

SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT (the “**Agreement**”) is made at Karachi on this ____ day of _____,_____.

BY & BETWEEN

TRIC LIMITED, being a public company duly incorporated and existing under the Companies Ordinance, and having its registered office at KE House, 39-B, Sunset Boulevard, Phase-II, Defense Housing Authority, Pakistan (hereinafter referred to as “KE”, which expression shall, wherever the context so permits, mean and its successors-in-interest and assigns) of the **ONE PART**.

AND

Provider Name system and technology consulting firm having its registered office at - Pakistan, bearing NTN hereinafter referred to as the “**Service Provider**” which expression shall where the context so admits include its ors-in-interest, legal heirs, representatives and assigns) of the **SECOND PART**;

the Service Provider may hereinafter also be referred to individually as a “**Party**” and collectively as “**Parties**”).

ALS:

ties do hereby recite as follows:

EAS:

KE is desirous of engaging the Service Provider for the purpose of obtaining business process outsourcing of call center services as envisaged in this Agreement.

KE is interested in acquiring the Services from the Service Provider in reliance upon the representations and warranties made herein including inter alia, that the Service Provider is in position to provide quality Services as envisaged in this Agreement and has the necessary approvals, resources, expertise and willingness to provide the Services;

The Service Provider represents that he has adequate experience, skills, organization, personnel and capabilities to render the Services to KE in this connection and carry out and provide the Services required under this Agreement.

The Parties, pursuant to the discussions and negotiations, having agreed on the terms and conditions in accordance with which the Service Provider shall provide the Services, are desirous of reducing the same to writing.

HEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREINAFTERAINED FOR GOOD AND VALUABLE CONSIDERATION, THE RECIEPT AND SUFFICIENCY OF WHICHBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement the following terms/expressions shall have the following meanings unless the context requires otherwise:

Additional Services means any additional services provided by the Service Provider in connection with any apparent problem regarding the Services reasonably determined by the Service Provider not to have been caused by a Fault attributable to the Service Provider.

Affiliate means in relation to a Party, any company, corporation, partnership or other legal entity (in this clause referred to as a "Company"): (i) that is, directly or indirectly, controlled by such Party; or (ii) that directly or indirectly controls such Party; or (c) that is, directly or indirectly, controlled by a Company that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Company is directly controlled by another Company which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned Company or the right to appoint or dismiss a majority of the directors thereof.

Call Centre means Service Provider's facility/site used by the Service Provider in relation to provision of Service under this Agreement, which includes both the Primary site and any alternate/secondary site.

Completion Certificate means the certificate to be issued by KE to the Service Provider in evidencing the completion of the Services in accordance with the Terms of this Agreement subject to remedying of defects or deficiencies (if any).

Confidential Information means (i) information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of KE or any Affiliate of the KE or their respective employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, customer lists, profits, profit margins, pricing policies or methods, personnel information business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that any member of KE may receive or has received belonging to customers and/or other persons who do business with any member of KE. Confidential Information may also (i) constitute Intellectual Property, as defined below; and (ii) any information relating to an identified or identifiable natural person.

Contact List means a current list of Service Provider's contacts and telephone numbers to enable KE to escalate its Support Requests, including:

- a. the first person to contact; and
- b. the persons in successively more qualified or experienced to handle and provide the support sought.

Fault means any failure of the Services to operate in all material respects in accordance with the specification and documents, including any failure or error referred to in the Service Level Table.

Governmental Authority means any federal, provincial, state, municipal, local, territorial, or other governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, courts, tribunals or administrative body, domestic or foreign having jurisdiction over the Services or the Parties.

Help Desk Support means any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Services.

Higher-level Support means any higher-level support provided by an authorized representative on the Contact List.

Intellectual Property means all industrial and intellectual property in or arising out of this Agreement (including foreground and background intellectual property rights), whether protectable by statute, at common law or in equity, including all copyright, inventions and right to inventions, patents, designs, trademarks, service marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world but excluding non-assignable moral rights and similar non-assignable personal rights of an author.

KE Data means all Confidential Information, including but not limited to any personally identifiable information relating to any customers, end users or employees of KE, its suppliers or contractors, to which the Service Provider has or may have access in connection with the performance of the Services by the Service Provider for KE under this Agreement.

KE Policies means all applicable policies of KE including but not limited to Environment, Health and Safety policy and the Supplier Code of Conduct, as revised by KE from time to time, current copies of the ones mentioned which the Service Provider hereby acknowledges are enclosed in **Schedule F**.

Payment Terms means the terms of payment of the Service Fee as set out in Schedule B.

Services means call centre services which may include but is not restricted to technical queries, billing queries, new connections queries or any other new promotions/campaigns support to be provided in functioning conditioning by Service Provider pursuant to this Agreement as more fully described in Schedule A;

Service Credits means the service credits specified in the table set out in Clause 8.1.

Service Fee means the amount charged for the Services in accordance with Clause 4 and Schedule B.

Service Levels means the service level responses and response times referred to in the Service Level Table.

Service Level Table means the table set out in Clause 7.1.

Service Provider Personnel means the Service Provider representatives involved in the provision of Services to KE under this Agreement, who may include the staff, agents, labour, customer care representatives (CCRs), team leaders, floor supervisors, trainers and managers operations. and other employees of the Service Provider and/or of its subcontractor; and any other personnel assisting the Service Provider in the execution of the Agreement and the Services hereunder.

Solution means either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault (including a reversal of any changes to the Services if deemed appropriate by the Service Provider) subject to KE's consent.

Support Hours means Seven (07) days a week, twenty-four (24) hours a day including Bank Holidays.

Support Period means the Term and, if requested by KE, any period during which KE transfers the Services to an alternate service provider.

Support Request means request made by KE in accordance with this Agreement for support in relation to the Services, including correction of a Fault.

Support Services means maintenance of the then-current version or release of the Services, including Help Desk Support and Higher-level Support, but excluding any Additional Services.

Tax(es) include the General Sales Tax ("GST"), Withholding Tax and any other tax as applicable to the Services.

Term means the duration of this Agreement as stated in the Clause 3.

Territory means the territorial jurisdiction of the State of the Islamic Republic of Pakistan.

Terrorist Organization includes but not limited to any such religious/political organization duly banned by the Government of Pakistan, any foreign governments and/or the United Nations, etc which is involved in anti-state/killing activities.

Third Party means any person or entity not party to this Agreement which is involved in the provision of Services including subcontractors, agents, and consultants.

INTERPRETATION

in this Agreement (except where the context otherwise requires):

- (i) Words in the singular include the plural and vice versa and words importing any gender include every gender;
- (ii) References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);
- (iii) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (iv) Reference to Clauses and Schedules are to Clauses and Schedules to this Agreement;
- (v) Capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement;
- (vi) The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (vii) The recitals and Schedules form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the recitals and Schedules; and
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years.

TERM

The term of this Agreement shall be for a period of Thirty Six (36) Months effective from _____ and shall be deemed to be expired on _____ unless terminated earlier in accordance with this Agreement.

Upon expiration of the Term, this Agreement shall deem to have been renewed automatically till the time terminated by either Party through notice period, which is one (01) month by KE or three (03) months by Service Provider.

SERVICES FEE

The Service Provider shall provide Services as set out in Schedule A of this Agreement in accordance with the terms of this Agreement.

In consideration of the performance of the Services by the Service Provider, KE shall pay Service Fee on monthly basis to the Service Provider in accordance with the Payment Terms set out in Schedule B of this Agreement.

The stamp duty applicable on the Agreement as per the law shall be payable by the Service Provider in accordance with the Section 29 of the Stamp Act 1899 as amended by the Sindh Finance Act 2009 Section 2 (1) and any short payment in this regard shall be the complete liability of the Service Provider.

