SLA Requirements, Network Conditioning and Dispute Settlement Mechanism provided in these regulations.

PART-III

PROVISION OF TECHNICAL SERVICES FOR MOBILE BANKING SERVICES UNDER ANY-TO-ANY MODEL

4. **Provision of Technical Services of Mobile Banking by TPSP(s).**—(1) All TPSPs having a license from PTA and authorized for providing technical services for mobile banking by SBP shall be allowed to provide technical services to AFI(s) and telecom operators for offering mobile banking services under any-to-any model. The primary objective of TPSP should be to enable interoperability among AFI(s) and Telecom Operators. The terms and conditions will be mutually agreed among TPSP(s), Telecom operator(s) and AFI(s).

(2) The TPSP(s) and the Telecom operator(s) shall ensure the integrity of financial and technical transactions and data (both consumer data, consumer sensitive data and consumer financial data during transit and/or storage in their respective network(s) till delivery to consumer's mobile phone device, subject to these Regulations and terms and conditions of licenses, including:

- i. Security, quality of services, encryption arrangements; and
- ii. Secrecy, confidentiality, authenticity and non-repudiation of financial and technical transactions.

(3) The TPSP(s) shall be liable to AFI(s) in case such TPSP(s) fail(s) to take appropriate measures to facilitate the execution of financial and technical transactions, ensure quality of service, security, integrity, and confidentiality in a manner agreed with AFI(s) and in accordance with applicable laws, SLA, Rules, Regulations, and License conditions. However, AFI(s) shall be liable to their consumers for any financial loss, fraudulent activities, and its consequences thereof in accordance with the applicable laws.

(4) The TPSP(s), at minimum, should be capable of:

- i. Channeling, switching and routing all technical transactions on real time basis;

- ii. Integrating and Interconnecting multiple AFIs with multiple telecom operators to enable interoperability;
- iii. Integrating and interconnecting with peer TPSP(s);
- iv. Maintaining all proofs of technical transactions; and
- v. Providing day-end report(s) of financial and technical transactions to member AFI(s) for reconciliation.

(5) In each case, the customer account must reside with AFI(s), each financial transaction must hit the actual consumer mobile banking account and no monetary value should be stored on the mobile phone device or any of the intermediate staging system. An information message about the completion of the transaction may however be sent to the parties at both end of the transaction for implementation.

(Explanation: The balances shown on mobile phone device etc. will only be a reflection of actual account balances).

(6) Clearing and settlement of transactions among member AFI(s) shall be made as per the Payment Systems and Electronic Fund Transfers (PSEFT) Act, 2007 and other relevant instructions/guidelines issued by SBP from time to time.

(7) The TPSP(s) and the Telecom operator(s) shall not perform any banking and/or branchless banking function(s).

(8) PTA shall have the powers to examine a TPSP(s)'s technical arrangement with telecom operator(s) and AFI(s).

(9) TPSP(s) and Telecom operator(s) shall maintain detailed technical transaction logs to enable processing of audit trails required to be reconstructed in the event of any dispute(s) or supervisory concern(s) of PTA and SBP, without compromising the confidentiality.

(10) The TPSP(s) shall immediately notify to PTA in writing, any change in TPSP(s)'s ownership, management, governance structure or any other significant change(s) in the conduct, governance or delivery of services.

(11) In case, the TPSP(s) mutually agree (s) to terminate/discontinue its/their arrangements with Operator(s) and AFI(s), it/they shall seek prior approval from PTA ninety (90) days in advance in writing of such termination/discontinuation.

(12) All TPSPs and Telecom operators shall comply with the data and security requirements prescribed at Annexure A and as amended by PTA from time to time.

(13) All TPSPs and Telecom operators shall have infrastructure to support high availability of services and ensure network redundancy arrangements and proper disaster management/hot backup systems to ensure smooth operations. TPSPs and Telecom operators shall also ensure that these arrangements are properly and specifically covered in SLAs with AFIs.

(14) All TPSPs shall ensure compliance with SLA requirements, Procedure for award of TPSP license, Network Conditioning and Dispute Settlement Mechanism in accordance with these Regulations.

PART IV

SERVICE LEVEL AGREEMENTS

5. **Service Level Agreement (SLA).**—(1) The Provision of mobile banking services shall be commenced upon execution of a written SLA among the Telecom Operators, TPSP(s) and AFI(s):

Provided that a copy of the SLA shall be forwarded to PTA by TPSP/Telecom operator for information within thirty (30) days of the effective date of such agreement:

Provided further that PTA may alter, modify or impose any additional conditions in the Service Level Agreement, if deemed necessary.

