

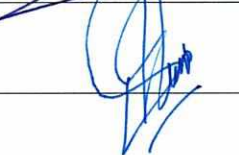


CONTRACT HANDOVER NOTE**New Contract**

| From | C&P | | | |
|---------------------------|--|--|-----------------------|---------------------|
| To (Contract Holder) | ICT Manager | | | |
| CC (HSE Department) | HSE Manager | | | |
| PR No. | 10105821 | ACV Enh: NA | Duration Ext: NA | Others: Sole Source |
| Contract Award Method | Sole Source | | | |
| Contract Number(s) | 5000030105 | | | |
| Contractor Name(s) | Innovative Integration Pvt Ltd | | | |
| Scope of Work | Back-to-back principal support for Maintenance and Support of NetApp Storage | | | |
| Contract Value | 24,424,634 | | | |
| Contract Value (USD) | 89,141 | | | |
| Applicable Concessions | Branch General | | | |
| Concession-Wise Breakdown | 100% Branch General | | | |
| Start Date | 01-04-2024 | | | |
| End Date | 31-03-2027 | | | |
| Optional Extension(s) | +1 | | | |
| Contract Type | GOODS + SERVICES | | | |
| Subcontracting | NA | HSE Guideline Number | HSE99-00-IN-GD-138-01 | |
| Designations | Names | Signatures | Date | |
| Sr. C&P Officer | Sajid Khaskheli |  | 22/3/24 | |
| C&P Team Leader | Khaliq ur Rehman |  | 22/03/2024 | |
| C&P Manager | Alim ur Rehman |  | 22.03.2024 . | |
| HSE Representative | Jahanzaib Akhtar | | | |

Notes:

1. The contract-5000019073 for the purchase of NetApp storage was awarded to Innovative Integration. In order to streamline the process and ensure the continued optimal performance of Prime Pakistan storage system, the maintenance contract-5000030105 has also been awarded to the same company.
2. Contract-5000030105 has been issued for around 3 years, starting from 1st April 2024 to 31st March 2027 with Total Contract ACV of USD 89,141/-
3. The Contract has been released in the GPS/SAP system (with relevant internal approvals), facilitating the initiation of the COFF by the end-user.

Contract Holder Acknowledgement

I hereby acknowledge that I, as a Contract Holder, have read and accept the roles and responsibilities (as mentioned on the second page) for the contract(s) under my authority as a requesting unit.

| Contract Holder | Name | Signature | Date |
|-----------------|---------------------|--|---------|
| ICT Manager | Mr. Salman Siddiqui |  | 22/3/24 |

Contract Holder Roles and Responsibilities

The Contract Holder has the overall responsibility to manage the Contract, including communication with the Contractor as necessary, to ensure it is satisfactorily performed, and hereby undertakes the following responsibilities:

General:

- Ensure that the Company's interests are protected through the administration of the contract.
- Perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities.
- Monitor contract expiry date and available financial value and ensure timely action (minimum 6 months before expiry and before reaching 70% ACV), if contract requires duration extension or ACV enhancement.
- Analyze Contractor deliverables and work progress against the contractual clauses.
- Verify that HSE requirements are adhered to as per contractual clauses.
- Ensure implementation of Contractor management plans and procedures in compliance with the Contract
- Conduct the evaluation of Contractor management practices and deliverables.
- Maintain effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contract regarding effectiveness.
- Continually review ongoing activities to ensure that these are in line with that originally contemplated.
- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontractors already approved in the Contract.
- Check if activities being subcontracted are listed in the Contract among those that can be subcontracted.
- Verify that maximum limit of subcontractable activities has not been exceeded.
- Verify that there are no multi-tier subcontracts, unless specifically permitted by the Contract.
- Carry out subcontractor sample checks on the declarations given by Contractor regarding the requirements.
- Ensure that Contractor is complying with the Insurance requirements against the contractual clauses.
- Ensure that Contractor is complying with relevant Guarantees against the contractual clauses.
- Check whether any Liquidated Damages or Penalties or volume discounts are applicable as per the Contract.
- Anticipate and manage any claims assessing their legitimacy and magnitude and maintain a claim register.
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders.

Administrative:

- Ensure that all correspondence/documentation transmitted to or received from the Contractor have been reviewed/approved or received by all relevant personnel. In case of correspondence of a contractual or commercial nature, it has to be reviewed by the C&P, Finance, Legal or any other relevant department.
- Approve and sign the Call-Off Order (COFF).
- Approve and sign the Material Inspection Note (MIN).
- Approve and sign the Service Entry Sheet (SES).
- Verify all invoices in a timely manner against the contractual clauses.

Expediting and Inspection:

- Expedite all Goods / Services / Works required under the contract.
- Ensure verification of Goods / Services / Works of the Contractor.