SUPPORT SERVICES

During the Support Period the Service Provider shall perform the Support Services during the Support Hours in accordance with the Service Levels.

As part of the Support Services, the Service Provider shall:

- (a) provide Help Desk Support by means of the following telephone number [TELEPHONE NUMBER] and e-mail address [E-MAIL ADDRESS];
- (b) commit appropriate resources to the provision of Higher-Level Support;
- (c) where Help Desk Support is not provided within the relevant Service Level response time and KE escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- (d) use on best effort basis to correct all Faults notified under Clause 6.3(a); and
- (e) provide technical support for the Services in accordance with the Service Levels.

The Service Provider may reasonably determine that any services are Additional Services. If the Service Provider makes any such determination, it shall promptly notify KE of that determination.

SUBMITTING SUPPORT REQUESTS AND ACCESS

KE may request Support Services by way of a Support Request.

Each Support Request shall include a description of the problem and the start time of the incident.

KE shall provide the Service Provider with:

(a) notice of any Faults; and

(b) such output and other data, documents, information, assistance and (subject to compliance with all KE's security and encryption requirements notified to the Service Provider in writing) remote access to KE System, as are reasonably necessary to assist the Service Provider to reproduce operating conditions similar to those present when KE detected the relevant Fault and to respond to the relevant Support Request.

KE shall provide such access promptly, provided that the Service Provider complies with all KE's security requirements and other policies and procedures relating to contractors entering and working on KE site notified to the Service Provider.

SERVICE LEVELS

The Service Provider shall:

(a) prioritize all Support Services based on its reasonable assessment of the severity level of the problem reported; and

(b) respond to all Support Services in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service Level response and response time
1	Service Level	Threshold time: 20 seconds Target: 85% (Star & Corporate) 85%(Non-Star & Defaulter)
2	Instant Customer Endorsement(ICE)	ICE is the feedback that is given by the customer after every call. Satisfaction level percentage is supposed to be above 90%
3	Average Handle Time (AHT)	AHT is average handle time of call by customer service representative. AHT target would be 145 seconds (variable)
4	Abandoned Ratio	Abandoned calls are the calls where customer disconnects the call within/after threshold. Percentage of such calls should not exceed 10% of the total offered calls
5	Quality Scores	Average score of random call evaluation of whole center is supposed to be 92% or above.

Star Customer: Star customers are those customers of KE who have been paying their bills timely for last eleven (11) months.

Corporate Customer: Corporate customers are industrial customers of KE.

Non-Star Customer: Non-star are the customer of KE who are not regular in their payments every month.

Defaulter Customer: defaulters are the customer of KE who have not paid their bills since last three (03) months.

The Parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

The Service Provider shall give KE regular updates of the nature and status of its efforts to correct any Fault [and monthly reports as to achievement of Service Levels and penalties to which KE has become entitled].

Penalty

Failure by the Service Provider to comply with the terms of this Agreement including but not limited to the Service Levels specified in Clause 7 and/or KPIs provided in Schedule C of this Agreement, shall attract penalties on the following basis.

- | | | |
|------------------------------|---|-----------------------------|
| a. 1 st Violation | - | Warning Letter |
| b. 2 nd Violation | - | Rs. 55,000 (payable to KE) |
| c. 3 rd Violation | - | Rs. 110,000 (payable to KE) |
| d. 4 th Violation | - | Termination of Agreement. |

OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider represents and warrants that it:

- (a) is duly organized and validly existing under the laws of Pakistan;
- (b) has all requisite legal power and authority to execute this Agreement and perform the Services under the laws of Pakistan;
- (c) has necessary licenses and licensed Service Provider Personnel (where necessary) to carry out the Services as prescribed in Schedule A of this Agreement under the laws of Pakistan and that it shall maintain during the pendency of this Agreement such necessary licenses and licensed Service Provider Personnel that are used for providing Services under this Agreement;
- (d) shall fulfil the Key Performance Indicators as contained in Schedule D. This liability of the Service Provider shall be in addition to, and not in derogation of, other liabilities to which the Service Provider is liable in terms of this Agreement and the liabilities imposed by the Laws of Pakistan.

- (e) Has duly signed and acknowledged the terms of the Supplier's Code of Conduct (SCOC) and shall fully abide by the terms of the SCOC which shall form an integral part of this agreement (*copy attached herewith as an Schedule F*);
- (f) shall ensure that the Services are provided by Service Provider's Personnel who have the necessary skills and experience and who are mentally and physically capable to perform the Services and that the Services are provided under the supervision of the Service Provider;
- (g) agrees that this Agreement constitutes the valid, legal and binding obligation of the Service Provider, enforceable in accordance with the terms hereof and in the light of the laws of the Territory;
- (h) has no actions, suits or proceedings pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or authority that might materially adversely affect the ability of the Service Provider to meet and carry out its obligations under this Agreement;
- (i) shall provide Services in a timely and professional manner as reasonably directed by KE exercising proper care, skill and diligence.
- (j) shall provide Services to the standard of expertise which the Service Provider has represented to KE that the Service Provider's Personnel possess.
- (k) shall ensure that no employee, agent or contractor of the Service Provider does anything during the term of this Agreement which, if it was done by the Service Provider, would constitute a breach of this Agreement.
- (l) shall ensure that the Service Provider and the Service Provider Personnel familiarize themselves with and comply with any procedures, policies or protocols communicated or advised by KE to the Service Provider including those relating to KE and KE Policies.
- (m) shall at all times maintain records of the Service Provider Personnel and shall ensure that the Service Provider's Personnel have no criminal records and/or are involved in any Terrorist organization and/or prior complaints lodged against them by any Third Party in terms of their standard of work and/or behavior relating to the Services provided under this Agreement.
- (n) shall not offer, promise, or give any payments or provide anything else of value, directly, indirectly, or through any other means whatsoever, to any Government Authority or to any other person while knowing that all or any portion of the money or value will be offered, promised or given to a Government Authority for the purpose of (i) influencing any act or decision of such official in his official capacity, (ii) inducing such official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality for the benefit of KE. The Service Provider further warrants that it shall not make a gift or political contribution in cash or in kind to, nor shall it entertain, any Government Authority or any other persons on behalf of the KE;
- (o) The Service Provider shall, at all times, act in a manner designed to safeguard the interests of the KE.

- (p) The Service Provider will maintain and enforce safety and physical security procedures with respect to its access and maintenance of KE's information that are (1) at least equal to industry standards for such types of locations, and (2) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of KE's information and all other data owned by KE and accessible by Service Provider under this Agreement.
- (q) All KE information must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, the Service Provider will maintain an adequate level of physical security controls over its facility. Further, the Service Provider will maintain an adequate level of data security controls.
- (r) KE recognizes that it may be necessary, in unusual or abnormal technical situations or other unforeseen conditions, for Service Provider to deliberately pre-empt or interrupt KE's use of the Services. Such decisions shall only be made by Service Provider in consultation with KE. Service Provider shall give KE at least 48 hours' notice of such pre-emption or interruption and will use best efforts to schedule and conduct its activities during periods of such pre-emption or interruption so as to minimize the disruption of the Services. Notwithstanding anything herein Service Provider shall provide a minimum of Fourty eight (48) hour notice for any pre-emption or interruption of Services provided hereunder.
- (s) The Service Provider shall ensure that the Services provided to KE comply with all applicable governmental laws, rules and regulations and will follow established practices and procedures and will take all possible steps not to prejudice the interest of KE.
- (t) The Service Provider shall respond promptly to all KE requests for assistance on any matter in connection to the Services mentioned in Schedule A.
- (u) The Service Provider shall provide opinions and/or solutions to the best of its ability.
- (v) All deliverables shall be Service Provider's original work (except for material in the public domain or provided by KE) and, to the best of Service Provider's knowledge, do not and shall not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

The Service Provider must always ensure that when Service Provider's Personnel are on KE's premises they:

- (a) have a copy of KE's Policies applicable to the Service Provider and that they comply immediately and fully with such KE's policies;
- (b) comply fully with all safety, health, environmental and other policies of KE notified to the Service Provider from time to time, and all relevant legislation.