(2) The SLA between TPSP(s), the Telecom operator(s) and AFI(s) shall at minimum cover the following areas:

- (i) Definition of the rights, expectations, roles and responsibilities of each party;
- (ii) Set the scope of work to be performed by TPSP(s) and/or telecom operator(s) and AFI(s);

- (iii) Optimal performance level to be agreed between the parties;
- (iv) Commission/revenue sharing structure for the work to be performed by TPSP(s) and/or Telecom operator(s) and AFI(s) mutually agreed between the parties;
- (v) Statement that the telecom operator(s) and TPSP(s) will not act or appear to act in a capacity equivalent to that of a member of management or an employee of the AFI(s).
- (vi) Statement that the TPSP(s) and the Telecom operator(s) must ensure safekeeping of all relevant records, data and documents /files as per conditions of license issued by PTA and authorization by SBP; or alternatively, such records to be shifted to the AFI(s) at regular pre-specified intervals;
- (vii) Statement that PTA and/or SBP shall have authority to examine an AFI's arrangement with TPSP(s) and Telecom operator(s) obtain information through the concerned supervisory agency in accordance with the mechanism prescribed by PTA and SBP;
- (viii) Statement that all financial information/data that the TPSP(s) /Telecom operator(s) collect in relation to mobile banking services over their networks is the property of the concerned AFI(s), and the concerned AFI(s) will be provided the copies of related record /information as and when required;
- (ix) Statement that all concerned parties shall ensure secrecy of all mobile banking transactions in accordance with all applicable laws;
- (x) Establish a protocol for changing the terms of the service contract and stipulations for default and termination of the contract;
- (xi) Set the parameters that are measurable and specific e.g. availability and quality of service, maximum time window to deliver the message, maximum service outages, and service outage credit/compensation to AFI(s);
- (xii) Standards to ensure throughput of transactions and receipt of confirmation message are as per benchmarks mutually agreed for the facilitation of customers;

- (xiii) Statement about the documentation of IT setup & architecture, integration, and technical controls for appropriate risks mitigation measures to ensure Data Security, Operations and Procedures of IT Services;
- (xiv) Statement about the ability to meet disaster recovery/redundancy and business continuity requirements;
- (xv) Statement that the contingency plans are in place to cope with unforeseen circumstances;
- (xvi) Statement about validation of appropriate certifications and trust marks on required services/infrastructure;
- (xvii) Identify areas where additional/changed processes and controls are appropriate;
- (xviii) Statement that no sublicensing shall be allowed;
- (xix) Statement about termination of Service Level Agreement for any systemic breach after approval of PTA and SBP;
- (xx) Statement of Processing Integrity—that system processing is complete, accurate, timely, and authorized;
- (xxi) Statement of Online Privacy — that consumer information obtained as a result of mobile banking is collected, used, disclosed, and retained as committed or agreed;
- (xxii) Statement that information designated as confidential is protected as per license conditions;
- (xxiii) Statement about penal action in case of breach of any clause(s) of the agreement and arbitration in case of any dispute between or among the parties.
- (xxiv) Statement that the consumer complaint redressal procedures are in place which clearly define the roles & responsibilities of AFI(s) and TPSP (s)/Telecom operator(s) in handling the consumer's complaints; and
- (xxv) Statement covering obligations of both parties subject to Force Majeure.

- (xxvi) Statement that all charges/fees structure and income sharing among the AFI(s), TPSP(s) and Operator(s) in a transparent manner are provided. The fees structure should be devised in manner which is commensurate with the mobile banking services standards and the same should be disclosed to the consumers at the time of mobile banking transactions.

PART-V

THIRD PARTY SERVICE PROVIDER LICENSE

6. **Procedure for award of TPSP License.**—(1) All applications shall be made to PTA for grant of TPSP license as per the format given at Annexure B along with required documents set out at Schedule I.

(2) An application under sub-regulation (1) shall be made in original and shall be addressed to the Director General Licensing of PTA.

(3) PTA shall review the application in accordance with the determined technical criteria and forward the case along with its recommendations to SBP for evaluation.

