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Licence No. 38, Seat No. 8, Shed A, 208274 Ourt, Karachi S NA

ISSUED TO WITH ADDRESS ...... MR: JOHAR ABID RIZVI

### THROUGH TO WITH ADDRESS ..... DATA COMMUNICATION NETWORK SERVICE AGREEMENT

ALU 192 This agreement is made at Karachi on this 20 day of Feb 2014

Between

M/s. Multinet Pakistan (Private) Limited, a company incorporated under the laws of Pakistan, having its office at ID-203, Sector 30, Korangi Industrial Area, Karachi (hereinafter referred to as the "Multinet", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns);

#### And

Mr. I Mis <u>Frances</u> <u>Securities</u> <u>Ue</u> a Member of Karachi Stock Exchange (Guarantee) Limited (the "KSE"), having its office at <u>Programs plags but 664, 665</u>, Karachi (hereinafter referred to as the "Customer", which expression shall be deemed to mean and include his/its legal heirs, representatives, executors, administrators, successor-in-interest and assigns);

(the terms "Multinet" and the "Customer" are hereinafter also referred to collectively as the "Parties" and individually as a "Party").

WHEREAS KSE has introduced Karachi Automated Trading System (KATS) to enable its members to carry out securities trading, among others, through Automated Remote KATS Terminals.

AND WHEREAS Multinet has been duly authorized in terms of a license issued by the Pakistan Telecommunication Authority to offer Data Communication Network Service in Pakistan;

**AND WHEREAS** the Pakistan Telecommunication Company Limited has by an agreement duly authorized Multinet to use lease data circuit, which Multinet required for the provision of the Service in Pakistan.

**AND WHEREAS** the Customer is desirous of obtaining connectivity and the services hereinafter described from Multinet and KSE has also accorded its written approval to Multinet for the provision of the same to the Customer.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set out, the Parties hereto agree as under:-

- 1. That the Multinet shall provide Data Communication Capability to the Customer and provide the services as described below (hereinafter referred to as the "Services") and for this purpose facilitate the KSE, which are the minimum level of services expected from the Multinet:-
  - (a) Provide 1MB or higher Committed Information Rate (CIR) connectivity.
  - (b) To provide 24 x 7 support to the Customer and to the KSE.
  - (c) Use secured fiber medium for all KSE links.
  - (d) Establish separate help desk for complaints related to KSE and maintain call histories.
  - (e) Carry out all installation and maintenance related to their services and connectivity.
  - (f) Install Network Monitoring Software for active monitoring of nodes in their NOC (Network Operations Center) and also provide access of the same facility to the KSE.
- 2. That in consideration of the said Services, Multinet shall be entitled to recover following charges from the Customer:-
  - (a) Network Connectivity one-time charges:-
    - (i) Rs.15,000/-, if the connection is required in a premises located at I.I.Chundrigar Road, Karachi or at a location where fiber line has already been laid by Multinet.
    - (ii) In other areas of Karachi, these charges will be in accordance with the cost of laying fibre to Customer's premises. For this purpose, Multinet shall provide prior quote of such cost to the Customer. However, all the Customers/members of KSE will share this cost if they are located within the same building.
  - (b) Monthly charges per 1Mbps Rs. 10,000/-
  - (c) Security device if required by the Customer will be provided by Multinet at an estimated cost of US\$ 800
    + applicable duties.
- 3. That the Multinet will be solely responsible to carry the data through its network from Customer's KATS Terminals to KSE Servers. The KSE has already allowed Multinet access to its KATS Servers at its office through which the Multinet may link-up the KATS Terminals of the Customer.
- 4. That the Multinet warrants that services provided by it under this agreement will be of professional quality conforming to generally accepted standards and practices and that it will make its best efforts to ensure a continuous trouble free service to the Customer round the clock. Further that, it will make all out efforts to rectify the problems without delay that may arise hampering the smooth flow of data communication to the KSE Servers. It is understood that any unreasonable delay in attending to faults in communication network of Multinet may result in substantial loss/loss of profit to the Customer. However, the KSE shall not be responsible for any failure, delay, interruption, corruption, etc. in data that is communicated through the network of Multinet and it shall be a matter solely between the Multinet and the Customer.
- 5. That before execution of this agreement, Multinet has obtained written approval from KSE for providing connectivity and said services to the Customer. Further, Multinet shall provide to KSE a copy of the agreement with the Customer before providing connection to the customer.
- 6. That the Multinet is hereby specifically prohibited from engaging in any of the following actions:-
  - (a) Any course of action which compromises the performance, security or integrity of KSE servers or its system.
  - (b) Any type of tempering or invasion of security system, password protection or encryption.
  - (c) Any other activity prohibited by any applicable law, rule, regulation or license.
  - (d) Any action or inaction causing damage to the KSE's reputation.

