

PROCUREMENT OF SERVICES AGREEMENT

This Agreement is made at Lahore on this _____ day of _____, 2020 by and between:

Total Parco Pakistan Limited, a company incorporated under the laws of Pakistan having its Head Office at 10-Tariq Block, New Garden Town, Lahore (hereinafter called "**TPPL**", which expression shall be deemed to include its successors-in-interest and assigns) of the First Part;

AND

Perfect IT Solutions, a partnership concern, having its place of business at Office No 37, 2nd Floor, Al-Latif Centre, Gulberg 3, Lahore Pakistan (hereinafter referred to as the "**Contractor**", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns) of the Second Part;

1. DEFINITIONS

"The Contract" means this contract entered between TPPL and the Contractor, including all attachments and appendices thereto and all documents imported by reference therein.

"The Company" means TOTAL PARCO Pakistan Limited (TPPL)

"Goods" means all of the equipment, machinery, software, maintenance and/or other materials that the Contractor is required to supply to TPPL under the Contract.

"Services" means all the services related to supply of equipment and software, maintenance, consultancy, or any such services rendered to TPPL under the Contract

"Contract Price" means the price payable by TPPL to the Contractor under the Contract for the full and proper performance of its contractual obligations.

"Parties" means both TPPL and Contractor.

"Party" means either TPPL or Contractor.

"Health, Safety and Environment" or "HSE" means the laws and regulations of Pakistan and /or policies and rules of TPPL on protection of health, safety and environment.

"Rs. or Rupees or PKR" means the lawful currency of Pakistan.

"Sub-Contractor": any subcontractor or supplier appointed by the Contractor to perform a portion of the Goods and Works/ Services, subject to the approval given by TPPL in this behalf.

2. CONTRACT PERIOD

This Contract shall commence on 01.01.2020 and shall remain valid for **One Year** unless terminated by either party by giving the other one (1) month notice in writing, or unless otherwise terminated in accordance with the terms of this Contract.

4. BASIS OF CONTRACT

This Contract constitutes an offer by the Company to procure the required services as per agreed specification referred to as “**Services**” which when accepted by the Contractor by putting its signatures thereupon shall constitute a **Contract** for the supply of the Services in accordance with described terms. The Company shall not be bound by any form, order or document other than this Contract. This Contract shall automatically incorporate these terms to the exclusion of all other statements, terms and conditions no matter how or when brought to the attention of the Company. No variation of the Contract or these terms shall be valid unless in writing and signed by a duly authorized representative of the Company.

5. SCOPE OF WORK

- 5.1) The Contractor agrees to supply the Services in accordance with the provisions of this Agreement as detailed in **Schedule A**.
- 5.2) The Contractor agrees that the Services shall be provided in accordance with the highest industry standards up-to entire satisfaction of the Company.
- 5.3) In case of any variance between the provisions of this Agreement with attachments and Schedule-A (Scope of Services), the provisions of this Agreement shall prevail.

6. PERFORMANCE OF THE GOODS AND WORKS/ SERVICES

- 6.1) The Contractor is bound by an obligation to obtain a specific result in respect of and guarantee the following:
 - 6.1.1 The Conformity of the Works/ Services.
 - 6.1.2 Compliance with completion dates and deadlines for performance.
- 6.2) The Contractor shall put in place any necessary internal organizational measures, under its sole responsibility, required to perform the supply of Works/ Services.

7. CONTRACT PRICE

The Company agrees to make payment of the consideration noted in **Schedule B** (in accordance with the terms noted therein) to the Contractor for providing the Services. The Contract Price is valid for contracted period inclusive of all applicable taxes and expenses. Any escalation in this price will not be considered under any circumstances, (unless otherwise mentioned in this contract) and all payments shall be made subject to withholding taxes and other deductions required to be made by the prevailing laws, which shall be to the account of the Contractor.

