



**GHULAM SADIQ STAMP VENDOR**  
 Lic # 79, Shop # 113, New Ruby Centre,  
 Talpur Road, Boulton S.No.....  
 Market, Karachi. Date.....  
 Home to with Address MR ... MUHAMMAD YAQOOB  
 Through with Address MR ... Advocate L.No.1459  
 Purpose: .....  
 Value Rs: ..... Attached: .....  
 STAMP VENDOR'S SIGNATURE .....  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
 Vendor Not Responsible for Fake Documents

219644

18 JUN 2021

**RUPEES FIFTY ONLY**

Office Superintendent  
 Stamp Office, City Court  
 KARACHI  
 18 JUN 2021  
 Karachi-Pakistan

### Services Agreement

This Services Agreement is made at Karachi on this 01<sup>st</sup> day of August 2021(hereinafter referred to as the "Agreement")

By and Between

**Intellexal Solutions Private Limited**, a company existing under the laws of Pakistan (hereafter referred to as 'ITS' which expression shall, where the context so requires or permits, mean and include its, successors-in-interest and permitted assigns) with its office located at 2nd Floor, Bungalow No.136-B, S.M.C.H.S Block-B, Karachi, 74400, Pakistan.

And

**Dar-ul-Sukun**, a company existing under the laws of Pakistan (hereafter referred to as the "Customer" which expression shall, where the context so requires and permits, mean and include its successors-in-interest and permitted assigns) with its head office located at 159-H Block 3 P.E.C.H.S Kashmir road Karachi

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

**WHEREAS** ITS is a Communication Solution Provider registered by relevant bodies to provide certain Services (as defined below) in Pakistan and Customer desires to avail such Services from ITS and ITS has agreed to provide the same to the Customer.

**ATTESTED**

MUHAMMAD YAQOOB  
 ADVOCATE & NOTARY PUBLIC  
 KARACHI-PAKISTAN

h.l.

**AND WHEREAS** the Parties are desirous of entering into this Agreement to record certain terms and conditions as mentioned below.

**NOW THEREFORE**, in view of the foregoing, and in consideration of the mutual benefits to be derived and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Definitions and Interpretation:**

- A) Unless the context requires otherwise, the following capitalized terms used in this Agreement shall have the meaning provided against such terms as below:

**"Applicable Law(s)"** means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any authority, now or hereafter in effect, in each case as amended, re-enacted or replaced;

**"Invoice Date"** for each invoice, means the date of issuance of such invoice;

**"Taxes"** means taxes, duties, fines or levies imposed or charged by any government or regulatory authorities under the Applicable Laws, in connection with this Agreement.

**2. Services and Rates:**

- A) ITS shall provide the following services (hereinafter referred to collectively as the "Services") to the Customer: **SMS Gateway Services**

The Services shall also mean and include resolution (to the extent possible) of queries / complaints which may be escalated by the Customer to ITS relating to the Services in accordance with the Escalation Matrix attached hereto as Annexure A.

B) **SMS Charges:**

Corporate SMS	:	PKR 0.30/-
Outgoing SMS	:	PKR 0.30/-
Setup Charges	:	PKR 50,000/-
Monthly Maintenance	:	PKR 25,000/-
Short Code	:	8224

- C) The above-mentioned rates are exclusive of all applicable Taxes, which Taxes shall be included in the relevant Invoice. All rates and charges, inclusive of the applicable Taxes are hereby duly acknowledged and accepted by the Customer.

- D) The above-mentioned rates and charges are dependent upon the telecommunication operators. In the event that there are any changes in these rates by the operators, ITS reserves the right to revise the rates herein by providing 15 (fifteen) days prior written notice to the Customer.

- E) This Agreement will be effective from the date of execution hereof and shall remain in effect for 1 (one) year initially (the "**Initial Term**"). The Initial Term, may upon

expiry, be extended by mutual consent of both Parties.

