



ZAFAR ALAM STAMP VENDOR

Licence No. 38, Seat No. 8, Shed A,
Court, Karachi

208274

19 FEB 2014

S. No. Date

ISSUED TO WITH ADDRESS..... MR. JOHAR ABID RIZVI

THROUGH TO WITH ADDRESS..... DATA COMMUNICATION NETWORK SERVICE AGREEMENT

PURPOSE

VALUE 100 This agreement is made at Karachi on this 20 day of Feb 2014

STAMP VENDOR'S SIGNATURE

Between

M/s. Multinet Pakistan (Private) Limited, a company incorporated under the laws of Pakistan, having its office at ID-203, Sector 30, Korangi Industrial Area, Karachi (hereinafter referred to as the "Multinet", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns);

And

Mr. / M/s. Transtar Securities Ltd a Member of Karachi Stock Exchange (Guarantee) Limited (the "KSE"), having its office at Regency Plaza, Suit 604, 605, Karachi (hereinafter referred to as the "Customer", which expression shall be deemed to mean and include his/its legal heirs, representatives, executors, administrators, successor-in-interest and assigns);

(the terms "Multinet" and the "Customer" are hereinafter also referred to collectively as the "Parties" and individually as a "Party").

WHEREAS KSE has introduced Karachi Automated Trading System (KATS) to enable its members to carry out securities trading, among others, through Automated Remote KATS Terminals.

AND WHEREAS Multinet has been duly authorized in terms of a license issued by the Pakistan Telecommunication Authority to offer Data Communication Network Service in Pakistan;

AND WHEREAS the Pakistan Telecommunication Company Limited has by an agreement duly authorized Multinet to use lease data circuit, which Multinet required for the provision of the Service in Pakistan.

AND WHEREAS the Customer is desirous of obtaining connectivity and the services hereinafter described from Multinet and KSE has also accorded its written approval to Multinet for the provision of the same to the Customer.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set out, the Parties hereto agree as under:-

1. That the Multinet shall provide Data Communication Capability to the Customer and provide the services as described below (hereinafter referred to as the "Services") and for this purpose facilitate the KSE, which are the minimum level of services expected from the Multinet:-
 - (a) Provide 1MB or higher Committed Information Rate (CIR) connectivity.
 - (b) To provide 24 x 7 support to the Customer and to the KSE.
 - (c) Use secured fiber medium for all KSE links.
 - (d) Establish separate help desk for complaints related to KSE and maintain call histories.
 - (e) Carry out all installation and maintenance related to their services and connectivity.
 - (f) Install Network Monitoring Software for active monitoring of nodes in their NOC (Network Operations Center) and also provide access of the same facility to the KSE.

2. That in consideration of the said Services, Multinet shall be entitled to recover following charges from the Customer:-
 - (a) Network Connectivity one-time charges:-
 - (i) Rs.15,000/-, if the connection is required in a premises located at I.I.Chundrigar Road, Karachi or at a location where fiber line has already been laid by Multinet.
 - (ii) In other areas of Karachi, these charges will be in accordance with the cost of laying fibre to Customer's premises. For this purpose, Multinet shall provide prior quote of such cost to the Customer. However, all the Customers/members of KSE will share this cost if they are located within the same building.

 - (b) Monthly charges per 1Mbps - Rs. 10,000/-

 - (c) Security device if required by the Customer will be provided by Multinet at an estimated cost of US\$ 800 + applicable duties.

3. That the Multinet will be solely responsible to carry the data through its network from Customer's KATS Terminals to KSE Servers. The KSE has already allowed Multinet access to its KATS Servers at its office through which the Multinet may link-up the KATS Terminals of the Customer.

4. That the Multinet warrants that services provided by it under this agreement will be of professional quality conforming to generally accepted standards and practices and that it will make its best efforts to ensure a continuous trouble free service to the Customer round the clock. Further that, it will make all out efforts to rectify the problems without delay that may arise hampering the smooth flow of data communication to the KSE Servers. It is understood that any unreasonable delay in attending to faults in communication network of Multinet may result in substantial loss/loss of profit to the Customer. However, the KSE shall not be responsible for any failure, delay, interruption, corruption, etc. in data that is communicated through the network of Multinet and it shall be a matter solely between the Multinet and the Customer.