8. PENALTY CLAUSE

The Contractor agrees that in case of delay in providing Services on time that is wholly the result of an act or omission of the Contractor, the Contractor shall be liable to pay liquidated damages as Penalty against non-compliance to the Contract terms in accordance with **Schedule C** (which both parties agreed is a reasonable estimate of loss likely to be caused to The Company in case of delay). Provided that the Contractor shall not be liable to pay any liquidated damages to the Company where a delay in the provision of Services is the result, either wholly or partially, of any force majeure or any act or omission by the Company.

9. PROPERTY & RISK PASSING TERMS

Unless otherwise stated in this Contract:-

9.1) If Goods and/or Services are specifically identifiable on manufacture or fabrication for the Company, the ownership shall pass immediately to the Company upon such manufacture or fabrication, (however, such transfer of ownership does not mean that the Contractor is not liable to take care of all such Goods and/or services in avoiding any damage or loss to the same due to any controlled or beyond controlled reasons) or if Goods are not specifically identifiable on manufacture, ownership shall pass to the Company upon installation, completion or delivery. The Contractor shall keep such Goods separate from any other goods in its possession and shall earmark the same as being the property of the Company.

9.2) The Contractor is liable to take care of such identifiable Goods and/or Services and will remain responsible for any loss to the same due to any reason under his custody during the manufacture/ fabrication or installation process i.e. theft, robbery, force majeure, riots etc.

10. DUTY OF CONTRACTOR

10.1) Prior to commencing the performance of Works/ Services, the Contractor shall carry out a careful examination of the information provided by or on behalf of the Company for the performance of Works/ Services, such as but not limited to any plans and specifications. The Contractor shall request from the Company any documents or information, which is lacking.

10.2) Contractor to abide by all the applicable HSE standards and requirements of TPPL while mobilizing, working and de-mobilizing from the work site. This may include all the necessary documentation required for executing work at the terminal. TPPL reserves the right to audit contractor's work to check compliance with company's established protocols on regular basis. Any unsafe act/ omission observed will be dealt with seriously and may result in work stoppage/ termination of contract.

11. WARRANTIES

11.1 Scope and Duration

11.1.1) The Contractor warrants the conformity of the Works/ Services with the instructions of the Company.

11.1.2) The Company may identify non-conformity of the Works/ Services within seven (7) calendar days after delivery of the Works / Services by the Contractor. In the event the Contractor fails to remedy any non-conformity, the Company may within seven (7) calendar days after written notice to the Contractor, perform any remedial action itself or arrange for the same to be performed by a third party, at the Contractor's expenses and risks..

11.1.3) In addition to the above, the Contractor shall remain bound by all applicable statutory warranties.

12. QUALITY AND WORK AUDIT

12.1 Audits and/or quality controls

The Contractor represents that it has a quality management system in place. TPPL reserves the right to audit the contractor work at site as and when needed based on its own risk assessment, timelines and needs. Such audits and/or quality controls shall not in any way lessen the Contractor's responsibility, in particular with regard to the extent of its own controls, and shall not affect the Company's right to refuse Acceptance of all or any portion of the Goods Works/ Services. The Contractor shall provide to the Company all assistance necessary for carrying out such audits and/or quality controls.

13. INDEMNITY

Contractor shall indemnify the Company on demand against all liabilities, losses, damages, claims and expenses (including legal expenses) arising or suffered or incurred by the Company In respect of: (a) any breach of clause 17 of this Contract; (b) any infringement of any third party's intellectual property rights by reason of the Works / Services provided by the Contractor to the Company under this Contract . As a condition of this indemnity, the Company shall be required to:

- (a) Notify the Contractor promptly in writing of any allegation of infringement;
- (b) Make no admission relating to the infringement;
- (c) Allow the Contractor to conduct all negotiations and proceedings and give the Contractor all reasonable assistance in doing so; and
- (d) Allow the Contractor to modify any such Work / Services or any part thereof, so as to avoid the infringement.