Performance Feedback:

- Prepare and submit Contractor Feedback Report at the time of contract amendment or at the time of new contract award for similar services in order to verify suitability for future use.
- In case of misconduct by Contractor or Subcontractor, negative feedback is to be recorded.
- Inform C&P of any negative feedback through separate email.
- The Feedback shall cover the following aspects:
 - Quality of Goods / Services / Works
 - HSE
 - Timely Delivery or Completion
 - Punctuality
 - Behavior
 - Any cost modification
 - Any non-compliance

Close-Out:

- Initiate and coordinate the formal Contract Close Out after completion of the Goods / Services / Works.
- For contracts with ACV greater than USD 5,000,000, prepare and submit the Contract Close Out Report to C&P department.



Contract-5000030105

Prime Pakistan Limited

(Formerly Eni Pakistan Limited)
5th Floor, The Forum, G-20 Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan.
PABX : (92-21) 35879951
FAX : (92-21) 35838394-5

LETTER OF AWARD

| | | | |
|-----------------------------------|---|-----------------------|--|
| Contract Description: | NetApp Storage Maintenance | | |
| Contractor Name: | Innovative Integration (Pvt) Ltd. | SAP Code: | 520299 |
| Contractor Address: | B-103, First Floor, Fortune Tower, Plot no. 43/1-A, Block-6 PECHS, Karachi, 75400 | | |
| Contractor Incorporation: | Pakistan | Contract Type: | Services |
| Contractor Representative: | Muhammad Kamran Alam Siddiqui | | |
| Contact Number: | +92-332-3000147 | Email: | kamran.alam@innovativeintegration.net |
| Contract Holder: | PBO-ICT Back office | | |
| Company Representative: | Salman Siddiqui- ICT Manager | | |
| Contact Number: | 0333-4900380 | Email: | Salman.Siddiqui@prime-pakistan.com |
| Contract Start Date: | 01-April-2024 | End Date: | 31-March-2027 |
| Commencement Date: | As per First COFF | Opt. Ext: | 1 Year |
| C&P Buyer Name: | Mr. Sajid Hussain | Email: | Sajid.hussain2@prime-pakistan.com |

The attachments to the Letter of Award include the following; however the CONTRACT documents and priority are as per Article-3 of the General Terms & Conditions:

- Appendix-A Compensation Schedule
- General Terms & Conditions
- Appendix-D Scope of Work
- Appendix-E HSE Guidelines
- Appendix-F OHHMS Guidelines
- Appendix-G Security-CR Guidelines

Save as specifically provided for herein, all terms and conditions of the CONTRACT shall remain the same in full force and effect and shall be known as the CONTRACT.

In witness whereof, the PARTIES have signed this CONTRACT-5000030105 on the dates stated below:

| For and behalf of COMPANY | | For and behalf of CONTRACTOR | |
|---------------------------|---------------|------------------------------|-------------------|
| Signature | | Signature | |
| Name | Kamran A Mian | Name | SYED AHTASH GHAZI |
| Title | CEO | Title | DIRECTOR |
| Date | 21-3-2024 | Date | 21/3/2024 |



Registered in England & Wales, Company No. 00151940
Registered Office: 5th Floor, Halo, Counterslip
Bristol, UK, BS1 6AJ
Liability of members is limited



Contract-5000030105

Appendix-A - Compensation Schedule

| Sr. No. | Item Description | Price USD Year-01 | Price USD Year-02 | Price USD Year-03 |
|---|----------------------------|----------------------|----------------------|----------------------|
| NetApp Storage Maintenance - Extended Warranty & Support Renewal | | | | |
| 1 | NetApp Storage 2750 | 14,100 | 15,792 | 17,687 |
| 2 | NetApp Storage 2720 | 7,800 | 8,736 | 9,784 |
| Sr. No. | Item Description | Price PKR Year-01 | Price PKR Year-02 | Price PKR Year-03 |
| NetApp Storage Maintenance - Local SLA | | | | |
| 1 | NetApp Storage 2750 & 2720 | 900,000 | 1,000,000 | 1,100,000 |

Notes:

1. The above-mentioned prices are exclusive of 3% SST.
2. The Payment Terms of the CONTRACT is Net 30 days from Invoice Receipt date.
3. The 2nd & 3rd Year Quoted Prices are the estimated prices only with respect to the usual 10%-12% annual renewal uplift. In case NetApp increases the above prices of the product and software support in the next 2 years, the same % increase would be applied to the quoted prices.
4. Subject to the formal APPROVAL through SERVICE ENTRY SHEET (SES) by the COMPANY of the CONTRACTOR's invoice, the invoice shall be paid in equivalent PKR opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name : Meezan Bank Limited
Bank Address : 2nd Floor KDBL Building 58 West Warf Road, Karachi
Account Name : Innovative Integration Pvt Ltd.
Account Number : 0195-0101824078
SWIFT Code : MEZNPKKAGR
IBAN Number : PK2 MEZN 0001 9501 0182 4078



Signature