The Service Provider hereby represents that it complies and shall continue to comply with, adhere and strictly follow all the applicable labor laws, rules, regulations and requirements in respect of all matter relating to the Service Provider Personnel, including but not limited to health and safety, restrictions on working hours, leaves and holidays without pay, etc.

ADDITIONAL SERVICES

In case KE requires any additional services, the Service Provider shall provide Services the not later than the same week as KE places the request provided the request is placed by 12:00pm on the day the additional services are requested. For the avoidance of doubt it is further explained that any such additional services shall be provided at the service charges to be agreed between both Parties by mutual written consent at the time of provisioning of such additional services.

If the Services are enhanced and/or reduced by way of modification so as to increase /decrease the effort and/or to extend the SERVICES, SERVICE PROVIDER shall inform KE of the circumstances with the possible effect. The increase shall be treated as Additional Services and additional reasonable remuneration as the Parties may mutually agree.

CONTACT LIST

The queries should be addressed to and responded by the authorized representative appointed by the Parties. The authorized representative of the Parties are as follows:

On behalf of KE by

Hasham Sherwani, GM-Call Center

Contact number: 92-346-8223608 or successor or designated representative(s);

On behalf of SERVICE PROVIDER by

Ridwan Mahfooz, Assistant Vice President

Contact number: 92-333-3006060 or successor or designated representative(s).

The authorized representative designated for KE shall not be pulled out of the project till the expiration of the Agreement. In case of resignation of Service Provider's Personnel designated for the project, Service Provider will give maximum efforts to provide an equivalent resource within 3 days.

TERMINATION

Without affecting any other right or remedy available to the KE, the KE shall be entitled to terminate this Agreement by giving a thirty (30) days prior written notice to the Service Provider without assigning any reason hereto.

KE may terminate this Agreement immediately with written notification if any of the following occur:

- (a) the Service Provider becomes insolvent (as defined in section 389 of the Companies Act 2017, the Insolvency (Karachi Division) Act 1909, or the Provincial Insolvency Act 1920, as applicable or any other law applicable to the Service Provider and dealing with insolvency) or, in the reasonable opinion of KE, is otherwise unable to provide the Services in accordance with this Agreement;
- (b) the Service Provider does not provide the Services within the stipulated deadline as mutually agreed between the Parties under this Agreement;
- (c) if the Service Provider is in breach of any of the representations and warranties given in Clause 5 and/or if the Services are not provided to the level promised in Schedule A;

- (d) the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

KE shall be entitled to be repaid in full for any Services so terminated or rejected; and any costs incurred by KE in rejecting or terminating the Services, KE shall have the unconditional right to be reimbursed the actual cost so incurred (including the cost of procuring the Services from any Third Party).

The Service Provider may terminate this Agreement by giving KE a ninety (90) day prior written notice if KE does not fulfil its obligation to make undisputed payment for Services under this Agreement. In the event that KE makes payment for the undisputed amount during the notice period the Service Provider shall withdraw the termination notice. During Service Provider shall continue to provide Services during the above termination notice period.

KE has no obligations under this Agreement after termination of this Agreement except where KE is required to make undisputed payments of the Service Fee for any properly rendered Services by the Service Provider performed to the satisfaction of KE after termination for Services provided before termination.

The Service Provider shall have the following obligations after the termination of the Agreement:

Refund/return any excess payments made by KE within one week from the date of termination. Beyond this period, amount will be recovered from outstanding invoices of Service Provider.

- (b) Obligations relating to any rights and remedies relating to breaches of this Agreement that occurred before termination are not affected by termination; and
- (c) Any obligations set forth under this Agreement that continue to apply.

Effect of Termination

The termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties hereunder on and prior to any such termination. Upon termination of this Agreement for any reason, the Service Provider shall:

- i. immediately deliver to KE all property of KE in its possession or under its control (including that held by any representative);
- ii. irretrievably delete or destroy any Confidential Information in its possession or under its control (including that held by any representative); and
- iii. certify in writing to KE that it has complied with its obligations under this Clause 15.7 within seven (07) days of termination.

Upon termination of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) the obligation of confidentiality set forth in Clause 18. The Service Provider shall, immediately upon termination of this Agreement, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

TIME IS OF THE ESSENCE

The Service Provider acknowledges that time is of the essence here for all times, dates and periods specified in this Agreement or if substituted amicably by the Parties in writing.

TAXES

The Service Provider shall be responsible for all Federal, Provincial and Local taxes on its income arising out of the Agreement. Further, all payments under the Agreement shall be subject to deduction of all applicable withholding taxes including under the Income Tax Ordinance, 2001, Sales Tax Act, 1990 and all Provincial laws. KE would provide copy of receipted portion of challan to the Service Provider being the evidence of withholding tax deducted and deposited into the Government treasury.

The Service Provider shall provide its NTN and SST Registration Number. The FBR has prescribed different rates of income tax withholding for filers and non-filers. The filer is defined as a taxpayer whose name appears in the Active Taxpayers List (ATL) issued by FBR from time to time. To enable KE to withhold income tax at lower rate as applicable for filers, the Service Provider shall ensure that its name appears in the latest ATL as available on FBR website, otherwise income tax will be withheld at higher rates as applicable for non-filers.

If any competent authorities formally approach KE for any short paid or defaulted tax required to be paid by the Service Provider in connection with providing Services under this Agreement, then such short paid amount or defaulted amount of tax shall be withheld by KE under intimation to the Service Provider to obtain NOC/Dues Clearance Certificate from the relevant authority(s) and in case of failure KE shall have the right to deduct such amount from the payments due to the Service Provider under this Agreement and pay directly to the relevant authorities.

LICENSING MATTERS AND SUPPORT

The Service Provider's obligations under this Agreement are contingent upon Service Provider continuing to be licensed to operate the Services. Should Service Provider for whatever reason not continue to be so licensed, its obligations under this Agreement shall cease and Service Provider will be liable to KE for refund of any payment made to Service Provider less any undisputed amounts which may be outstanding against KE.

INDEMNITY

In this Clause, a reference to the KE shall include KE's Affiliates, and the provisions of this Clause shall be for the benefit of KE and each such Affiliates, and shall be enforceable by each such Affiliate, in addition to KE.

The Service Provider indemnifies, and will keep KE, its Affiliates, Directors, Employees indemnified, at all times and from time to time and against any and all loss (including any direct, indirect or consequential loss and loss of profit), loss of reputation and all interest, penalties, damage or liability (whether criminal or civil) suffered, legal fees (calculated on a full indemnity basis) and all other costs and expenses incurred by KE or any of its Affiliates (whether directly or indirectly) as a result of a breach by the Service Provider of any of the terms or conditions of this Agreement or the neglect or default of, or any act, matter or thing permitted or omitted by, the Service Provider and the Service Provider's Personnel which includes but is not limited to any sub-contractors, agents and/or its employees.

The Service Provider also agrees to indemnify the KE against any claim made against the KE by a Third Party arising out of or in connection with the provision of this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Service Provider

its employees, agents or subcontractors including but not limited to any claim made against the KE by a Third Party for death, personal injury or damage to property, for actual or alleged infringement of a Third Party's intellectual property arising out of or in connection with this Agreement.

