

(Confidential)

Nasrullah Shahid

AC/CON-2028

January 25, 2021

Meelad chowk Qanchi,
Lahore.

Mobile: 0301-2661207

Re: Services Contract

Dear Mr. **Nasrullah**,

We are pleased to offer a Services Contract ("**Contract**") on a full time basis **Abacus Consulting (Pvt) Limited**, having its office at Abacus House, 4 Noon Avenue, Main Canal, Lahore - 54600 (the "**Company**"), on the following terms and conditions:

Article 1 - Title and Responsibilities

1. You shall be designated as **Consultant**, and you will be engaged by **ITS-ADM(CET)** Practice Area.
2. You will undertake consulting work in the above-mentioned sector and /or consulting work of any other kind, which The Company may ask of you.
3. You will report to the Head of **ITS- ADM(CET)** or any of his nominees.

Article 2 - Location of Services

4. You will initially be based at our **Lahore** office. You may, however, be relocated to any part of Pakistan. You should be prepared to work in any place for the performance of Services which the Company may desire, and to travel or stay in any part of the world as the Company may require from time to time.
5. You are requested to sign and send the original copy of this Contract within five (5) days after its receipt, failing which this Contract shall be considered null and void.

Article 3 - Rules of Professional Integrity and Independence

6. Your Services under this Contract shall be governed, throughout the duration of this Contract, by the Professional Ethics Statement ("**Annexure "A"**") attached to this Contract. You will sign the statement at the date of your reporting.

7. While rendering professional services to the Company clients, you shall ensure your ability to be, and to appear to be, free of interest, whatever its actual effect, that might be regarded as being incompatible with the objectivity needed to carry out professional responsibilities with impartial judgment
8. You shall keep the secrets of the Company and the Company's clients or associates, in which you may become involved or engaged in any form at any time both during the period of your tenure with the Company and at all times after the termination thereof, and shall not divulge any matters or things relating to the business or interest of the Company or any of the Company's clients or associates to any unauthorized person or utilize any secret or confidential knowledge or information acquired by you in consequence of your Contract with the Company..
9. You will devote to your duties the whole of your time and attention and you will not, without the previous written consent of the Company, become interested or engaged directly or indirectly in any other trade, business or occupation whatsoever, except as a shareholder or debenture holder in a company. You shall not initiate employment discussions, nor shall you take up an employment with a client or a prospective client of the Company without our prior written consent.

Article 4 - Confidential Information, Company Property & Compliance

10. You shall not, without the Company's prior written consent, disclose to anyone in or outside of the Company, either during or after the period of your employment with The Company under this Contract, any trade secret, confidential information, intellectual property, information pertaining to financial and management accounts, bank accounts, associated or subsidiary companies, and other matters or material of the Company, or any information or material received in confidence from third parties such as Company's clients or alliance partners or vendors or suppliers ("**Confidential Information**")").
11. You shall not incorporate into any service or product used and/or sold by the Company, any copyrighted materials of any third party, unless authorized in writing by the Company.
12. You shall at all times comply and do all things necessary to comply with the laws and regulations of all governments under which the Company does business and with all of the Company Policy as amended from time to time.
13. All the Company documents and materials including, but not limited to, reports, proposals, client deliverables, client data, the Company work products, data residing on the Company systems or premises, brochures, books, lap or desktop computers, diskettes and other storage media, drawings, notebooks, reports, and other documents, furniture, electrical and non-electrical equipment and appliances, car/vehicle or motor cycle, manuals, leaflets and stationery ("**Company Property**") that will come in your possession during the course of this Contract, shall always remain as the Company's property. You shall immediately return to the Company all such property in your possession belonging to the Company or received from any third party by the Company, whether or not containing confidential information, including, but not limited to, the Confidential Information and the Company Property upon the expiry or termination of this Contract or at any time on demand by the Company.
14. You will enter into a Confidentiality Contract with the Company (**Annexure "B"**).