14. HEALTH, SAFETY AND ENVIRONMENT COMPLIANCE

14.1) The Contractor undertakes on its behalf and on behalf of its Subcontractors (if any), to:

14.1.1) Facilitate the coordination of the performance of the Goods and/or Works/ Services with the activities of the Company and those of third parties who are present on the Site; and

14.1.2) prevents the risks of any bodily injury and damage to property during the performance of the Goods and/or Works/ Services.

14.2.) The Contractor shall comply and ensure that its personnel and the personnel of its Subcontractors (if any), comply with the rules in force on the Site with regard to working conditions, health, hygiene, Procurement of Services Agreement with Perfect IT Solutions

safety and environment as well as with the applicable legislation in respect of the same. The Contractor shall:

14.3) Ensure that its personnel and the personnel of its Subcontractors (if any), are qualified to use all fittings, equipments and tools required for the performance of the Goods and/or Works/ Services;

14.3.1) Ensure that no part of the Goods and/or Works/ Services is performed by its personnel or by the personnel of its Subcontractors (if any), under the influence of alcohol, drugs or any other illegal substance;

14.3.2) Cease, immediately and at its own expenses, any situation or activity under its control, which is dangerous or harmful to anyone's health, is unhygienic or poses a safety threat to the environment.

14.4) In the event of non-compliance with any foregoing obligation, The Company:

14.4.1) May take or cause to be taken immediately and without notice, at the Contractor's expenses, all measures which it deems appropriate if in The Company's opinion such measures have not been taken or not implemented promptly enough by the Contractor, and

14.4.2) Reserves the right to deny the Contractor and/or its Subcontractors (if any), access to or continued presence on the Site.

14.5) All consequences arising from the Contractor's non-compliance with any foregoing obligations, including any costs associated with the implementation of the measures taken by The Company in the event of deficiency or negligence on the part of the Contractor and the denial of access or of continued presence on the Site, shall be borne solely by the Contractor.

14.6) In the event of non-performance by the Contractor of any of the obligations set out in this document, The Company shall have the right to terminate the Contract.

15. COMPLAINE WITH LAWS AND PREVENTION OF ILLEGAL & CHILD LABOUR

The Contractor hereby declares that it has signed this Contract after having satisfied all statutory requirements regarding illegal practices of child labour. The Company strongly condemns child labour in its all forms and supports the elimination of any discrimination, forced and bonded labour, minimum working age, and a prohibition on the worst forms of child labour as mentioned in the conventions of International Labour Organisation as amended from time to time. Further the Contractor is bound to respect human rights within their sphere of activities by virtue of international standards, national legislation or voluntary commitments. The Company prohibits discrimination as characterized by unfair and unfavourable treatment of certain individuals, because of their sex, age, religion, political views, national extraction or their social origin and the Contractor ensures the compliance of the same. The Company rejects any form of harassment, which is a repeated action of a harmful, cruel, threatening or humiliating nature directed at one individual or group of individuals, and may be moral (bullying) or sexual. This kind of harassment constitutes an infringement of human dignity and of the right to fair and decent working conditions. The Contractor guarantees to the Company, compliance of all applicable Laws with regard to employment of child labour for the purpose of performance of this Contract.

The Contractor shall be solely responsible for the conduct of Staff employed by him for the performance of this Contract. The Contractor shall be responsible to abide by all Government Rules and Regulations such as Labour Laws, Workmen Compensation, Group Insurance etc. and any other rules, enforced by the Federal/Provincial government during the tenure of this Contract and it shall keep and hold TPPL indemnified and harmless at all times against any acts, claims, damages arising during the Contract or any time thereafter, due to the non-compliance of any such Rules & Regulations.

16. ASSIGNMENT / SUBCONTRACTING

16.1 Assignment

16.1.1) The Contractor shall not assign the Contract to any third party, in whole or in part, without the prior written consent of The Company. The Company shall be entitled to assign all or part of the Contract to any legal entity of The Company's group, subject to a prior written notice regarding such assignment being sent to the Contractor.