The Service Provider further agrees to indemnify and hold the KE harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature whatsoever imposed on, incurred by or asserted against the Service Provider by a Third Party in the course of carrying out its obligations pursuant to this Agreement and resulting from breach of any of the terms of this Agreement, default or negligence of the Service Provider, or its employees and other Service Provider Personnel.

If a payment due from the Service Provider under this Clause is subject to tax (whether by way of direct assessment or withholding at its source), the KE shall be entitled to receive from the Service Provider such amounts as shall ensure that the net receipt, after tax, to the KE in respect of the payment is the same as it would have been were the payment not subject to tax.

This indemnity shall survive the termination of this Agreement.

CONFIDENTIALITY

Service Provider hereby undertakes to ensure that:

- a) any employee of it or any third party, including any agent of a Party, receiving Confidential Information from either Party shall use Confidential Information only for the purposes of performing the Services;
- b) any employee of Service Provider or sub-contractors of it shall not disclose any Confidential Information to any Third Party without the prior consent in writing of the Disclosing Party;
- c) all reasonable precautions are taken to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes set out in Clause 15 **Error! Reference source not found.** above and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from the Disclosing Party as it uses with its own similar information that it does not wish to disclose, publish, or disseminate;
- d) without prejudice to the generality of the foregoing, neither receiving Party, nor any agents of it shall use the Confidential Information for the solicitation of business from the Parties, any of its employees or agents, or the Service Recipients or agents or any other third party;
- e) notwithstanding any other provision hereunder, the Service Provider shall comply (and shall ensure that its employees, agents & sub-contractors) comply with all reasonable instructions and/or guidelines produced and communicated by KE from time to time for the handling and storage of Confidential Information; and
- f) the Service Provider shall obtain from any sub-contractor of it or its Employees engaged in connection with the provision of Services under this Agreement a signed confidentiality undertaking.

DATA PROTECTION

The Service Provider has represented to KE that Service Provider will have no ability to manipulate, modify or control such KE Data. If any support services or Services provided by Service Provider may involve Service

Provider or its Service Provider's Personnel having or requiring access to KE servers, KE applications, and/or KE Data, Service Provider shall at KE's request, Service Provider shall enter into an appropriate separate agreement with KE to govern such access and protect any KE Data that may be subject to such access. To the extent KE grants Service Provider access to KE Data, or Service Provider has access to or stores or holds any KE Data, Service Provider agrees to: (i) access and use KE Data solely for the purpose of providing KE with access to the products, software and licensor's platform, and to provide professional services to KE in accordance with the terms and conditions of this Agreement and any applicable scope of work; (ii) maintain physical, technical, and administrative safeguards and in any event no less than industry standards in the cloud computing/online services industry to protect the KE Data against unauthorized access, use, or disclosure while it is accessible to or held by Service Provider.

Service Provider further agrees that it will monitor and test its data safeguards from time to time, and further agrees to adjust its data safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring. If Service Provider suspects or becomes aware of any unauthorized access to any KE Data by any unauthorized person or third party, or becomes aware of any other security breach relating to KE Data held or stored by Service Provider under this Agreement or in connection with the performance of the Services, Service Provider shall immediately notify KE in writing and shall fully cooperate with KE at Service Provider's expense to prevent or stop such data breach. In the event of such data breach, Service Provider shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such data breach. Service Provider will defend, indemnify and hold KE, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by Service Provider of its obligations contained in this Clause, except to the extent resulting from the sole acts or sole omissions of KE. KE Data to which Service Provider has access under this Agreement, as between Service Provider and KE, will remain the property of KE. Service Provider will not transfer any KE Data to third parties other than through its underlying network provider to perform its obligations under this Agreement. Without limiting Service Provider's obligation of confidentiality as described in this Agreement and herein, Service Provider will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of KE Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the KE Data; (iii) protect against unauthorized access to or use of the KE Data; (iv) ensure the proper disposal of KE Data, as further defined herein; and (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing.

Service Provider will designate an individual to be responsible for the information security program. Such individual will respond to KE inquiries regarding computer security and to be responsible for notifying KE - designated contact(s) if a breach or an incident occurs, as further described herein. The Service Provider will take appropriate measures to ensure that Service Provider's systems connecting to KE systems and anything provided to KE through such systems do not contain any Disabling Device. For purposes of this Agreement, "Disabling Device" means any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could

reasonably be used to permit a party or any third party to access any computer system or network (referred to as “trojans”, “traps”, “access codes” or “trap door” devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers.

INTELLECTUAL PROPERTY

In this Clause 18:

- (1) KE’s **Background IPR** means all Intellectual Property Rights owned by or licensed to the KE, or developed by or on behalf of KE, in either case independently of this Agreement;
- (2) **Foreground IPR** means all Intellectual Property Rights which result from or otherwise come into existence as a result of the Services.

All Foreground IPR shall immediately vest in and shall be owned by KE.

The Service Provider hereby assigns to KE (or its Affiliates) with full title guarantee any Foreground IPR, together with the right to sue for and recover damages or other relief in respect of any infringement of Foreground IPR.

All KE’s Background IPR shall remain vested in and owned by KE or its licensors (as applicable).

The Service Provider may not use any trademarks, trade names, slogans or logos of KE or any of its Affiliates except as specifically authorized by KE in writing.

NOVATION, ASSIGNMENT AND SUBCONTRACTING

The Service Provider shall not assign, novate and/or subcontract this Agreement, any part thereof, and/or the Services hereunder and/or any part thereof to any Third Party in any manner with any of its rights and obligations without the express written consent of KE.

KE may assign, novate and/or subcontract, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations this Agreement, any part thereof to any Affiliate or any Third Party without consent of the Service Provider.

This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all of its assets.

NOTICES

Any notice, request, statement, intimation, reference or other communication provided for in this Agreement shall be made in writing and shall be directed by registered mail, secured courier service, facsimile, as the case may be, to the Parties’ authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) working days in advance.

Attention to: Mr. Saad
Address: 5th Floor, KE Wing, Civic Center, Karachi
Tel: 0346-8223608

Service Provider:

Attention to: Mr. /Ms. Ridwan Mahfooz
Address: 8th Floor, Lackson Square Building, Saddar
Tel: 0333-3006060

All notices shall only be effective on receipt or sent after registered post only.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of Pakistan. The Parties irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. In case the Parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the Parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

Notwithstanding anything contained hereof it is agreed that during the pendency of the mediation proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be affected due to the mediation proceedings if so deserved by KE.

BRIBES

Neither the Service Provider nor any of its Affiliates or their respective directors, officers, shareholders, employees or agents shall make or offer, in respect of the performance of the Services, any loan, facilitation payment, gift or any other payment, directly or indirectly, whether in cash or in kind, for the use or benefit of an official of the Governmental Authority or any other person for the purposes of influencing any act or decision of any official of the Governmental Authority in its official capacity, or inducing any official of the Governmental Authority to do or omit to do any act in order to obtain or retain business or otherwise to secure any improper advantage, irrespective of where the Services are performed, or give or offer to give to any person any bribe, gift, gratuity or commission as an inducement or reward:

- (a) for doing, or forbearing to do, any action in relation to the Agreement or any other contract with KE; or
- (b) for showing, or forbearing to show, favour or disfavour to any person in relation to the Agreement or to any other contract with KE,

When KE may, terminate the Agreement and expel it from the site, and the provisions of this Clause shall apply as if such termination and expulsion had been made under Clause 11. The Service Provider shall indemnify, defend and hold KE harmless from any and all liabilities, costs, penalties, fines, and reasonable attorney's fees

associated with any such violations.

INSURANCE

During the currency of this Agreement the Service Provider shall maintain in force insurance policies with reputable insurance companies, against all risks including third party claims and group workman insurance for its employees providing Services under this Agreement that would normally be insured against by a prudent service provider in connection with the risks associated with this Agreement, and produce to the KE on demand full particulars of that insurance and the receipt for the then current premium.