### 3. Credit Terms:

- A) ITS will raise an invoice on every month after the execution of this Agreement which shall be paid in advance.
- B) Any discrepancy or concern with respect to an Invoice shall be notified by the Customer to ITS within 7 (seven) days of Invoice Date.
- C) In the event that the amount mentioned Clause 4(A) remains outstanding, ITS will make all reasonable efforts of communication with the Customer for payment of the outstanding amount.
- D) Notwithstanding Clause 3(C) above, in the event that payment is not made by the Customer within the allotted time period, ITS reserves the right to cease the Services [and / or] the Short Code shall be considered as vacant and ITS reserves the right to assign the Short Code to other users after 15 days prior written notice to the Customer.
- E) Notwithstanding anything else contained herein, ITS reserves the right to use any and all legal and equitable remedies available in accordance with the terms of this Agreement and under the applicable laws to recover the full Invoiced amount, along with any other amounts which are due and payable in accordance with the terms of this Agreement, including, for the avoidance of doubt, any applicable Taxes.
- F) The Customer agrees to pay for the Products and/or Services provided by ITS as per the timings stated in this Clause 3.
- G) ITS agrees to provide the Services in accordance with the terms agreed and contained in the escalation matrices attached as Annexure A hereto.

### 4. Credit Limit:

- A) A credit limit, also known as a credit line, is the maximum monetary value of the Services that ITS can lend under a revolving credit agreement. 5,378
- B) If credit limits are exceeded, the account may be suspended and the Customer may be required to immediately pay the outstanding debt.
- C) No campaign is executed if the credit limit is exhausted

### 5. Customer's Obligations

- A) The Customer undertakes and agrees to procure and ensure the following:
  - (I) Services are utilized only in relation to Customer's own employees, associates and customers;
  - (II) Unsolicited advertisements are not sent;
  - (III) End recipients are not being spammed;
  - (IV) Content of the messages is not blasphemous, racist, explicit anti-state or unacceptable in any manner as per applicable laws, rules, regulations etc.;
  - (V) Prior consent/approval from the recipients of the messages has been received by the Customer, records of which are kept in either hard or soft form;
  - (VI) Customer will use routes for the termination of local traffic only. No international traffic will be through from any route provided by ITS. In case of International traffic termination, the services may be terminated temporarily or permanently and Customer will be liable to pay penalty against the violation of services as per actual damages as determined by ITS in its sole discretion.

- (VII) Customer will take necessary measures to remove any MSISDN from recipient list in case the end user complains about spamming etc. ITS will provide such MSISDNs if reported directly to ITS.
- (VIII) Password(s) assigned to Customer for the Services, shall be kept confidential and there shall be no unauthorized use or leakage of the same;
- (IX) In case of violation of abovementioned conditions, the services may be terminated by ITS. Customer will be liable to pay actual penalty (penalized by Mobile Network Operators or any other official body) against the violation of services.
- (X) The Customer shall not infringe the intellectual property rights of ITS and/or any third party.

## 6. Compliance with Applicable Laws

- A) Customer confirms that the customers, it's directors, employees, contractors, sub-contractors and agents will adhere to all applicable Pakistan Telecommunication Authority or any other Regulatory Authority's Rules, Regulations, SOPs and Applicable Laws and regulations. Customer shall indemnify, defend and hold harmless ITS from any repercussions that may arise due to violation of the Applicable Laws and regulations, in accordance with Clause 7 below.

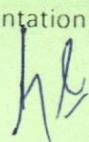
## 7. Representations and Warranties:

Each Party represents to the other Party that:

- A) it has the power and authority to enter into, perform and deliver this Agreement;
- B) it is not insolvent, bankrupt or in liquidation or subject to any other similar proceedings;
- C) no material facts in respect of entering into this Agreement have been concealed or are false;
- D) to the best of their knowledge, neither the execution of, nor the consummation of the transactions under this Agreement does or will:
  - (I) contravene any Applicable Law or any order, judgment or direction of any court or tribunal; or
  - (II) contravene any provision of the company's memorandum or articles of association or constitutive documents (if applicable);
- E) this Agreement has been duly and validly executed and delivered each Party and the same constitutes valid and binding obligations upon the respective Party, enforceable against each other in accordance with the terms.

