

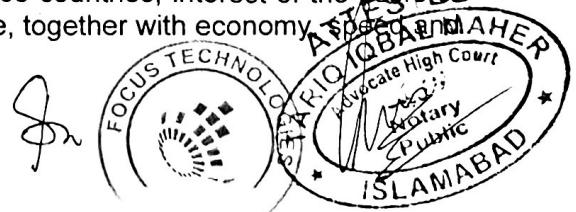
**AGREEMENT FOR LOGISTICS, TRANSPORT AND DELIVERY OF
PAKISTAN POST INTERNATIONAL MAIL
BETWEEN
“PAKISTAN POST OFFICE DEPARTMENT” AND
“M/S FOCUS TECHNOLOGIES (PVT) LTD.”**

This Agreement is made between the President of the Islamic Republic of Pakistan through **PAKISTAN POST OFFICE DEPARTMENT** (hereinafter referred to as "**PPOD**") and **M/S FOCUS TECHNOLOGIES (PRIVATE) LIMITED** (hereinafter referred to as "**FOCUS**") registered under the Pakistan law, with its Head Office at Office No 1-2, 2nd Floor, Block C, Midcity Apartments, Service Road West, Islamabad Expressway and Branch Offices at Islamabad, Lahore and Karachi, (**PPOD** and **FOCUS** are also referred hereinafter wherever appropriate individually as "a party" and collectively as "the parties")

Whereas, **PPOD** desires to enter into an Agreement with **FOCUS** for transportation and world-wide door-to-door delivery of "Pakistan Post International Mail" and **FOCUS** is willing to provide services to **PPOD** for transportation and world-wide door-to-door delivery of "Pakistan Post International Mail", And Whereas, **FOCUS** shall provide its network for the same. The parties have agreed as follows:-

ARTICLE 1: DISPATCH ARRANGEMENTS

- 1.1 **FOCUS** shall advise **PPOD** of its planned / scheduled arrangements, as and when it makes or amends the schedule.
 - 1.2 Mail shall be delivered at the hub of the party at the mutually agreed time but keeping in view the immediate dispatch to destination. The timings and hubs for each month shall be agreed through email communication by 25th of the previous month.
 - 1.3 **FOCUS** shall be under obligation to prepare a daily schedule of receipt of mail dispatches.
 - 1.4 The representative of **PPOD** shall obtain a receipt of all delivered mail to **FOCUS**. **PPOD** shall ensure handing over mail items.
 - 1.5 **PPOD** shall have the discretion to use the network of **FOCUS** only for countries which are best suited to mail transmission and mail business. In the selection of these countries, interest of the users ~~SEED~~ the Post and **PPOD** shall be supreme, together with economy, speed and quality.



Sr. No. 18991

Date:- 4.4.2022

Agreement between Pakistan
Post Office Department
And
MS. FOCUS TECHNOLOGIES PVT. LTD



Stamp Paper issued through
Irfanullah S/o Moniu Khan

Address: Koral Post office Khas,
District Islamabad.

A handwritten signature in black ink, appearing to read "Irfanullah S/o Moniu Khan".

ARTICLE 2: HANOVER / TRANSFER OF MAIL

- 2.1 PPOD shall handover / transfer outward Mail dispatches at the Offices of **FOCUS** (single pickup points) at **Karachi / Lahore / Islamabad / Sialkot / Faisalabad / Peshawar / Gujranwala / Wazirabad** and any other city mutually agreed for same day dispatch, subject to Customs clearance.
- 2.2 The Air Mail shall be handed over to **FOCUS** with required documentation from **PPOD**.
- 2.3 Before acceptance of the dispatch & its subsequent handover, the representative of **FOCUS** shall physically check safe & sound condition of the mail and shall thereafter be responsible for any damage, pilferage or loss to it during its custody or transmission. The physical checking of mails shall also include verification of weight as recorded on the individual item as well as on the manifest. The delivery person must wait till completion of all desire actions and then should be handed over the receipt.
- 2.4 The shipments shall be received as per decided SOPs of **FOCUS**.

