

## **VENDOR AGREEMENT**

This Vendor Agreement (the "**Agreement**"), has been made and entered on this 17th day of July, 2025;

### **BY AND BETWEEN**

**LEAPFROG CARD SYSTEMS (SMC-PRIVATE) LIMITED**, a single member, private limited company duly incorporated under the laws of Pakistan, having its registered office at Plot No.32/75, Tipu Sultan, Shabbirabad Dawdi, Bohra, CHS, Karachi, 74200, Pakistan, (hereinafter referred to as the "**Company/Employer**", which term shall include wherever the context so permits its successors-in-interest and permitted assigns);

### **AND**

**Mr. Waqar Afzal**, adult, holder of CNIC: 35501-0325334-1, resident of House No. 188, Umer Block, Iqbal Town, Lahore, Pakistan (hereinafter referred to as the "**vendor**");

(The Company and vendor shall hereinafter individually be referred to as the "**Party**" and collectively be referred to as the "**Parties**").

**WHEREAS**, the Company is engaged in the business of providing digital payments;

**AND WHEREAS**, the Company is desirous of the skills and services offered by the vendor for a specific period of time (detailed in Clause 2 below) for Website Design and Development.

**AND WHEREAS**, the vendor agrees to employ his skills and services diligently at the Company's directions, in accordance with the terms and conditions stated herein, along with all applicable rules, regulations and policies of the Company, for a period of time specified in Clause 2 of this Agreement.

**AND WHEREAS**, the Parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the vendor by the Company;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Parties as follows:

### **1. Appointment and Term**

- 1.1 The Company hereby appoints the vendor as the **Web Developer** and the vendor hereby agrees to serve in such capacity subject to the terms and conditions of this Agreement.
- 1.2 The term of the vendor agreement shall commence from **17th July 2025 ("Commencement Date")** and shall terminate on **29th August 2025**, upon the conclusion of the Scope of Service mentioned herein below in Clause 2, whichever is earlier, unless terminated earlier by the Company. The Vendor shall be obligated to complete and deliver all tasks outlined in the Scope of Services strictly in accordance with the specified deadlines. In the event that the Vendor fails to complete the Scope of Services in its entirety and to the required quality standards, the Company reserves the right to withhold payment until the satisfactory completion of all deliverables as per the agreed Scope of Service.
- 1.3 It is expressly agreed between the Parties, and it is the essence of this Agreement that the services required by the Company are of a temporary nature and only to the extent of Scope of Service provided in Clause 2 hereinbelow (and any related and ancillary services) and there is no expectation on the vendor's part that this will lead into a permanent position with the Company.
- 1.4 This Agreement does not in any way constitute an offer or contract of permanent employment with the Company and shall not be construed as such.

## 2. Scope of Services

2.1 The vendor's duties and responsibilities shall be as follows:

a. **Project**

The vendor is being specifically hired for the following project:

**[Website design and development]**

b. **Timeline**

The timeline for the Project is starting **17 July 2025** to **29 August 2025**.

The vendor is being hired for the website design and development project.

c. **Designation**

The vendor has the following designation:

**Web Developer**

d. **Scope of Work**

That the following scope of work will come within the domain and ambit of the:

**Vendor Agreement:**

Waqar will need to deliver on the below action items for the existing website, including but not limited to:

- A **fully responsive, high-performance website** featuring **15–16 professionally designed pages**, optimized for both desktop and mobile screens.
- Smooth and modern **animations** throughout the site to enhance the overall user experience and engagement.
- **Cross-device and cross-browser compatibility**, ensuring consistent functionality and layout across all modern browsers and screen sizes.
- Seamless integration with a **Content Management System (CMS)**, allowing you to easily update, manage, and publish content without technical expertise.
- Optimized for **speed, accessibility, and SEO best practices** to improve visibility and user retention.
- Structured codebase ready for future **scalability and maintenance**.

2.2 It is also understood and agreed to by the vendor that his/her assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this Agreement.

## 3. Remuneration

3.1 In consideration of and subject to the due performance of his/her obligations under this Agreement, the vendor shall be paid by the Company, an all-inclusive compensation of **PKR 475,000/-**, as per following terms **50% advance** and **50% after completion of the project**, subject to tax and other statutory deductions as per law.

3.2 The vendor agrees and confirms that except for the consideration provided in Clause 3.1 above, he/she shall not be entitled to any other payment, compensation, remuneration, benefits, facilities, amenities or services on any account whatsoever.

## 4. Vendor Representations and Warranties

The vendor hereby represents and warrants that he/she:

e. has all the requisite skill, experience, and qualifications to perform all his/her duties under this Agreement in a professional and workmanlike manner, in accordance with highest industry standards;

- f. shall devote his/her whole time and effort, attention & abilities as per clause 2 herein above or as may be directed, to perform duties for the Company faithfully and efficiently in the best interest of the Company;
- g. shall abide by and strictly adhere to the terms and conditions of this Agreement and the Company policies and practices, procedures, rules and regulations, both written and oral, as may be formulated and notified from time to time;
- h. agrees that this is a purely contractual position for a term specified in Clause 1.2 of this Agreement;
- i. has full power and authority to enter into this Agreement and to perform his/her obligations under this Agreement. The execution and delivery of this Agreement and the performance by him/her of his/her obligations under this Agreement shall not violate any third-party rights or any laws; and
- j. shall at all times act in accordance with the law.