## 8. Indemnity

- A) The Customer (referred to for the purposes of this clause as the "Indemnifier") shall indemnify (on a full indemnity basis) ITS (referred to for the purposes of this clause the "Indemnified") on demand against any and all losses suffered or incurred by the Indemnified (including without limitation any personal injury or death of any person), damages, claims, costs, liability, payments and obligations and all expenses (including without limitation legal fees and costs) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon the Indemnified or its subsidiaries, affiliates, officers, directors, employees and representatives arising, out of or in connection with: (i) any breach caused by an Indemnifier or any of their respective officers, employees, contractors or agents of any of such Indemnifier's obligations, undertakings, representations or warranties under this Agreement or to which such Indemnifier is a party; or (ii) any willful misconduct, negligence or misrepresentation on the part of the Indemnifier.



- B) An act or omission of ITS in accordance with the terms of this Agreement shall not be construed as an act or omission of an Indemnifier for the purposes of this Clause.

## 9. Suspension

- A) Without prejudice to any of its rights under this Agreement, ITS may immediately suspend this Agreement upon written notice upon the occurrence of any of the following, in ITS' sole determination:
- (I) Customer's activities adversely affect ITS's reputation or interest;
  - (II) Non-compliance to ITS applicable code of conduct by the Customer, attached hereto as Annexure B;
  - (III) Customer's connectivity interferes in any way with ITS network/services; or
  - (IV) Customer fails to comply with any of its obligations under this Agreement.

## 10. Termination

- A) Either Party may terminate this Agreement by serving thirty (30) days' notice in writing to the other Party.
- B) ITS may terminate this Agreement with immediate effect, and without advance notice in case ITS's network/services are adversely affected or under threat of being adversely affected, or in case the Customer is in breach of any of the terms of this Agreement.
- C) Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.

## 11. Confidentiality

- A) All information provided by ITS to the Customer in connection with this Agreement or any information that may be acquired by the Customer during the performance of its obligations under this Agreement including, but not limited to, any information of whatever nature, which has been, or may be obtained, directly or indirectly, by the Customer from ITS, whether in writing or in electronic format, or pursuant to discussions held, or which can be obtained by examination, testing, visual inspection or analyses ("Confidential Information"), shall be kept confidential by the Customer, its affiliates, agents, advisors, directors, officers, or employees and shall not, without the prior written consent of ITS disclose any Confidential Information to any third party.
- B) In addition to and notwithstanding any other right or obligation arising under this Agreement, the Customer shall (and shall ensure that its employees, agents and sub-contractors shall) take all appropriate technical and organizational security measures to ensure that Confidential Information is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the Customer's personnel designated for the purpose of the Services have access to such personal data.

## 12. Counterparts

This agreement may be executed in 2 (two) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

## 13. Amendments

Any term of this Agreement may be amended or modified with the prior written consent of both the Parties.

## 14. No Agency

Both Parties are independent and agree that neither Party is a legal representative or legal agent of the other, nor is either legally a partner of the other, nor shall either Party be considered as an employee or franchisee of the other Party. This Agreement does not create a joint venture between the Parties.

Neither Party shall assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized under this Agreement.

#### **15. Waiver**

Failure by either Party to exercise any rights under this Agreement in any one or more instances shall not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement shall not be deemed a waiver of any other default.

#### **16. Severability**

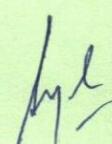
If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be affected by the same and the Parties shall make every effort to replace the ineffective provision with a new provision which has a similar effect.

#### **17. Governing Law and Jurisdiction:**

This Agreement shall be governed and construed in accordance with the substantive and procedural laws of Pakistan. Subject to Clause 17 below, in case of any dispute in relation to this Agreement, the Karachi courts shall have exclusive jurisdiction to adjudicate the matter.

#### **18. Arbitration:**

- A) Any claim, dispute or controversy between the Parties or claim by either Party against the other Party arising from or relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause, shall be dealt with in accordance with the provisions of this Clause 17 and arbitration will take place at Karachi, Pakistan and the arbitration proceedings shall be conducted in the English language.
- B) In the event of any dispute, difference or question which may arise in respect of this Agreement, the Parties shall first attempt to resolve the same amicably using their best efforts.
- C) Any dispute between the Parties as to matters arising under this Agreement which cannot be settled amicably or satisfactorily within 30 (thirty) days after receipt by one party of the other party's request for amicable settlement, shall be referred to arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made thereunder.
- D) Arbitration shall take place by 2 (two) arbitrators, one to be appointed by each of the parties, and failing agreement between the arbitrators, the same shall be referred to the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties.
- E) The competent courts shall continue to have supervisory jurisdiction in accordance with the Arbitration Act, 1940 or any amendment or re-enactment thereof.