16.1.2) In the event of a change of Control of the Contractor, the Contractor shall promptly notify the Company thereof. A change of Control is deemed to include any contribution, assignment, merger or Procurement of Services Agreement with Perfect IT Solutions

other operation which modifies the Control, whether directly or indirectly, of the Contractor; Control shall mean the ownership, direct or indirect, of the majority of shares giving voting rights of a company or the right to appoint the majority of the members of the board of directors. Within thirty (30) calendar days following receipt of such notice, the Company shall have the right to terminate the Contract without any compensation on giving a one (1) month Notice Period.

16.1.3) Where the Contract is assigned by the Contractor to a third party, each and every right of the Company arising by virtue of the Contract, including the right to claim damages, shall be enforceable against said third party. The Contractor shall remain jointly and severally liable with the assignee towards the Company for the full performance of the Contract.

16.2 Subcontracting

16.2.1) The Contractor shall not subcontract all of the Goods and/or Works/ Services to a Subcontractor or any third party, such as a supplier of services. Should the Contractor wish to assign a portion of the Goods and/or Works/ Services, it shall:

16.2.1. a) In respect of its Subcontractors/ Suppliers, provide the Company with prior written notice, specifying the type and the origin of the supply and comply with the applicable statutory provisions;

16.2.1.b) In respect of its Subcontractors/ Suppliers, obtain the Company's prior written consent and comply with the applicable statutory provisions. Any request for The Company's consent shall indicate, amongst other things, the type and the extent of the Goods and/or Works/ Services to be subcontracted and the qualifications of the proposed subcontractor. The Contractor shall prohibit its own Subcontractors from subcontracting in turn all or a portion of the Goods and/or Works/ Services entrusted to them by the Contractor, except with the consent of The Company in accordance with the provisions above.

16.2.2) In the event the Contractor fails to comply with the statutory obligations in respect of subcontracting, the Company shall be entitled to immediately suspend any payment due to the Contractor so long as the latter continues to fail to perform such statutory obligations, but without prejudice to the Company's right to terminate the Contract in accordance with the clauses of this Contract.

16.2.3) In any event, any consent given by the Company to the Contractor to use a subcontractor and/or a supplier shall not relieve the Contractor from its contractual obligations in connection with the subcontracted portion of the Goods and/or Works/ Services. The Contractor shall remain solely liable for the proper performance of the whole Goods and/or Works/ Services and the Contractor shall indemnify and hold the Company harmless from and against any and all claims by the Contractor's subcontractors and/or suppliers or by their respective employees.

17. TERMINATION

17.1 Termination due to Non-Conformance of Performance

17.1.1) Without prejudice to any other remedy the Company may have against the Contractor for breach or non-performance of this Contract, the Company has the absolute right to terminate forthwith this Contract upon the happening of any one or more of the following;

17.1.1.a) The Company shall be entitled to terminate the Contract in the event of a breach of an obligation under the Contract by the Contractor but only following the expiry of thirty calendar days (30) written notice sent by a registered letter, courier or an email.

17.1.1.b) The Company shall be entitled to terminate the Contract in the event of breach or failure relating to the conformity or to the condition of the performance of the Works/ Services.

17.1.1.c) The Company shall be entitled to terminate the Contract as of right and without prior written notice: (i) in the event of repeated breaches by the Contractor or (ii) because of the Contractor's breach (es) of one or more rules concerning health, hygiene, the safety and/or the environment, or (iii) in any other circumstance so provided in the Contract.

17.1.1.e) The Contractor commits an act of bankruptcy or becomes insolvent or enters into any arrangements with creditors or goes into liquidation whether compulsory or voluntarily;

- 17.1.1.f) If any interest of the Contractor under this Contract or any property of the Contractor is seized in execution or is attached by or under or pursuant to any Court Order or any other competent authority, obtained by or on behalf of any Creditor of the Contractor;
- 17.1.1.g) The Contractor is prevented by any cause whatsoever or fails to perform its obligations under this Contract;
- 17.1.1.h) The right of a Party to terminate the Contract for non-performance is without prejudice to its rights to claim damages against the other Party.