ARTICLE 3: QUALITY OF SERVICE

FOCUS shall:

- 3.1 Provide seamless integration with Pakistan Post IT Network (and / with the clients of Pakistan Post when required) to provide end to end tracking of mail / items using Pakistan Post unique Item Identifier. The format of item identifier would be of 13 Character alphanumeric. (Nine numeric preceded and followed by two alphabet) Consider attempted delivery as delivery for the purpose of performance evaluation.
- 3.2 Consider attempted delivery as delivery for the purpose of performance evaluation.
- 3.3 Compensate to the extent of loss suffered by **PPOD** for any failure except force majeure, on the part of **FOCUS** to uplift the mail on designated flight.
- 3.4 In cases of operational / unforeseen delay due to justified reasons, inform **PPOD** immediately to update its customers.
- 3.5 **PPOD** will issue only 01 notice in case of non-performance as per the given standards, quoted in the financial proposal by **FOCUS** having before giving mail to a company at lower priority

ARTICLE 4: CUSTOMER CARE

- 4.1 **FOCUS** is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information.
- 4.2 Upon booking of an article, the software will generate SMS / Email to consignor and consignee and at the time of delivery of article to consignor. The customers will be allowed provision of maintenance of account with Pakistan Post through mobile app facility.

ARTICLE 5: SECURITY OF MAIL

FOCUS shall be responsible for the safe and secure storage of mail at origin, in transit, and at destination till delivery to addressee.



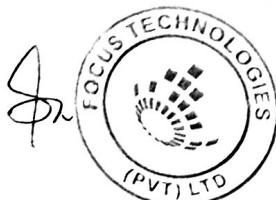
- 5.2 No charge shall be levied on PPOD for storage of mail at origin, in transit and at destination.
- 5.3 During the custody of the mail & its transfer, **FOCUS** shall ensure to protect the dispatches from inclement weather in general and from rain in particular. However, in bad weather all the parcels should be wrapped properly.
- 5.4 Any Shipment received at **FOCUS** Hub from PPOD prior to acceptance at **FOCUS** shall be subject to Security Inspection, which includes X-Ray and physical Security inspection of the shipments.
- 5.5 In case a shipment booked by PPOD has any concealed "NARCOTICS" of any kind, then it's the prime responsibility and obligation of **FOCUS** to immediately inform Anti-Narcotics Force (ANF) and PPOD.
- 5.6 In case contraband material (including Narcotics, Weapons, Explosives etc) is found in any item by ANF / any other agency during scanning / security checking / Custom Clearance, after it has been handed over to **FOCUS**, **FOCUS** shall be legally bound to hand-over the shipment to ANF / other agency. After all the process, written receipt shall be obtained for record and copy of same shall be handed over to PPOD.
- 5.7 In above scenario, **FOCUS** is not liable to refund the charges / return the material to PPOD / Shipper.

ARTICLE 6: TRACK & TRACE SYSTEM

- 6.1 **FOCUS** will ensure seamless integration with Pakistan Post IT Network (and with the clients of Pakistan Post if required) and will provide end to end real-time tracking of PPOD mail on PPOD website integrating their system with that of PPOD using Pakistan Post unique Item Identifier or the barcode as agreed with Pakistan Post.
- 6.2 Quality of Service Standard will be gauged comparing the actual performance of service provided against the standards claimed by **FOCUS** for each destination
- 6.3 **FOCUS** is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information. Integration with the Call Center of Pakistan Post will also be done to respond to the queries of customers relating to EMS-Plus Service.

ARTICLE 7: LIABILITY

- 7.1 **FOCUS** shall be responsible and liable for any loss, pilferage or damage to mail or its contents, if such loss pilferage or damage occurs whilst the mail was in its custody. In the event of such loss, pilferage or damage, they shall be liable to pay to PPOD, as per following details:
- i) Maximum claim against any lost or damage shipment, is restricted to maximum **100 USD** or the declared value, whichever is less.
 - ii) The claim policy for the shipments moved though **FOCUS** and could not reached to the consignee and lost in travel.
 - iii) Booking of shipments be made as per SOPs of **FOCUS** & the customer must be informed clearly about the claim policy in case of eventualities.