The Service Provider agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement including but not limited to:

- Violation or infringement of any right of privacy,
- including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;

PUBLICITY AND MARKETING

The Service Provider shall not refer to KE being a client of the Service Provider either in any of their written publicity material or in any pitch proposals to other clients (whether orally or in writing) without the prior written consent of KE.

NON-EXCLUSIVE AGREEMENT

This Agreement is Non-Exclusive in nature and the Parties hereby agree that this Agreement does not in any manner restrict the KE from the appointment of any other vendors for similar Services/purposes. The KE reserves the right of appointment of other vendors concerning the subject matter of this Agreement and may appoint several other vendors as service providers for the purpose of the Services stated herein.

NON COMPETE

For the duration of this Agreement and for a period of two (02) years after the Services are completed, the Service Provider shall not employ and/or solicit the employment of any of KE employees/personnel directly and/or indirectly or through third party or sister concern of KE who were involved under this Agreement without the prior written consent of the KE.

SEVERANCE

If any provision of this Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall then attempt to negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision or a new provision to substitute/replace the invalid or unenforceable one.

LANGUAGE

English is the language in which this Agreement is written and shall be the language to be used in all documents and correspondence related to the execution of this Agreement.

In case of any discrepancy between the English version and any translation thereof, the English text shall govern.

STATUS OF BOTH PARTIES

The relationship between KE and the Service Provider is intended to be, and shall be, that of independent service provider. The Service Provider and/or the Service Provider Personnel shall not be or be deemed/regarded or portray to be employees, agents, representatives, partners of KE.

It is expressly agreed between the Parties that KE shall have no liability towards the Service Provider for any payment made to Service Provider Personnel if the Service Provider is required to make any payment whatsoever under any legislation, including but not limited to payments required to be made to 'Social Security Institution', 'Employees Old-Age Benefit Institution', payments in the nature of wages, bonuses, benefits, overtime, etc. required to be made to or in respect of the Service Provider's employees and other Service Provider Personnel. It is expressly agreed and clarified that any payments which stem from an employer employee relationship including inter alia, payments for 'Social Security Institution', 'Employees Old-Age Benefit Institution', "Education CESS", payments in the nature of wages, bonuses, benefits, overtime, treatment cost in case of onsite accidents and any type of worker's compensation etc. are the sole responsibility/liability of the Service Provider being the employer.

For avoidance of doubt, Service Provide shall further be contractually obligated for the following:

- Service Provider shall as a prerequisite condition submit the registration certificates with the relevant authorities especially EOBI and Social Security Institution at the time of execution of this Agreement, proof of which shall be provided to KE;
- Service Provider shall submit before KE the copy of paid challans on monthly/quarterly basis during the validity of this Agreement as a proof of payment to the relevant authorities;
- In case any authority including but not limited to 'Social Security Institution' and/or 'Employees Old-Age Benefit Institution', etc. approaches KE for the defaulted payment or any outstanding obligations payable by Service Provider as mentioned under this clause, KE shall be entitled to withhold such defaulted amount from the Service Provider's Service Fee till such time the Service Provider provides a No Objection / Dues Clearance Certificate from the relevant authority/agency, failing which KE shall have the right to make such defaulted payment to the relevant authority/agency directly and deduct the same from any payments due under this Agreement;
- Any payments under this Agreement and/or any new Purchase Order (PO) shall be subject to the submission of copies of paid challans to KE;
- KE shall be entitled to verify the authenticity of the registration certificates from the relevant authorities;
- KE shall be entitled to verify the authenticity of the paid challans from the concerned authorities;
- KE shall be entitled to verify from the authorities regarding the Service Provider contributions / payments to the relevant authorities;

- KE shall be entitled to reconfirm from the authority's number of employees registered with the authorities.
- KE shall be entitled to conduct a due diligence activity on quarterly basis during the term of the agreement;
- KE shall be entitled to conduct an Integrity Due Diligence (IDD) activity ensuring if Service Provider is not involved in child labor or unfair labor practices or charged for corruption etc.;

Either of the Parties or their employees or agents or representatives shall not act or attempt to act, or represent itself, directly or by implication, as agent, joint venture, partner or representative of the other Party, or in any manner assume or attempt to assume or create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of the other Party.

WAIVER AND CUMULATIVE RIGHTS AND REMEDIES

A waiver of any right or remedy under this Agreement shall only be effective if it is in writing and any such waiver shall (unless the terms of the waiver expressly state otherwise) apply only to the Party to whom the waiver is addressed and the specific circumstances for which it is given.

The failure by a Party to exercise any right or remedy permitted or authorized under this Agreement, or by operation of law, or any delay by a Party in so doing, shall not operate as a waiver by the Party of such right or remedy, or other rights or remedies. No single or partial exercise of any right or remedy by a Party will prejudice or restrict the further exercise or enforcement by that Party of any such right or remedy.

Except where this Agreement provides otherwise the rights and remedies contained in this Agreement are in addition to, and not exclusive of, rights or remedies provided by law.

MODIFICATION OF AGREEMENT

No addition or modification or variation of this Agreement shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

KE may, at its sole discretion and upon giving thirty (30) days prior written notice to the Service Provider, either modify, reduce or enhance the scope of services under this Agreement. Such modification, enhancement or reduction in the scope of services shall be affected only by executing an amendment to this Agreement, which shall thereafter be deemed to form an integral part of this agreement.

KE may vary the Services to be provided under this Agreement without assigning any reason thereto. The Parties shall, upon consultation with each other, determine any reasonable enhancement/reduction in the Service Fees (if any) that may reasonably be required in light of any such variation in the Services. Notwithstanding the foregoing, detailing of and/ or refining the scope of services under this Agreement shall not be deemed a variation of the scope of service and no adjustment in the Service Fees shall be permissible for any detailing/refinement that KE required.

ENTIRE AGREEMENT

This Agreement sets forth and shall constitute the entire agreement to the exclusion of the Non-Disclosure Agreement executed between the Parties between KE and the Service Provider with respect to the subject matter hereof, and all Schedules shall form an integral part of this Agreement. This Agreement shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter, whether oral or written, including the course of negotiations.

There are no representations, undertakings or contracts of any kind between the Parties hereto in respect of the subject matter hereof save and except those contained herein.

[End of document – execution page to follow]

IN WITNESS WHEREOF, the Parties above named have executed this Agreement on the day, month and year first written in the presence of the following witnesses.

AND ON BEHALF OF

CTRIC LIMITED

FOR AND ON BEHALF OF

Service Provider Name

Signature

Signature

Name

Designation

Designation

in the presence of the following witnesses:

ure

Signature

Name

No.

CNIC No.

SCHEDULE A

SERVICES

Provider shall provide call center services to KE in accordance with the following terms (Call Centre /Services):

COPE OF SERVICES

Handling inbound voice calls from customers of KE generated from any geographical location of KE's distribution license territory, 24 hours a day, 7 days a week, throughout the year.

A segment of calls which refers to corporate, STAR, non-STAR, Defaulter shall be routed to Service Provider for handling accordingly.