17.2 Termination at the initiative of the Company

17.2.1) Either Party shall be entitled to terminate the Contract, at any time on giving thirty (30) calendar days' notice by registered letter, courier or an email. In this case and from receipt of such notice, the Contractor shall take all measures necessary to cease as soon as possible the performance of any Works/ Services in progress, and the Company shall take all measures necessary to pay any amounts payable to the Contractor till the effective date of termination.

17.3 Termination in the event of insolvency

Unless contrary to any statutory provision of public policy, either Party shall be entitled to terminate immediately the Contract, as of right and without formal notice, in the event the other Party has a petition for its winding up presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for the appointment of any administrator in respect of such Party's business.

18. CONFIDENTIALITY

18.1) Any information provided by the Company to the Contractor in connection with the performance of the Contract and all specific elements created by the Contractor in connection with the performance of the Works/ Services shall be treated as strictly confidential by the Contractor. All and any information which the Contractor could be aware of in connection with the performance of the Contract, in particular those concerning the Company's organization, activities and results, shall also be treated as strictly confidential by the Contractor. Any such information and/or all specific elements mentioned above shall only be used by the Contractor and by its Subcontractors (if any), for the purposes of the performance of the Contract and in connection with the performance of the Works/ Services, and shall not be disclosed to any third party or to any of the Contractor's personnel not assigned to the performance of the Goods and/or Works/ Services, except to the extent the disclosure is mandatory by virtue of any statutory obligations or by virtue of any court decision.

18.2) The obligation of the confidentiality shall not apply to information provided by the Company which is already in the public domain without breach by the Contractor of the obligations set out in this article and/or which has been lawfully obtained by the Contractor from any third party having the right to disclose such information.

18.3) The Contractor undertakes to comply, and to ensure that its personnel and any Subcontractors comply with this obligation of confidentiality throughout the entire duration of the Contract and for a period of five (5) years following the termination of the Contract for whatever reason.

18.4) The Contractor shall, at the expiry or termination of the Contract, for whatever reason, return to the Company the information provided by the Company and all data obtained by the Contractor, together with all copies thereof which the Contractor may have at its disposal in connection with the performance of the Contract, or shall, upon written request of the Company, destroy the confidential information and data.

19. APPLICABLE LAW

The Contract shall be interpreted in accordance with laws of Islamic Republic of Pakistan.

20. FORCE MAJEURE

If performance by the Company or Contractor of their respective obligations under the Contract is delayed or frustrated by any circumstances beyond its control, that party shall not be deemed to be in breach of the Contract by reason of such delay or failure to perform, but if such circumstances continue for more than 60 days, the other party may, at its discretion, terminate the Contract.

21. MAILING ADDRESSES

As mutually agreed, all correspondence shall be done in the names and addresses as given below through courier service, E-mail or hand delivery. However, in case of change in addresses, each party shall immediately inform the other Party about the new address:

To:

Perfect IT Solutions,

Office No 37, 2nd Floor, Al-Latif Centre, Gulberg 3, Lahore Pakistan

To TPPL:

TOTAL PARCO PAKISTAN LIMITED,

10-TARIQ BLOCK, NEW GARDEN TOWN, LAHORE.

Further to that, official emails / fax will be given equal weight-age.

22. REFERENCE TO THE COMPANY'S TRADEMARKS

The Contractor shall not be entitled to use or make reference to the business names, trademarks or logos of the Company or of the Company's group, without the prior written consent of the Company.

23. PRINCIPLES OF ACTION SET OUT IN THE CODE OF CONDUCT

The Contractor undertakes to acquaint itself and to comply and cause its Subcontractors (if any), to comply with the principles of the Total Group's Code of Conduct, available on Total's website (www.total.com) or on request.