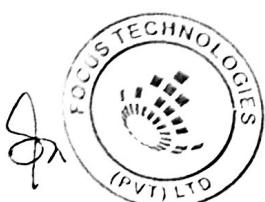
- iv) To process claim all of the following items must be provided:
- A copy of the air waybill.
 - Documentation supporting the amount claimed e.g., a vendor/supplier invoice and a retail invoice.
 - If the item was purchased or sold via the internet, documentation of that transaction is required.
 - Photographs of the damaged item(s) and packaging (please include both inner and outer packaging).
- 7.2 The current maximum liability as mentioned above does not include cases where compensation is ordered by the Court of Law or Wafaqi Mohtasib (OMBUDSMAN). The liability of **FOCUS** in such cases shall be equal to the amount of compensation ordered for payment by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), as the case may be.
- 7.3 In cases, where the compensation has been awarded by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), the amount of compensation shall be accepted by **FOCUS** on the production of the orders of the Court or Wafaqi Mohtasib (OMBUDSMAN), as the case may be.
- 7.4 PPOD shall refer the claim for lost / damaged dispatches in the custody of **FOCUS** immediately but not later than 21 days of the date of occurrence.
- 7.5 **FOCUS** shall settle such claims within 60 days of receipt of the claims and the payment of such claim shall be made through cheque to PPOD.
- 7.6 In the event of failure to settle the claim as stated above, PPOD shall deduct the amount of such claims from the billing invoices of **FOCUS**.
- 7.7 **FOCUS** may take up their justified claims against deductions made by PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.

ARTICLE 8: RATES AND VALIDITY

- 8.1 The offered rates will be effective for three years period. If there is an extension in the contract, new rate will be decided with mutual consent of the Parties.
- 8.2 General Sales Tax (GST) would be charged as per the applicable General Sales Tax Act.
- 8.3 **FOCUS** has quoted lowest rates for (18 documents +60 merchandise) destinations. List of countries and rates are at Annex-A
- 8.4 Fuel Surcharge (FSC) shall be charged at the applicable rate calculated from the US Gulf Coast (USGC) Kerosene type Jet fuel rate as notified by the US Energy Information Administration (EIA), two weeks prior to the 1st (first) Monday of the billing month.

ARTICLE 9: CHARGEABLE WEIGHT

Actual weight or volumetric weight, whichever is Higher shall be charged.
The standard formula applicable for volumetric weight calculation shall be = (L x W x H) / 5,000.



ARTICLE 10: SETTLEMENT OF ACCOUNTS

- 10.1 The invoice will be submitted at the 1st of each month to the respective Postmaster General who will verify the transactions done as claimed in the invoice from the portal extended to him by **FOCUS** for MIS and from Cash Accounts of concerned GPOs (if needed). The payment will be made within 30 days of the receipt of the invoices duly supported by required documents.
- 10.2 The concerned Postmaster General will designate a focal person preferably, a gazetted officer who will process claims in his / her own office file and with his / her verification send it to Postmaster General for approval and will issue sanction within stipulated time..
- 10.3 The payments to **FOCUS** shall be subject to taxes to be deducted at source, if Tax Exemption Certificate is not provided in advance. The payment of accounts will normally be made by cheque in favour of **FOCUS** and provide proper payment advice mentioning tax deductions and invoice allocation details.
- 10.4 The rates have been quoted in US Dollars but the payment of accounts will be made in Pak Rupees (At the time of submission of invoice, GST would be added on prevalent rate). If government changes rates of GST, it is to be invoiced accordingly. The rate of US Dollar will be taken from the SBP website on 1st day of each month of billing.
- 10.5 **Fuel Surcharge:** The surcharge applicable in each month will be determined based on the U.S. Gulf Coast (USGC) price for kerosene type jet fuel reported by the U.S. Energy Information Administration (EIA) two weeks prior to the first Monday of each month, rounded to the nearest cent.
- 10.6 **FOCUS** may take up their justified claims against deductions made by PPOD with the Additional Director General (Operations), Pakistan Post, Islamabad.
- 10.7 In case of any correction or clarification required, PPOD shall advise **FOCUS** within 7 days of invoice submission date in writing to the designated person. In case of any claim, the disputed amount may be settled up to 75% of invoice value of disputed article, pending final settlement / adjustment within stipulated time.
- 10.8 In case payment is not made to **FOCUS** within 30 days from submission of the invoice, **FOCUS** shall inform PPOD regarding non-payment / delayed payment. If still no payment is released till 60 days, **FOCUS** shall have the right to stop services on credit.

ARTICLE 11: CUSTOMS CLEARANCE

- 11.1 Pakistan Post shall be responsible for handing over the Mail items with all required documents for Customs Clearance etc.
- 11.2 **FOCUS** shall ensure expedited customs and security clearance and shall be obliged to examine mail items at the time of handover for any discrepancy for customs clearance, security and transportation.