**5. Intellectual Property**

- 5.1. The vendor hereby acknowledges and confirms that all rights, title and interest in and to any and all work, work product, inventions, work of authorship, documentation, formula, algorithm, data, technique, know how, discoveries, adaptations, improvements, copyrightable material, and trade secrets, whether tangible or intangible, including any copies or reproductions thereof (collectively referred to herein as “**Inventions**”) that the vendor may, solely or jointly, conceive, write, author, encode, create, design, develop, or reduce to practice during the term of the vendor belong to the Company and as such the Inventions are and will be the sole, exclusive, and absolute property of the Company and shall be free of any charges, lien, encumbrances, third-party claims and/or other adverse interests, whatsoever. Without prejudice to the foregoing, the vendor further agrees to provide the Company with any assistance that the Company may require to obtain intellectual property rights registrations or other statutory protection in the Inventions, including but not limited to the execution of any consents, agreements, or other documents as may be required by the Company to perfect its title or for the purpose of assignment of such rights to any third-party as may be directed by the Company.

**6. Confidentiality**

- 6.1. The nature of the Company's professional services require a high level of professional integrity and confidentiality, As such, the vendor agrees that all information shared with him/her in connection with or pursuant to this Agreement and any information that he/she may come across during the term of this Agreement (including, but not limited to information relating to Company's customers or employees, the terms and conditions of any agreement entered into by the Company, and any information (whether written or oral) pertaining to the Company's business (or the businesses of its associated concerns/affiliates) is to be treated as highly confidential. The vendor agrees not to disclose any such information to third parties unless disclosure is required to be made to a regulator or court pursuant to any applicable law. This clause shall survive the termination of the Agreement.
- 6.2. The vendor will not, upon termination of the Agreement, take with or retain any records of any kind pertaining to the Company or any other information or any paper, chart, bulletin, report, drawing, blueprint, or models of any kind or any copy or extract there from. Any and all such items shall be deemed at all times to belong to the Company and shall be surrendered to the Company forthwith.

**7. Termination**

- 7.1. Upon termination, for any reason whatsoever, the vendor shall be liable to return all Company property, including but not limited to vehicles, computers, mobile phones, etc. that may be in the vendor's possession as part of his vendor privileges upon demand without which the vendor shall not be entitled to the issuance of a termination letter from the Company. In the event of breach of this provision, the Company shall be entitled to institute appropriate legal proceedings including criminal and civil for the recovery of its property and the vendor shall forfeit outstanding dues, if any, against the Company.

**8. Misconduct**

Misconduct shall include any acts or omission, which the Company, in its sole discretion deems misconduct and shall include but not be limited to the following:

- (a) willful insubordination or disobedience to any lawful and reasonable order of the management or superior;
- (b) conviction of any offence under any statutory enactment or regulation;
- (c) willful/deliberate damage to or loss of Company, or its property, assets, inventory or image and/or on account of negligence;
- (d) an act of bad faith or fraud, embezzlement and/or pillage against the Company and/or its customers/clients/suppliers/group companies; and/or gross negligence;
- (e) breach of any provision of this Agreement, the Respective Covenants Agreement, the IP Assignment Agreement, and/or any bad leaver clauses in any employee stock option scheme that the Employee may be subject to, if and when offered by the Company; and/or
- (f) habitual tardiness or absence without leave.

**9. Indemnity**

- 9.1 The vendor agrees to indemnify, save and hold harmless the Company and its officers, directors, agents, employees, suppliers, contractors, clients, and customers against any claims, actions, proceedings, loss, damage or liability incurred as a consequence of the vendor's negligence, breach of contract, representations, warranties, breach of duty or breach of trust in relation to affairs of the Company.

- 9.2 The Indemnity provided in the preceding clause herein above, shall survive termination of this Agreement.

**10. Waiver**

The vendor hereby acknowledges that the failure on the part of the Company to exercise or enforce any rights resulting from this Agreement shall not be a waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.

**11. Severability**

The parties hereto agree that in the event any provision or part thereof of this agreement is held to be unenforceable or invalid then said provision or part shall be struck and all remaining provision shall remain in full force and effect.

**12. Modification of the Service Agreement**

Terms and Conditions of the Agreement may be modified with mutual consent, in writing, which shall be considered as an integral part to it.

**13. Governing law and Jurisdiction**

The validity, interpretation and implementation of this Agreement shall be governed by and in accordance with laws of Pakistan and the competent courts at Karachi shall have exclusive jurisdiction to hear and decide any dispute arising out of or relating to this Agreement.

**14. Entire Agreement**

This Agreement together with the Respective Covenants Agreement and the IP Assignment Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter hereof.

**15. Additional Clauses**

The Consultant agrees to ensure all data is stored on Leapfrog Card Systems (SMC-Private) Limited Drives, and that all IP including but not limited to log-in credentials

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day, month and year first above written.



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**FOR AND ON BEHALF OF  
LEAPFROG CARD SYSTEMS  
(SMC-PRIVATE) LIMITED**

**(COMPANY)**

Name: Ali Amin Sattar  
Title: Director



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**Mr. Waqar Afzal**

**(Vendor)**

Name: Waqar Afzal  
Title: Web Developer

**WITNESS NO. 1**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
CNIC No. \_\_\_\_\_

**WITNESS NO. 2**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
CNIC No. \_\_\_\_\_