24. ANTI-CORRUPTION PROVISIONS

The Company rejects all forms of bribery and corruption. In particular, the Contractor will not resort to bribery or corruption "in order to obtain or retain business or other improper advantage in the conduct of local or/and international business," in this regard the undertaking is also signed by the Contractor as an acknowledgment as appended in Annex A of this Contract, which shall be read as part and parcel of the Contract.

25. INTERNATIONAL ECONOMIC SANCTIONS

The Parties' performance of this Agreement must comply with any export control, international economic sanctions laws or regulations that apply to them (International Economic Sanctions).

A Party (the Affected Party) shall not be required to perform any obligation if performance would not comply with, or if it would expose the Affected Party to punitive measures under, International Economic Sanctions.

The Affected Party shall as soon as reasonably practicable notify the other Party in writing of its inability to perform. When it has given that notice, the Affected Party may either:

- suspend performance of the affected obligation until the Affected Party can comply with International Economic Sanctions; or
- terminate this Agreement, where suspension would (or is reasonably likely to) exceed six months.

If one Party breaches the undertaking, the other Party may terminate this Agreement without prior notice, without prejudice to other rights it may have.

26. DISPUTE RESOLUTION

27.1) Any and all disputes, controversies or difference which may arise between the Parties, out of or in relation to or in connection with this Contract shall be amicably and promptly settled by mutual consultation. If both Parties cannot find an agreement amongst each other, the same shall be referred to an arbitrator appointed by the parties, whose decision shall be final and conclusive.

The provisions of the Arbitration Act, 1940 shall apply to such arbitration/Dispute Resolution, which shall be held in Lahore. The award under such Arbitration shall be final and binding on the parties and shall be submitted in the Courts of Lahore.

27. FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)

The Contractor undertakes to acquaint itself and to comply and cause its Subcontractors (if any) to comply with the Fundamental Principles of Purchasing (FPP) set out in the Annex entitled "Fundamental Principles of Purchasing".

Signed on behalf of:

Signed on behalf of:

TOTAL PARCO PAKISTAN LIMITED

PERFECT IT SOLUTIONS

Chief Executive Officer / Country Manager

Witnesses (01)

Witnesses (02)

Signature: _____

Signature: _____

Name: _____

Name: _____

Schedule A
Scope of Work

- 1) Action items defined in the Dashboard of Safety Leader Assessment Module. All action items (corrections) defined at the start of Y2020 shall be completed at the earliest (Without any additional cost).
- 2) The Application must be available/online to the TPPL staff / users 24/7 excluding planned outages, maintenance windows and unavoidable events.
- 3) Telephone / Email support: Support Response / Resolution Time shall be entertained by the Contractor according to the severity level of the complaint. If it is critical, it must be answered within 2 – 4 hours max. For the normal queries, the response time of 24-48 hours will be acceptable.
- 4) Contractor must confirm the system health check on monthly basis.
- 5) Contractor must visit the site once in every 30 days.
- 6) Contractor must ensure the restoration of the backup and its integrity at least once a month.
- 7) Contractor must provide a full support for any breakdown in the developed system.
- 8) Contractor must nominates one or two backup technical personnel's from their company who will be readily available for any support mentioned above, in the absence of main Point of Contact.
- 9) Contractor must adhere the Security Guidelines, policies and standards of Total Parco Pakistan Limited.
- 10) Source code of HSE Audit Application will remain available with TPPL at all times.
- 11) Contractor must maintain all Confidential Information of the database and will not at any time use, publish, reproduce or disclose any Confidential Information. In case of any Dispute or issues, Contractor must adhere the agreement.
- 12) All data or other records will be stored in TPPL's premises and will be the property of TPPL.
- 13) Contractor will train the relevant department / TPPL IT staff and handover the Application administrative rights in case of end of agreement.