15. If at any time during the course of this Contract, you make or discover or participate in the making or discovery of any Intellectual Property or Literary Work (as defined in the Intellectual Property Organization of Pakistan Ordinance 2009, and Copyright Ordinance 1962, respectively) relating to or capable of being used in the business for the time being carried on by the Company or any of its associated or subsidiary company, you shall immediately provide the Company with full details of the Intellectual Property or Literary Work, which shall be deemed to be the absolute property of the Company.
16. You shall, at the expense of the Company, supply all such information, data, drawings, programs, and any other novel software as may be requisite to enable The Company to exploit the Intellectual Property or Literary Work to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent, copy right or any other protection for the Intellectual Property or Literary Work in such parts of the world as may be specified by the Company and for vesting the same in the Company or as the Company may direct.
17. Rights and obligations under this Article shall continue in force after expiry or termination of this Contract in respect of Intellectual Property or Literary Work made during the course of your Services and shall be binding upon you and your representatives.
18. You shall also be deemed to have assigned to the Company your entire right, title, and interest in any idea, concept, technique, design, computer programs and related documentation, other works of authorships made or conceived or written or otherwise created (Intellectual Property or Literary Work) solely or jointly by you during the course of this Contract.
19. You hereby covenant with the Company that you shall not for the period of one year after expiry or termination of this Contract either on your own account or for any other person, firm or company, or in any country, without the prior written consent of the Company, solicit or entice away, or endeavor to solicit or entice away, from the Company or any of its associated companies or subsidiaries any of their respective employees.
20. You hereby covenant with the Company that for a period of one year after the expiry or termination of this Contract:
 - (a) Not to carry on or engage, directly or indirectly, alone or jointly or as agent or employee of any person, firm or The Company, in any activity or business which shall be in competition with the business of the Company or any of its associated or subsidiary company.
 - (b) You shall not practice or undertake, directly or indirectly, any business on your own in competition with the Company or take partnership or advisory role or an employment with the Company's competitors in Pakistan or outside Pakistan.

21. You hereby covenant with the Company that you shall not, during the course of your Contract with the Company and for the duration of one year from the date of expiry or termination of this Contract, seek or undertake employment or advisory work with the Company's clients or alliance partners within Pakistan or outside Pakistan, without the prior written consent of the Company.

Article 5 - Contract Fee:

22. Contract fee payable to you shall be **Rs. 60,000 /- (Sixty Thousand only)** per month.
23. The Company shall be required to deduct and pay tax at source. The tax on contract fee will be deducted each month. The amount of such tax shall be computed in consultation with you prior to making any deduction.

Article 6 - Personnel and Administrative Policies:

24. You will be granted one casual and one sick leave per month during the course of your Contract. This leave can be taken at any time convenient to the Company and you. Any additional sick leave may be granted at the Company's discretion. Any type of leave cannot be encashed.
25. All personal expenses on corporate account, e.g., personal long-distance calls, personal entertainment will be deducted and a detail of such deductions will be sent to you.
26. You will be reimbursed by the Company for any travel that you do in connection with the Services performed under this Contract. In such cases, you shall submit original copies of the invoices and receipts. You shall, however, be required to obtain prior approval of the Company before undertaking such expenses.

Article 7 - Term and Termination

27. This Contract will commence with effect from **25th January, 2021**, and shall expire **30th September, 2021** if not terminated or renewed prior to the expiry date.
28. This Contract may be renewed for a further period of time subject to a mutual Contract.
29. Either side may terminate the Contract by serving a 30-day notice to the other or salary in lieu thereof.
30. The notice period of 30 days when served by you to this Company shall not be adjusted against any form of leave. Your services, however, may be terminated by the Company at any time without notice, due to any violation or breach of the provisions contained in this Contract or the Policy Manual or on disciplinary grounds.
31. In the event, the educational certificates submitted by you to the Company, for verification from relevant agency/institution/authority, are found to be fake, the employment contract between you and the Company shall stand terminated with immediate effect. The Company shall not be responsible for any legal consequences or for the retrieval of the documents

from the concerned authorities.

Article 8- Miscellaneous

32. The provisions of this Contract are severable, and if one or more provisions are determined to be unenforceable, in full or part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.
33. This Contract shall be governed by and shall be construed in accordance with the laws of Pakistan.
34. This Contract is made at Lahore and it is agreed that the Courts at Lahore shall have exclusive jurisdiction in all matters relating to this Contract.

Kindly sign the original copy of this Contract as an acknowledgment of your acceptance.

Yours sincerely,

Sarosh Qamar
Chief Human Resources Officer

I have read this Contract and accept the offer on the conditions outlined above. I will commence my Services on the date mentioned in Article 27 above.

Name: Nasrullah

Signature: 