A certain percentage of calls shall be routed to the Service Provider based on agreed formula.

a) Inbound calls

An indicative (not exhaustive) list of functions to be covered under inbound calls, is given below:

S. No.	Category	Description
a.	General queries related to products / offers / campaigns and customer account.	An indicative list of products on which general or account related queries are expected to be received, is: Technical queries Billing queries New connections queries Any other new promotions/campaigns
b.	Service Requests	Time of use conversion/time drift correction Dues clearance certificate Late payment surcharge Rate slab benefit
c.	Complaints	Complaints may be expected of billing/technical etc. customer care representative (CR) should be able to handle/resolve KE customer complaints upfront,

		<p>where possible, as per guidelines shared in writing by KE from time to time.</p> <p>All complaints / feedback / suggestions from customers of KE would need to be registered on customer relationship management (CRM).</p>
D	Call influx	<p>Maximum call volume in 15 minutes: 3000</p> <p>Maximum call volume in one hour: 20,000</p> <p>Maximum call volume in one day: 150 K</p>

Service Provider will render Call Centre Service(s) in both Urdu and English. Apart from this, the Service Provider shall also provide such services in regional languages, including Sindhi, Pashto etc. if required by KE.

Sufficient seating capacity shall be provided by the Service Provider at its Call Centre/premises located at, 6th floor, Lakson Square building, Saddar (the Primary Site) ensuring proper working conditions for Service Provider Personnel providing Services under this Agreement and handling inbound/outbound calls in accordance with the applicable laws. Certain proportion of inbound calls and outbound campaigns will be allocated to Service Provider depending upon agreed AHT (Average Handle Time) which is set at 145 seconds.

State of the art telephony solution shall be used by the Service Provider, open source (Internet) telephony solution shall not to be used for provision of Services under this Agreement.

Service Provider shall use dedicated professionals having relevant experience/expertise as Services Provider Personnel to render Services under this Agreement..

It shall be the responsibility of the Service Provider to ensure that it possess necessary skills, expertise, manpower, infrastructure, licenses, approvals etc. necessarily required for providing quality Services under this Agreement and also if required for any third-party patents, trademark, copyrights, and intellectual property rights.

For the purpose of continuity of business in case of a disaster and/or accident, of any kind whatsoever and/or any other event of like implications, which may hinder the Call Centre Service(s), Service Provider should have a backup available to be arranged for alternate/ secondary sites (disaster recovery sites) to ensure continuity of Services. Penalty in accordance with Clause 8 of this Agreement will be imposed on the Service Provider in the event of non-availability of such alternate/secondary sites instantly thereby causing and/or leading to any delays or gaps in the provision of Services, when required.

Outbound Calls

Outbound calls to customers of KE through predictive dialers will be required for the following purposes:

S. No.	Category	Description
a.	Recovery campaigns.	Payment reminders and follow up calls to customers based on the payment history
b.	Customer profiling	Customer communication data that is captured through different touch points is validated through outbound calls before registering in KE database
c.	Customer feedback and surveys	Customer feedback is obtained through outbound calls for the services they have received from any customer touch point in KE

MODEL OF CALL CENTRE

Scalability

Service Provider shall at all times have the capability to manage the agreed call volumes set at up to 25,000 in case of any surges faced by Call Centre .

The initially agreed number of seats at the Primary Site utilized for the provision of Services under this Agreement shall be upto eighty (80) seats during peak period (April-September & minimum ten (10) seats during off-peak period (October-March) in a stretch of continuous 8 hours Services a day in accordance with law. KE may at its sole discretion require Services provider to reduce the quantum of Services being provided by the Service Provider and such actual quantum of services shall be accounted for the purpose of raising monthly invoice under Clause 4 of this Agreement. Notice in writing, for reduction in quantum of Services will be given thirty (30) days in advance.

The Service Provider shall share the methodology used to size the Service Provider Personnel on its premises in order to provide smooth Services at all times.

The Service Provider must ensure proper tools used for scheduling and to forecast the number of Service Provider Personnel required to handle spikes in call volume on urgent basis as and when required in order to ensure uninterrupted and quality Services to KE at all times.

KE will share the weekly and monthly forecasts for the inbound /outbound calls. If at any point of time, for any reason, the calls exceed the given forecast, the same shall be revised and the Service Provider shall adjust the availability of Service Provider Personnel and resources, accordingly in order to provide smooth Services at all times.

The premises (Call Centre) and other infrastructure facilities used by the Service Provider at all locations including DR (Disaster Recovery) sites used for Call Centre Service(s) shall be state of the art and shall have the capacity for quick scalability to higher volume of calls as per requirements of KE. Service Provider must ensure necessary arrangements are in place in order to provide smooth Services at all times, especially in order to cater to any sudden surges in call volumes.

Call Centre Infrastructure/Facilities

The Service Provider shall ensure good quality physical facilities such as premises, furniture, hardware, software, telecom infrastructure and arrangement for proper connectivity to KE data sources/ (customer relationship management (CRM)) portal for smooth operations of its Call Centre . The Service Provider shall ensure the complete infrastructure, as indicated herein below, except the leased lines, toll free lines, telecom infrastructure, CRM and session initiation protocol (SIP) trunk. Further, the maintenance of equipment, subscriptions to software/application licenses, antivirus, technical support for infrastructure will also be the sole responsibility of the Service Provider. Call Centre **infrastructure should have an active- active DR (Disaster Recovery) site (secondary site of service provider) in case of primary site failure.**

To ensure provision of uninterrupted and quality Services under this Agreement, the Service Provider shall use state of the art infrastructure for the daily functioning of its Call Centre including:

a) Premises, Furniture and Amenities:

Service Provider shall ensure to use premises for its Call Centre which are duly equipped with power, lighting, network connectivity, security systems etc. Service Provider shall also ensure adequate seating for Service Provider Personnel at Call Centre along with provisions for proper lighting, air conditioning etc. to ensure sufficient comfort level is provided to people working at its Call Centre in line with industry standards particularly with regards to safety. Adequate training facilities shall also be used by the Service Provider including availability of proper rooms with whiteboards, projectors, computers and other appliances. CCTV cameras shall also be installed at Call Centre to ensure quality services by the Service Provider. KE team shall have the right to visit the Service Provider offices/ Call Centre from time to time to view any specific footage.

b) Hardware, Software, Telecom facilities:

Service Provider shall ensure all the equipment used for call handling are adequately repaired and replaced (if needed) without any additional cost to KE. In addition, Service Provider shall also ensure usage of proper hardware and software facilities required for smooth operations of a Call Centre and provision of Services under this Agreement , which shall include, but shall not be limited to:

- smart interactive voice (SIV) response, virtual recording (VR), computer telephony integration (CTI), Call Centre average call distributor (ACD), proactive dialer for outbound calls, Call Centre telephony system with advance queue management(AQM) and real time dashboards based on widgets and spill over services.
- KE customer segment-wise queue configuration with queue management for spill over/queue jump of calls during high call influx.
- Real time access to reporting with KE.
- Complete hardware and software for Service Provider Personnel acting as customer care representatives (CCRs)
- Other basic infrastructure such as cabling, firewalls for security, WAN links, power and UPS etc.
- Service Provider shall not sublet any operational activities related to Call Centre Service(s) being provided to K.E under this Agreement.

The above list is not exhaustive, the Service Provider shall remain responsible to use complete infrastructure necessary to ensure the continuity of smooth Services at all times.

Service Provider shall completely own the infrastructure necessary to ensure the continuity of smooth Services at all times under this Agreement, without any capital or operational cost implications for KE except Service Fee under this Agreement in accordance with Clause 4 and Schedule B of this Agreement.

The technical quality and standards of all the hardware and software shall be finalized in consultation with KE to ensure that the same meets industrial standards.

Details of the above are also mentioned in Clause 5 (Technical Specifications) of this Schedule.

KE shall be responsible to provide backend IP telephony infrastructure and related customer services applications (CRM) as per specification mentioned in Clause 5 'Technical Specifications' of this Schedule except end-user equipment, Call Centre equipment, network links, LAN switches and power/ups infrastructure etc.

a) Customer Care Services shall include:

1. good communication skills, both written and verbal.
2. proficient in both English and Urdu languages and with speech without any accent.
3. basic knowledge of operating computers.
4. positive attitude with a flair to go the extra mile for customer facilitation without compromising/deviating from the defined processes and timelines.