Schedule B - Contract Price

Maintenance charges hereunder shall be made on a monthly basis @ PKR. **15,000/- (Rupees Fifteen Thousand only)** per month (exclusive of tax) during the term of this Contract as per Clause 7 thereof

SCHEDULE (C)

Penalty Clause:

In the event of the Contractor fails to deliver the required work within the stipulated time solely due to an act or omission of the Contractor, the Contractor shall be liable to pay and TPPL will in that event be entitled to deduct from his bills for work given in this Contract or other works done by him for TPPL or from any amounts due to him by TPPL as per following schedule (subject to a maximum 10% of the Contract Price):

| Delay | - | Formula |
|--------------|---|---|
| 01 - 05 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.00% |
| 06 - 10 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.10% |
| 11 - 15 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.15% |
| 16 - 20 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.20% |
| 21 - 25 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.25% |
| Over 30 days | - | Total No. of Calendar (Delayed) Days x PO Value x 0.30% |

Other than that, if the contractor fails to provide the required services in agreed time frame, TPPL reserve the right to procure the same from any other source, cost of same will be deducted from the Contractor's bills / performance bond.

Provided that a delay in the provision of Services is the result, either wholly or partially, of any force majeure or any act or omission by TPPL, Contractor shall not be liable under this Schedule.

GENERAL PRINCIPLES

CONTRACTOR shall act as an independent contractor and neither CONTRACTOR nor any of its SUBCONTRACTORS if permitted nor their personnel shall be deemed for any purpose to be the employee, agent, servant or representative of TPPL in performing the [WORK, SERVICES] described herein.

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the CONTRACT and any other anti-corruption laws otherwise applicable to the PARTIES or their ultimate parent company,

1 - CONTRACTOR, in respect of the CONTRACT and the matters that are the subject of the CONTRACT, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any PUBLIC OFFICIAL, where such payment, gift, promise or advantage would be for purposes of:

(i) Influencing any act or decision of such PUBLIC OFFICIAL;

(ii) Inducing such PUBLIC OFFICIAL to do or omit to do any act in violation of his or her lawful duties;

(iii) Securing any improper advantage; or

(iv) Inducing such PUBLIC OFFICIAL to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2 - CONTRACTOR, in respect of the CONTRACT and the matters that are the subject of the CONTRACT, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a PUBLIC OFFICIAL) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the CONTRACT.

3 - CONTRACTOR shall cause CONTRACTOR's PERSONNEL and SUBCONTRACTORS if permitted under the CONTRACT to comply with the obligations set forth in this Article and to warrant the same under the terms of their agreements with any subcontractors. In particular, CONTRACTOR shall perform Compliance Due Diligences on all major SUBCONTRACTORS and TPPL reserves the right to request proof of and/or documentation relating to such Due Diligences.

4 - All financial settlements, billings and reports rendered to TPPL shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the CONTRACT. CONTRACTOR also shall maintain adequate internal controls to ensure that all payments made in performance of the CONTRACT are authorized and in compliance with the CONTRACT. TPPL reserves the right to perform itself or through a duly authorized representative, audits at CONTRACTOR's premises of all payments made by or on behalf of CONTRACTOR for [WORK/SERVICES] performed under the CONTRACT. CONTRACTOR agrees to cooperate fully in any such audit, including by making the relevant books and records available to TPPL or its duly authorized representative and by answering any relevant questions that TPPL may have relating to the CONTRACTOR's performance under this CONTRACT.

5 - All payments by TPPL to CONTRACTOR shall be made in accordance with the terms of payment specified in [Article7] of the CONTRACT. The payment indications notified in the CONTRACTOR's invoices shall be deemed to constitute a representation and warranty by CONTRACTOR that the bank account so notified is owned solely by CONTRACTOR and that no person other than CONTRACTOR has any ownership of or interest in such account.