The tariff does not include customs duty, taxes or any other consequential charges arising from PPOD's shipments. The consignee shall pay any customs duties, taxes or other charges incurred at the destination. These additional charges shall be charged to PPOD in the invoice for the month, giving details of the additional charges. **FOCUS** has the right to collect the above mentioned additional charges directly from the Recipient in order to avoid delays in delivery.



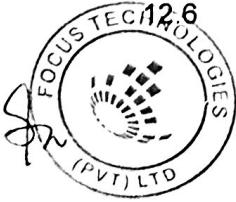
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- 11.4 In case of any additional document required by Customs at the time of clearance (Origin / Destination), **PPOD** shall be responsible to provide the same within 24 working hours.
- 11.5 Shipments which cross national borders may have to be cleared through Customs in the destination country prior to delivery to the Recipient. Where **FOCUS** provides customs clearance, **FOCUS** shall on request of Customs provide to Customs all data necessary for clearance, as provided by the Sender. The Sender shall be responsible for making sure that the goods shipped are acceptable for entry into the destination country. All Charges for shipment to and return from countries where entry is not permitted are the Sender's responsibility. **FOCUS** may in some instances, at its sole discretion, accept instructions from the Recipient to use a designated customs broker other than **FOCUS** or the broker designated by the Shipper. In any event, **FOCUS** reserves the right to clear the Shipment, if the broker cannot be determined or shall not perform clearance or if accurate and complete broker information is not provided (including but not limited to name, address, phone number and postal code).
- 11.6 It is the Sender's responsibility to ensure that all necessary documentation in addition to the Air Way bill is provided and accurately completed in compliance with all applicable laws, rules and regulations, including, but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried.
- 11.7 **FOCUS** reserves the right to assess extra Charges for Customs Clearance or for services ancillary to the Customs Clearance of Shipments ("Ancillary Clearance Service Fees") from the Recipient. **FOCUS** shall contact the Recipient on the contact number given on the shipment documents regarding Ancillary Clearance Service Fees. In case of no contact with the Recipient, **FOCUS** shall contact the concerned **PPOD** IMO. In case of no response from **PPOD** IMO, the Shipment shall be considered abandoned. **FOCUS** shall assume no responsibility for Shipments abandoned in Customs and such Shipments shall be considered undeliverable. **FOCUS** shall charge **PPOD** for all charges incurred on such Shipments.

ARTICLE 12: PROCESSING & DELIVERY OF MAIL

- 12.1 All services provided by **FOCUS** shall be in accordance with and subject to **FOCUS** Terms and Conditions of Carriage as stated on the reverse of the **FOCUS** Airway bill.
- 12.2 In case shipment are held by authorities at origin or destination due to any reason, **FOCUS** shall not be responsible.
- 12.3 Provided transit time is **FOCUS** standard, it may vary from city to city and is subject to no exception & customs delay at both origin/destination.
- 12.4 Any shipment received after same day cut off, shall only be connected on following day with 1 business day addition in the existing transit time.
- 12.5 **FOCUS** reserves the right to route a Shipment in any way it deems appropriate. There should not be any stoppages on route, which are agreed upon at the time of tender of the Shipment. Some Shipments may be consolidated or forwarded by **FOCUS** for transportation on third party vehicle, third party air carriers, or on either a charter or an interline basis as **FOCUS** may determine in its sole discretion.

At its sole discretion, **FOCUS** may refuse to pick up or deliver a Shipment, in such case **FOCUS** shall use alternative pickup or delivery arrangements, to maintain the safety of its employees and in cases in which **FOCUS** believes that its services may be used in violation of any applicable laws, regulations or rules.