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- 7. That the Multinet, including its employees, shall hold in confidence and not disclose or divulge to others or use either during or after the termination of this agreement, any business or technical information that it may acquire from the KSE or the Customer.
- 8. That the terms and conditions of this agreement can only be varied with the consent of both the parties.
- 9. This agreement shall take effect from the date of its execution and shall remain in force for a period of three years. The initial term shall be deemed to be renewed for similar successive periods with mutual consent unless the Agreement otherwise terminates.
- 10. This agreement may be terminated in the following circumstances:
  - (a) By either party upon written notice to the other should the other party (in a matter capable of remedy) fail to observe the terms or perform any of its obligations herein contained and fail to remedy the same within four weeks of receiving written notice specifying the matters complained of;
  - (b) By either party upon written notice of two months to the other party, without assigning any reason.
  - (c) Immediately ipso facto upon termination of agreement between KSE and Multinet by virtue of which the KSE has permitted Multinet to provide connectivity to such of is members as it may allow in writing from time to time.
  - 11. The staff of KSE will have the rights to access the Network Devices of Multinet to monitor the network performance and Remote Users.

In witness whereof the parties hereto have executed this Agreement on the date mentioned above.

Multinet Pakistan (Pvt.) Limited

Witnesses:

HAMZA TAFRI Name Ke LOUN Designation

espepartment kistan (Pvt) Ltd Signature

Mr. / M/s. Member-KSE (Customer)

Name Princ

Designation

# VISIONMAX (PRIVATE) LIMITED

Software Solutions Provider

# SOFTWARE MAINTENANCE AGREEMENT

TAURUS TRADE - ONLINE TRADING SYSTEM

That the First party shall provide technical assistance to diagnose issues / problems faced during regular operations of ONLINE TRADING SYSTEM "TAURUS TRADE".

That the maintenance agreement shall not include enhancements or new functionality requested by the second party, for which a separate proposal will be submitted.

**That** any major upgrades (new modules or extensive enhancements to the software) carried out by the First Party. The First Party shall inform of the new modules and any new features and their cost accordingly.

That the Second Party shall make payment of Rs. xxxixxx.xx+Add-on Charges (If any) per month (exclusive of SST) as software maintenance to the First Party through Crossed Cheque after deduction of all liable taxes.

That the Maintenance charges will be increased 10% or increase in Inflation rate which ever is higher.

Customer Support via Telephone, Email or Remote Assistance is available from 9:00 am to 7:00 pm Monday - Friday. Reasonable availability of Customer Service Representative(s) when resolving a service related incident or request.

The agreement will be effective From January 01, 2024.

Both the parties hereby agree on the above terms and conditions.

### For VISIONMAX (PRIVATE) LIMITED

Authorized Signatory



Authorized Signatory

For TAURUS SECURITIES LIMITED

530, 5th Floor, Stock Exchange Building, Stock Exchange Road, Karachi. Tel: 021-32400167, O21•32461377 Website:<u>www.visionmax.pk</u> Email: <u>info@visionmax.pk</u>