6 - CONTRACTOR represents and warrants that no PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL owns or possesses, directly or indirectly, shares or any other beneficial interest in CONTRACTOR (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of CONTRACTOR, except for any Procurement of Services Agreement with Perfect IT Solutions

ownership, interest or position that CONTRACTOR has disclosed to TPPL in writing. The foregoing representation and warranty will continue so long as this CONTRACT remains in effect. CONTRACTOR agrees to notify TPPL promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL owns or acquires, directly or indirectly, shares or any other beneficial interest in CONTRACTOR [in case if the CONTRACTOR is legal entity], or is or becomes a director, officer or agent of CONTRACTOR, CONTRACTOR shall take appropriate steps to ensure that such PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL avoids any conflict of interest, complies with the legislation of Ismaic Republic of Pakistan prohibiting conflicts of interest on the part of PUBLIC OFFICIALS and complies with the anti-corruption provisions described in sub-articles 1 and 2 above.

In cases where the CONTRACTOR is a mixed company (joint venture between a state owned company and private investors), following clause shall be applicable in addition to whatever stated above:

6.(a) - Notwithstanding the above, the PARTIES accept and acknowledge that, in the event any CONTRACTOR or SUBCONTRACTOR if permitted is owned in part by Government of Pakistan] or may, whether now or in the future, be considered as a governmental entity or quasi-governmental entity at law, it is possible that a PUBLIC OFFICIAL may serve as a director, officer or employee of such CONTRACTOR or SUBCONTRACTOR if permitted or its AFFILIATE. In such event, the PARTIES agree that, CONTRACTOR or such SUBCONTRACTOR if permitted may have one or more directors, officers or employees who qualify as PUBLIC OFFICIALS, provided that:

- (i) the PUBLIC OFFICIAL is occupying such position within CONTRACTOR or SUBCONTRACTOR if permitted fully in accordance with laws that are attributable to such party and as may be required there-under;
- (ii) the PUBLIC OFFICIAL's appointment as a director, officer or employee of CONTRACTOR or SUBCONTRACTOR if permitted is reviewed and approved by The Government of Pakistan;
- (iii) any payment to or on behalf of the PUBLIC OFFICIAL is reviewed and approved by The Government of Pakistan and does not exceed the remuneration that would be reasonable for a person serving in that particular position within CONTRACTOR or SUBCONTRACTOR if permitted; and
- (iv) such remuneration is fully consistent with APPLICABLE LAWS and the matters that are the subject of the CONTRACT and is not made to influence any official act, decision or omission of such PUBLIC OFFICIAL or reward the PUBLIC OFFICIAL in respect of any of the same that may have been taken in the past.

7 -Without prejudice to any other rights or remedies TPPL otherwise may have hereunder or at law, including but not limited to damages for breach of the CONTRACT, if any of the undertakings or requirements of this Article have not been complied with or fulfilled by CONTRACTOR in any material respect, TPPL shall have the right:

- (i) to suspend payment and/or require reimbursement of any advance payment made under the CONTRACT, and/or
- (ii) to suspend and/or terminate the CONTRACT for CONTRACTOR's default with immediate effect.

Definitions

"Public Official" means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

"Close Family Member of a Public Official" means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

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FUNDAMENTAL PRINCIPLES OF PURCHASING

Fundamental Principles of Purchasing

In accordance with the fundamental principles set out in particular in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labour Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, Contractors are required to comply with - and to make sure that their own suppliers and subcontractors comply with - current laws, as well as principles equivalent to those defined below.

- **Respecting human rights at work :**
 - Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labour Organization, and in particular with rules relating to the prohibition of forced labour and child labour, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
 - Improve their standards and procedures concerning human rights at work.
- **Protecting health, safety, and security :**
 - Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
 - Establish a system for monitoring events that occurred in these areas.
- **Preserving the environment :**
 - Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
 - Undertake the improvements needed for protecting the environment;
 - Limit the impact of industrial activities on the environment.
- **Preventing corruption, conflict of interests, and fighting against fraud :**
 - Fight against fraud;
 - Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
 - Avoid conflicts of interest, in particular when personal interests may influence professional interests.
- **Respecting the competition law :**
 - Comply with the applicable competition law.
- **Promoting economic and social development**
 - Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.