Training

Service Provider shall ensure a state-of-the-art training facility is used for conducting regular training sessions for existing and new Service Provider Personnel in relation to Services being provided to KE in order to meet and ensure conformity with the industry standards at all times during the validity of this Agreement.. Service Provider shall ensure that training sessions are conducted by qualified professionals, who shall conduct all kinds of trainings to the its personnel handling inbound calls of KE.

KE shall provide necessary information and support for the purposes of trainings including but not limited to information regarding applications to be used, KE products/campaigns and end-to-end processes to the Service Provider. In case of any change in the already launched products / processes of KE the Service Provider will be informed, and provided with necessary information and support in relation thereto.

In case of a launch of new product / processes, KE will shall the relevant information with the Service Provider and provide any required support to ensure quality of the Services beings provide under this Agreement is maintained in line with new products/processers and industry standards.

To ensure provision of quality Services, the Service Provider shall ensure capsule training programs for different products and also prepare a quarterly calendar to provide trainings to the Service Provider Personnel providing services under this Agreement, such trainings w cover the following:

- c) Communication and soft skills
- d) Systems & portals
- e) The products and services of KE
- f) The behavioral and cultural expectations of KE from a professional customer care representatives.

KE shall have the right to monitor the training programs (pertaining to service and products) conducted by the Service Provider's trainers, by attending their trainings to gauge the quality and content of such trainings.

Service Provider shall ensure provision of quality and smooth Services by conducting regular training need analysis for the Service Provider Personnel providing Services under this Agreement and shall conduct their trainings on need basis.

Quality Assurance

To ensure provision of quality Service, the Service Provider shall follow pre-defined specification of handling a call and the score in relation to call evaluation shall be reflective of adherence to internal quality standards as shall be communicated by KE to the Service Provider in writing. Service Provider shall ensure conformity of its internal quality audit mechanism with KE guidelines. In the event, any calls of the consumers are being recorded by the Service Provider for the purposes of quality audits, same shall be carried out in accordance with applicable laws and the respective consumers shall be duly informed of such recordings.

To ensure the quality of Services being provided under this Agreement is in line with the industry standards, the Service Provider will provide direct access of live calls or historical call data to KE for audit and calibration purposes, in accordance with applicable laws.

To ensure the quality of Services being provided under this Agreement is in line with the industry standards, the Service Provider shall be conduct mystery calling and share the feedback for the same with KE.

KE reserves the right to recheck the evaluations made by the Service Provider audit team on as and when required basis, to ensure the provision of quality and smooth Services under this Agreement.

Service Provider shall ensure achievement and maintenance of the Key Performance Indicators (KPIs) as provided in Schedule C for quality evaluations.

KE reserves the right to check the quality of Services being provided under this Agreement by conducting random spot checks of the service quality through mystery calls and/or evaluation of recorded calls. The spot checks may be conducted by KE itself or through any third-party vendor. Quality performance report of Service Provider Call Centre will be prepared based on evaluations conducted by KE.

To ensure the quality of Services being provided under this Agreement is in line with the industry standards, the Service Provider shall only use competent and professional Service Provider Personnel to render Services under this Agreement, any Service Provider Personnel providing Services under this Agreement, if he/she is found incompetent to deal with customers.

To ensure the quality of Services being provided under this Agreement is in line with the industry standards, the Service Provider shall maintain and further improve customer satisfaction scores identified through instant customer endorsement (ICE) methodology.

Working Environment

- The Service Provider shall ensure to use a clean, no smoking and pleasant working area, to ensure provision of smooth and quality Services under this Agreement.
- To ensure provision of smooth and quality Services under this Agreement, the Service Provider shall ensure the working environment (space, facilities, equipment, training rooms, cafeteria etc.) used for providing Service(s) under this Agreement is conducive for work and in accordance with applicable laws.
- To ensure provision of smooth and quality Services under this Agreement, the Service Provider shall ensure that the Service Provider Personnel rendering Call Centre Service(s) shall not work/handle calls for more than eight (08) hours a day and over six (06) days a week, in accordance with applicable laws.
- The Service Provider shall ensure at all times that all applicable laws are complied with including but not limited to labour laws with respect to the Service Provider Personnel and further the Service Provider shall be solely responsible for any liabilities that may arise in relation thereto.
- To ensure provision of smooth and quality Services under this Agreement, the Service Provider shall use and maintain a working environment that is safe and without risk to health. This includes equipment (such as headsets and computer screens) and safe systems of work and noise level to ensure minimum background noise.
- To ensure provision of smooth and quality Services under this Agreement Service Provider shall also use adequate facilities at its premises (such as clean toilets, clean drinking water, hygienic eating areas and first-aid supplies). Service Provider shall also ensure that all applicable safety and health laws are complied with and best industrial practices are employed in relation thereto.
- To ensure provision of smooth and quality Services under this Agreement Service Provider shall ensure, the facility being used by the Service Provider for provision of Services under this Agreement shall have all the necessary arrangements (such as emergency exits / fire extinguisher etc.) to deal with any unforeseen / emergency situation (hazard).

Reports

To ensure maintenance of smooth and quality Services under this Agreement, the Service Provider shall share all performance reports (including quality of the calls attended by Service Provider Personnel providing Call Centre Service(s) which includes the average handling time, hold time and the productivity of the Service Provider Personnel providing Call Centre Service(s) under this Agreement which includes but is not restricted to the number of calls answered) with KE on a predefined frequency. The performance reports to be shared by the Service Provider shall include but not be limited to the following:

- a) Daily Service Provider Personnel providing Call Centre Service(s) Activity Report (includes login count, login timings, number of calls, average handle time, etc.)
- b) Daily Call Analysis Report
- c) Customer Segmentation report
- d) IVR Analysis
- e) Call Centre Quality Report as evaluated by Vendor
- f) Fatal Errors Report
- g) Attrition Report
- h) Shrinkage report
- i) Unplanned System Downtime Report

To ensure maintenance of smooth and quality Services under this Agreement KE reserves the right require additional reports from the Service Provider which will be notified to the Service Provider in writing.

Transition Management

The Call Centre Service(s) shall be made operational by the Service Provider by April 01, 2021.

To ensure provision of smooth, uninterrupted and quality Services under this Agreement The Service Provider shall submit a write up on transition management giving details of:

- a) Proposed transition schedule with necessary details including lead time required for go live.
- b) Methodology proposed for transition.
- c) Experience and qualifications of the people handling the transition.
- d) Resource requirement.
- e) Identification of external dependencies, if any, for transition with categorization as “Critical”, “Severe” and “Manageable”.
- f) Assumptions and commercial dependencies

Technical Specifications

To ensure maintenance of smooth and quality Services under this Agreement, the Service Provider shall use desk equipment specifications/interface related requirements, connectivity details in accordance with details provided below:

KE shall provide Media Links:

Arrangement of connectivity to media links between Service Provider and KE will be provided by KE.