(4) SBP shall evaluate such applications under applicable laws, Rules/Regulations and shall communicate its decision to PTA. PTA reserves the right to reject any application without assigning any reason and incurring any liability whatsoever.

(5) PTA may if deemed necessary, conduct a brief inspection of applicant TPSP(s) jointly with SBP to assess its suitability to function as TPSP before issuance of license.

(6) Subject to sub-regulation (4) above, upon receipt of positive confirmation from SBP, PTA may issue a Class Financial and Applications Service Provider License/Registration to TPSP as prescribed in the Class Licensing and Registration Regulations, 2007.

(7) The license issued to TPSP by PTA shall be subject to terms and conditions provided therein.

(8) After the issuance of License by PTA, TPSP shall apply to SBP for

authorization. SBP shall authorize the TPSP for the provision of technical services for mobile banking.

PART-VI

MINIMUM CAPITAL REQUIREMENTS

7. **Minimum Capital Requirements.**—(1) TPSPs are subject to an Initial Capital Requirement and an On-Going requirement of Minimum Paid-Up Capital (free of losses) of PKR 200 million (Rupees Two Hundred Million Only) or any other amount as may be prescribed by SBP from time to time.

(2) TPSPs will maintain at all times at least ten percent (10%) of the required capital or any other amount prescribed by SBP from time to time, as security deposit at SBP-BSC Office. Five percent (5%) of the security deposit will be kept in a non remunerative current account with the SBP-BSC Office and five percent (5%) in the form of Government security to be kept under lien at SBP Banking Services Corporation (SBP-BSC) Office.

PART-VII

NETWORK CONDITIONING

8. **Network Conditioning.**—(1) AFI(s) may be facilitated for provision of mobile banking services by TPSP(s) and Telecom operator(s) through Short Messaging Service (SMS), Wireless Application Protocol (WAP), Interactive Voice Response (IVR), Unstructured Supplementary Service Data (USSD), SIM Application Toolkit (STK) or any other means as allowed by PTA from time to time:

Provided that any mode of channel(s) agreed between the AFI and TPSP and Telecom Operator under sub-regulation (1) above shall be robust to ensure that no transaction is lost or delayed beyond prescribed parameters.

(2) Telecom operator(s) and TPSP (s) are encouraged to extend telecommunication services and systems to facilitate each other in provision of Technical Services for mobile banking and TPSPs may sign interconnect agreements/SLAs with all the telecom operators and AFIs for offering mobile banking services.

(3) A TPSP shall have arrangements with peer TPSPs for switching and routing Inter-Bank mobile banking transactions. In this regard, TPSP(s) shall make available its network to all parties in the arrangement, based on criteria that

is transparent and generally applicable to all institutions without discriminatory practices.

(4) End-to-end application layer encryption of consumer sensitive data should be implemented to ensure that such data are not displayed as clear text on the screen of the mobile phone device in accordance with the applicable laws.

(5) In order to avoid loss or delay in transaction beyond permissible time limits as agreed between TPSP(s)/Telecom operator and AFI(s), all TPSP(s) and/or the Telecom operator shall make available best possible arrangements *i.e.*, dedicated pipes/ channels etc. TPSP(s) and/or telecom operator(s) and AFI(s) shall also ensure delivery assurance and failure notification to the originator of transaction in case of any technical interruption.

(6) To differentiate services and branding, the TPSP(s) shall make available short codes to AFI(s).

(7) Telecom operator(s) and TPSP (s) shall implement adequate measures to retrieve aborted/disrupted technical transactions and to eliminate chances of duplication of technical transactions resulting from delays or session failures due to network access problems in systems.

PART-VIII

CONSUMER PROTECTION, PUBLIC EDUCATION & AWARENESS AND DISPUTE SETTLEMENT MECHANISM

9. **Dispute Resolution.**—(1) In case of any dispute between/among the AFI(s), Telecom operators and TPSP(s), the parties will mutually co-operate in good faith to resolve disputes. If the parties do not reach an agreement on the dispute within five (5) Business Days, either party may give three (3) Business Days written notice to the other party of its intention to escalate the matter to the Co-ordination Committee.

(2) If the dispute is not resolved prior to the expiry of the notice period, then either party may notify the other party that it wishes to refer the dispute to Co-ordination Committee, which shall consist of an equal number of representatives from each party.

(3) The Co-ordination Committee shall meet within ten (10) Business Days of the receipt of the dispute notice to review and resolve the dispute.