- 12.7 **FOCUS** may deliver to the Recipient at the address mentioned on the Air Way bill, or to someone other than the person or entity named on the Air Way bill having apparent authority to accept the Shipment in the name and on behalf of the Recipient. Shipment addresses should always include the complete address of the Recipient and its telephone or fax number.
- The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient. (Post office box addresses may be used for certain international locations but must include a valid telephone, fax or telex number on the (Air) Waybill.
- 12.8 An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (i) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) the shipment was addressed to an area not served by **FOCUS**, (iii) the Recipient's place of business is closed (iv) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment on the initial delivery attempt or reattempts, (v) the Shipment is unable to clear customs, (vi) the Shipment would likely cause damage or delay to other Shipments or property, or injury to persons, (vii) the Shipment contains prohibited items, (viii) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, (ix) the Shipment was improperly packaged or (x) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible
- 12.9 If a Shipment is undeliverable for any reason, **FOCUS** may attempt to notify the Sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the Sender cannot be contacted within five (5) Business Days or fails to give instructions within a reasonable period of time as determined by **FOCUS**, **FOCUS** at its sole discretion may return the Shipment to the Sender; or place the Shipment in a general order warehouse or customs-bonded warehouse or dispose of the Shipment. If a Shipment cannot be delivered, cleared through customs or returned, the Shipment may be transferred or disposed of by **FOCUS** at its sole discretion. The sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable shipment, unless the shipment was undeliverable due to the fault of **FOCUS**.

ARTICLE 13: SECRECY OF THE AGREEMENT

This Agreement shall be treated as confidential document by the Parties. The contents of this Agreement shall not be divulged to a third party without the prior written consent of the other Party, unless required by a Court of Law or the Government of Pakistan.

ARTICLE 14: LIAISON

For effective and close liaison and to ensure proper handling and correct dispatch of mail, the Parties shall nominate their representatives at each station of mail exchange.

ARTICLE 15: AMENDMENT

- 15.1. This Agreement may be amended or modified at any time through mutual written consent of the Parties. The Party wishing to amend or modify this Agreement shall give the other Party a written notice of not less than 30 days.

This Agreement shall be open for renegotiation by the Parties, and the resultant amendments.



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- 15.3. The amendment or modification shall form an integral part of this Agreement and shall enter into force in the like manner as provided in Article 17.1 of this Agreement.

ARTICLE 16: GOVERNING LAW, JURISDICTION AND SETTLEMENT OF DISPUTES

- 16.1. This Agreement shall be governed by the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction concerning all matters in relation to or arising from this Agreement.
- 16.2. All differences and disputes arising from or concerning with the application or the interpretation of this Agreement shall be amicably settled through negotiations between the Parties. In case of the failure of such negotiations, either Party may refer the dispute for arbitration under the Arbitration Act, 1940. The arbitration proceedings shall be held at Islamabad in English. The award shall be final and binding on the Parties.

ARTICLE 17: ENTRY INTO FORCE, DURATION AND TERMINATION

- 17.1. This Agreement shall enter into force on the date of signature and shall take effect from 5th April, 2022.
- 17.2. **FOCUS** shall execute the Agreement with **PPOD** initially for a period of 03 (three) Years from the date of commencement. The term of the agreement can be extended on an annual basis for further two years with mutual consent of the Parties.
- 17.3. Extension Criteria would be performance of **FOCUS**, meeting Quality of service Standards and after-sale service.
- 17.4. Either Party may terminate this Agreement at any time by giving a notice of thirty (30) days to the other Party of its intention to terminate this Agreement.
- 17.5. All actions taken and remaining incomplete or issues remaining unsettled during the validity of this Agreement shall continue to be governed by its provisions till their completion or settlement, unless the Parties agree otherwise.
- 17.6. In Witness Whereof, duly appointed representatives of the Parties have signed this Agreement at Islamabad on _____ day of 2022 in two originals in English language.

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For & on Behalf of

The President of the Islamic Republic of Pakistan through
Pakistan Post Office Department (PPOD).

ADDRESS: Directorate General PPOD
Islamabad - 44000.
Phone: +92-51-9260103
Fax: +92-51-9260257
E-mail: dips@pakpost.gov.pk

Signed for and on behalf of PAKISTAN POST OFFICE DEPARTMENT

Name: Farhan Ali Mirza
Title: Director (IPS)
Address: Dir. General Pakistan Post G-8/4, Islamabad
Phone: 051-9260103
Fax: _____
Email: farhanalimirza74@gmail.com

Farhan
5-04-2022
SIGNATURE

Signed for and on behalf of FOCUS TECHNOLOGIES (PVT) LTD

Name **NADEEM SHERWANI**
Title: Chief Executive Officer
Address: Office 1-2, 2nd Floor, Block C, Midcity Apartments
Service Road West, Islamabad Expressway, Islamabad
Phone: 051 4578230
Fax: 051 4578230
Email: info@focustechpvt.com

SIGNATURE