Service Provider shall use:

Service Provider Personnel Desk Hardware

1. Regular desktop with below specifications:
 - Core i5
 - 8GB RAM
 - 1TB HDD
2. Dual Ethernet interface
3. Accessories including LCD, Keyboard, mouse

Wall Boards

1. KE screens 40inch per 40 agent display (dashboard)
2. Regular desktop with below specifications:
 - Core i5
 - 8GB RAM
 - 1TB HDD
3. Dual ethernet interface

4. Accessories including LCD, Keyboard, mouse

Power/UPS

1. Primary & redundant UPS power to ensure 100 % up time
2. Generator

Local Area Network

1. Separate VLAN for data & voice
2. Redundancy at access and core level to be ensured.
3. WAN Connectivity: Layer 3, P2P connectivity (Media Fiber) via firewall / IPS
4. Floor switch for Service Provider Personnel desktops: Manageable, POE, QOS supported, Layer 3
5. Dual power supply shall be used for all network devices.
6. 1+1 Redundant Data bandwidth with KE Primary Site. For smooth end user experience 50% extended buffer shall be used to entertain momentary or prolonged spikes in call volume.
7. 1+1 Redundant Voiceover IP (VoIP) bandwidth with KE Primary Site Network one-way delay between KE site and Call Centre should be less than 10ms. For smooth end user experience 50% extended buffer shall be available to entertain momentary or prolonged spikes.
8. end to end secured data and voice channel connectivity to be ensured for Service Provider Personnel providing Services under this Agreement remotely.
9. Service Provider shall ensure that there are no connectivity losses or packet drops for smooth Call Centre operations.
10. Service Provider network configuration must ensure separate VLANs for both data and voice as per best practices.
11. Configuration of secure IP Security (IPSEC) between KE and Service Provider .

Security

1. Computation resources, Network Devices/connectivity, Information Assets, IT Services, Web Portals and Operating Systems shall be the property of Service Provider and are to be used for business purpose in serving the interests of KE and its customers in relation to provision of all Call Centre Service(s) .
2. Service Provider compliance with Center of Internet Security (CIS) benchmark shall be provided by the Service Provider to KE

Commercial Terms

Per seat rates for the Service Provider shall be Rupees Fifty-Two Thousand (60,000 /-) (peak) and Rupees Sixty Thousand (65,000/-) (off peak) Sixty Five Thousand.

Peak season for KE starts from the month of April -September of a year and off peak season starts from the month of October till March of a year.

All associated costs are included in the per seat cost and the Service Provider will not charge any amount/fees above the agreed cost to KE.

Subject to Clause 31 of this Agreement, prices for seat cost are locked for the term of this Agreement and shall not be increased.

Agreed number of seats are as follows (Monthly count may vary however yearly count will remain same):

ak & Off Peak	Month	Seats Count		
		Min	Mid	Max
Peak	Apr-23	30	40	50
Peak	May-23	65	75	80
Peak	Jun-23	65	80	100
Peak	Jul-23	70	85	100
Peak	Aug-23	70	85	100
Peak	Sep-23	70	85	100
Peak	Oct-23	30	30	30
Off Peak	Nov-23	20	20	20
Off Peak	Dec-23	20	20	20
Off Peak	Jan-24	20	20	20
Off Peak	Feb-24	20	20	20
Off Peak	Mar-24	20	20	20

SCHEDULE B

PAYMENT SCHEDULE

Payment shall be made on a monthly basis upon submission of Service Provider monthly invoice and shall be paid by KE within thirty (30) days from receipt of Service Provider monthly invoice subject to verification of its contents and details in accordance with this Agreement.

The monthly invoice and its payment will vary on a month to month basis based on the actual Services provided in that month.

SCHEDULE C

KEY PERFORMANCE INDICATORS (KPI)

Service Levels

Service Provider will have to adhere the targets and KPIs as agreed with KE. These parameters are given below:

Achievement Slab	< 90%	>=90% < 95%	>=95% < 100%
Penalty	10% of Monthly Invoice	6% of Monthly Invoice	3% of Monthly Invoice

** Routing of calls will be decided as per forecasting shared by KE

Penalty: Achievement slab indicates achievement of each KPI separately, i.e. in case the Service Provider fails to achieve 100% of any KPI, Service Provider will be penalized as per the above table.

Performance KPIs will be based on following parameters:

Abbreviation	Detail	Abbreviation	Details
SL	Queue service levels + Thresholds.	OL	Occupancy levels.
AB	Abandoned calls ratio	CAR	Call attempt ratio (OB)
AHT	Average call handling time.	FCR	First call resolution.
QA	Quality audit scores & QA index	ASA	Avg. Speed of answering.
ICE	Instant Customer satisfaction scores.	SCR	Short Call ratio
CCR	Call Connectivity Ratio (OB)	TSL	Task Service Levels

Skill Group - Inbound	Service Level	AHT (sec)	AB	QA Score	NPS	ICE	FCR	OL
Corporate and Star Customers	85%	145	10%	85%	—	>90%	90%	80%
NON Star and Defaulters	85%	145	10%	85%	—	>90%	90%	80%

Overall IT equipment uptime should be minimum 99.99%. Any downtime increasing the given threshold will be subject to penalty as per the penalties provided in Clause 1.1 of this Schedule.

Redundant network connectivity between Service Provider data centers and KE premises (with multiple service providers) and its maintenance and uptime shall be KE responsibility

To ensure maintenance of smooth and quality Services under this Agreement Service Provider shall ensure proactive monitoring by using network monitoring system, logging implemented for performance monitoring and reporting of network and escalate to the concern person/KE in case of any issue of the link.

The uptime of network connectivity shall be more than or equals to 99.99%, link latency shall be less than 5 milliseconds with 0% ping loss.

Mode of connectivity shall be a secured site to site

All network and infrastructure equipment shall be in principal's support with latest operating software and patch updates.

Failing to maintain the above mentioned uptime by Service Provider, including Network (LAN & WAN) , Service Provider Personnel desk equipment to ensure maintenance of smooth and quality Services under this Agreement, shall be penalized with a rate of:

Uptime Target	2% Penalty	5% Penalty
99.99%	<99.99 to 99.94%	<99.94%

NOTE: Notwithstanding anything in this Agreement, in no event shall Service Provider's maximum exposure or liability for non-compliance with the criteria set forth in this Annexure, exceed five percent (05%) of total invoiced amounts for any given calendar month. All imposed penalties/damages shall be deducted monthly invoice.

To ensure maintenance of smooth and quality Services under this Agreement, the overall IT equipment uptime shall be minimum 99.99%. Any downtime increasing the given threshold will be subject to penalty in accordance with Clause 1.1 of this Schedule

All KPIs are subject to review/change at KE's sole's discretion and shall be communicated to the Service Provider in advance in writing.

Service Provider's failure to perform the Services in accordance with the Performance KPI(s)/ deliverables shall entitle KE to terminate this Agreement without any notice period.

KE reserves the right to audit and inspect the Service Providers' records and processes associated with the Service Provider's performance within the scope of this Agreement to ensure provision of smooth and quality Services under this Agreement

The Service Provider shall remedy any discrepancies / nonconformance identified during the audit within a mutually agreed timeframe. Failure by the Service Provider to agree to make or institute changes to resolve such discrepancy identified shall be deemed a breach of this Agreement.

Service Provider shall be required to put in place necessary security and all possible safeguards to maintain necessary confidentiality of data (including call recordings) and/or information received in any form from KE. The Service Provider shall be required to submit the details of all safeguards in place at its facility before commencement of the proposed activity. The Service Provider shall abide by KE Information Security Policy (attached herewith as Schedule G for provision of Services under this Agreement. The Service Provider shall be liable for any violation of the KE IT & IS policy, standards and procedures.

To ensure maintenance of smooth and quality Services under this Agreement, formal monthly performance reviews would be scheduled between the Service Provider and KE. The Service Provider shall present the performance of previous month with detailed root cause analysis and suggested action plans for improvement. KE will communicate the schedule of reviews at least 7 days in advance for due readiness.

KPIs and Targets:

KPIs	Target
Service Level of all Queues Threshold Time: 60 Seconds	85%
Quality	85%
ICE score	90%
Average Handle Time (AHT)	160 Secs
Abandoned Rate	Less than 10%
Mystery Shopping	80%
Contingency management and handling	100%
Ensuring Lesser downtimes	100%

RULE F - SUPPLIERS CODE OF CONDUCT

RULE G - KE POLICIES