(4) If the Co-ordination Committee is unable to resolve the dispute

within twenty (20) Business Days from the receipt of dispute notice, then either party may refer the dispute to the concerned regulator.

(5) In the event of a reference to PTA or SBP, the parties in dispute shall compile a detailed dispute report, which shall include the origin, nature and extent of issues and any proposals for resolution and make their respective reports available to the concerned regulator and to each other within twenty-eight (28) days of the referral.

(6) PTA and SBP may constitute a Joint Committee to resolve the dispute between the parties.

(7) The decision taken by the Joint Committee shall be final and the same shall be abided by the parties in dispute.

10. **Consumer Complaint.**—All Telecom Operators and TPSPs shall put in place an effective, comprehensive and efficient consumer complaint handling mechanism to safeguard consumers against risks of fraud, loss of privacy, delays in service provisioning etc.

11. **Public Education.**—All Telecom operator(s) shall launch public awareness campaigns both in electronic and print media with the objective to educate public at large with regard to mobile banking services.

[No. 81/Regs/PTA/2011/301.]

ERUM LATIF,
Deputy Director (Law & Regulations).

Annexure A

Data & Network Security Parameters

	Telecom operator	TPSP
Physical security of infrastructure	X	X
Availability of services	X	X
Client transit data confidentiality and integrity	X	X
Client stored data confidentiality and integrity	X	X
Accountability and Non-Repudiation	X	X
Error messaging and exception handling	X	X

Authentication of client and FI	X	X
End User information security awareness	X	X

Annexure- B

Application No. (to be filled by PTA)

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<Application Form on the Company's Original Letter Head >

Application Form

I, _____ certify that I am the authorized representative of M/s, hereinafter called 'The Company', and is legally authorized to sign for and on behalf of The Company and that all the statements made are true and correct to the best of my knowledge.

1. *On behalf of the company I would like to apply for a Third Party Service Provider (TPSP) License.*
2. *I have completed all prerequisites.*
3. *I understand that the submission of this proposal does not automatically qualify my company for award of a TPSP license by Pakistan Telecommunication Authority.*

Schedule-I

Application No. (to be filled by PTA)

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**CHECK LIST FORM
TO BE SUBMITTED WITH THE APPLICATION**

#	Items	Check (✓) if attached	# of Pages	For PTA use only
1	Application Form			
2	Applicant(s) profile			
3	Process Fee; Submit proof of deposit			
4	Certificate of Incorporation /Registration and Memorandum & Article of Association and Form 29 duly certified by SECP			
5	List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License			
6	Shareholders with details of their shareholdings			
7	List of Shareholder Affiliates that are Operators or applicants for a License, and description of relation to Applicant			
8	National Income Tax Number (if any)			
9	a. Certified copies of valid Computerized National Identity Card (for Pakistani Nationals)/Passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company.			
	b. Attested copies of Passports of foreign nationals to be submitted through Ministry of Foreign Affairs after security clearances.			
10	Undertaking on duly notarized stamp paper for:			
	a. That the Company or its Directors have never been declared insolvent by any court of law.			
	b. That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences).			
	c. That neither the applicant Company nor its shareholder directors are defaulter(s) of PTA.			
11	Bio-data of key management personnel			
12	Brief Description of the Applicant's Business Plan for initial five years of operation including:			
	Feasibility of the project, statement showing initial cost of the project, Bank statement in the name of the company, projected balance sheet, profit and loss account, and cash flow statement.			
13	Network Plan			

#	Items	Check (✓) if attached	# of Pages	For PTA use only
14.	Copy of proposed Service Level Agreements with the Access/Infrastructure Provider/ customers.			
15.	Brief description of committed financial resources to meet Capex of the project for the 1st year in the form of bank statement of the company's account duly signed and stamped by bank manager, confirmed commitments, letter of intent, MOU signed by the bank and CFO/ Authorized officer of the company for any long term debt.			
16.	Special Power of Attorney granted to the person who submits and signs letter of application			
17.	Details of list of Associated Companies, Subsidiaries and other related parties of the Applicant.			
18.	"Fit and Proper Test" of Directors, CEOs and Key Executives. (the format is available on request)			
19.	Details of beneficial owner(s), sponsor(s) and shareholder(s) (holding 10% or more shares) (the format is available on request)			
20.	Audited financial statements of the Company/Applicant for the last three (3) years where applicable.			
21.	Any other relevant document (s)			