IN WITNESSES WHEREOF the Parties hereto have hereunto set and subscribed their respective hands at Karachi, on the day, month and year first above mentioned.

SIGNED IN THE PRESENCE OF:  
Intellexal Solutions (Pvt.) Ltd.

Name: Syed Aoon Abbas  
Designation: Director  
Date: 27<sup>th</sup> July 2021



The Customer  
**DARUL SUKUN**  
*[Signature]*  
Name: ANA DANIAL  
Designation: CEO  
Date: 29<sup>th</sup> July 2021



In presence of the following Witnesses:

1 Signature: *[Signature]*

Name: Irtiza Bin Maqsood

CNIC No.: 42101-3742882-3

2 Signature: *[Signature]*

Name: Faraz Ahmed

CNIC No.: 42000-6316848-7

In presence of the following Witnesses:

1 Signature: *[Signature]*

Name:

CNIC No.:

2 Signature: *[Signature]*

Name:

CNIC No.:

*[Signature]*  
**Mr. TARIQ SAMUEL**

~~42000-42101-5002223-3~~

*[Signature]  
Mr. Morris Khurshid*

**54400-7006521-1**

**Annexure A - Escalation Matrices**

	Status	Description of Service	Follow-Up	Response	Solution
<b>Level 1</b>	CRITICAL	Production application down or major malfunction in service resulting in users unable to receive sms.	Customer will receive a follow-up communication regarding a Priority 1 (Level 1) Case from ITS Technical Support within 30 mins.	30 mins	Customer will get the solution of level 1 case within a maximum time of 24 hours
<b>Level 2</b>	HIGH	Critical loss of application functionality or service performance resulting in high number of users unable to receive sms .	Customer will receive a follow-up regarding a Priority 2 (Level 2) Case from ITS Technical Support within 1 hour.	1 hour	Customer will get the solution of Level 2 case within 12 hours
<b>Level 3</b>	HIGH	Moderate loss of application functionality or service performance resulting in multiple users unable to receive sms	Customer will receive a follow-up about a Priority 3 Case from ITS Technical Support within 2 Hours.	2 hour	Customer will get the solution of Level 3 case within 6 hours
<b>Level 4</b>	MODERATE	Minor loss of application functionality or service feature question.	Customer will receive a follow-up about a Priority 4 Case from ITS Technical Support within 3 hours	3 hours	Customer will get the solution of Level 4 case within 6 hours
<b>Level 5</b>	ROUTINE	Routine tasks just as addition of masking	Customer will receive a confirmation within 3 hours of the receipt of the email.	3 hours	Customer will get the solution of Level 5 case within 8 hours

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## Annexure B – Code of Conduct

**Be inclusive.** We welcome and support people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social and economic class, educational level, color, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.

**Be considerate.** We all depend on each other to produce the best work we can as a company. Your decisions will affect clients and colleagues, and you should take those consequences into account when making decisions.

**Be respectful.** We won't all agree all the time, but disagreement is no excuse for disrespectful behavior. We will all experience frustration from time to time, but we cannot allow that frustration to become personal attacks. An environment where people feel uncomfortable or threatened is not a productive or creative one.

**Choose your words carefully.** Always conduct yourself professionally. Be kind to others. Do not insult or put down others. Harassment and exclusionary behavior aren't acceptable. This includes, but is not limited to: - Threats of violence. - Discriminatory jokes and language. - Sharing sexually explicit or violent material via electronic devices or other means. - Personal insults, especially those using racist or sexist terms. - Unwelcome sexual attention. - Advocating for, or encouraging, any of the above behavior.

**Do not harass others.** In general, if someone asks you to stop something, then stop. When we disagree, try to understand why. Differences of opinion and disagreements are mostly unavoidable. What is important is that we resolve disagreements and differing views constructively.

**Our differences can be our strengths.** We can find strength in diversity. Different people have different perspectives on issues, and that can be valuable for solving problems or generating new ideas. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that we all make mistakes, and blaming each other doesn't get us anywhere.