5. That before execution of this agreement, Multinet has obtained written approval from KSE for providing connectivity and said services to the Customer. Further, Multinet shall provide to KSE a copy of the agreement with the Customer before providing connection to the customer.

6. That the Multinet is hereby specifically prohibited from engaging in any of the following actions:-
 - (a) Any course of action which compromises the performance, security or integrity of KSE servers or its system.
 - (b) Any type of tempering or invasion of security system, password protection or encryption.
 - (c) Any other activity prohibited by any applicable law, rule, regulation or license.
 - (d) Any action or inaction causing damage to the KSE's reputation.

7. That the Multinet, including its employees, shall hold in confidence and not disclose or divulge to others or use either during or after the termination of this agreement, any business or technical information that it may acquire from the KSE or the Customer.
8. That the terms and conditions of this agreement can only be varied with the consent of both the parties.
9. This agreement shall take effect from the date of its execution and shall remain in force for a period of three years. The initial term shall be deemed to be renewed for similar successive periods with mutual consent unless the Agreement otherwise terminates.
10. This agreement may be terminated in the following circumstances:
 - (a) By either party upon written notice to the other should the other party (in a matter capable of remedy) fail to observe the terms or perform any of its obligations herein contained and fail to remedy the same within four weeks of receiving written notice specifying the matters complained of;
 - (b) By either party upon written notice of two months to the other party, without assigning any reason.
 - (c) Immediately ipso facto upon termination of agreement between KSE and Multinet by virtue of which the KSE has permitted Multinet to provide connectivity to such of its members as it may allow in writing from time to time.
11. The staff of KSE will have the rights to access the Network Devices of Multinet to monitor the network performance and Remote Users.

In witness whereof the parties hereto have executed this Agreement on the date mentioned above.

Multinet Pakistan (Pvt.) Limited

Witnesses:

HAMZA JAFRI
Name
Key Account Manager
Designation

[Signature]
Sales Department
Multinet Pakistan (Pvt) Ltd.
Signature

Mr. / M/s.
Member-KSE (Customer)

M. Usman Arif
Name
Head of Information Tech.
Designation

[Signature]
Signature


SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement is entered into as on January 01, 2009 at Karachi.

Between

M/s. CATALYST IT Solutions (Pvt.) Limited (CITS), an Information Technology Company having its Head Office at 403, 4th Floor, Al-Rehman Center, Shahrah-e-Faisal, Karachi-Pakistan (hereinafter referred to as the "VENDOR"), of their Software Product 'CATS', duly represented by its CEO & Director – Business Development, Mr. Humayun Jawaid Syed,

And

M/s. Taurus Securities Limited, having its Head Office at Suite # 604, 6th Floor, Progressive Plaza, Beaumont Road, Karachi-Pakistan (hereinafter referred to as the "VENDEE/PURCHASER"), duly represented by its CEO, Syed Zain Hussain.

SOFTWARE MAINTENANCE AND SUPPORT SERVICES

Beginning on the day of execution of this agreement, the Vendor shall provide the following Maintenance and Support Services:

- The Vendor shall provide Help Desk services for reported errors and malfunctions and troubleshooting problems. Help Desk services shall be On-Line and or by telephone lines and or via e-mail.
- The Vendor's Help Desk services also include but are not limited to the following services:
 - a. Assistance related to questions on the issues of the subject software;
 - b. Assistance in identifying and determining the causes of suspected errors or malfunctions in the software.
 - c. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available.
 - d. Information on errors previously identified by the Vendee and reported to Vendor and detours to these where available.

- Telephonic Support during Normal Working Business Hours & Days. Such support shall include consultation on the operational working and utilization of the Software.
- The Vendor may execute On-Line Support Diagnostics from a remote Vendor location solely to assist in the identification, isolation & eradication of suspected software errors or malfunctions.
- Vendor shall undertake error correction services consisting of the efforts to design code and implement programming changes to the Software and shall use its best efforts to make corrections in a manner that is mutually beneficial. Vendor shall disclose all known defects and their detours or workarounds to vendee.
- The Vendor may provide the replacement copy or correction services to the Vendee for any error, malfunction, or defect in software that, when used as delivered, failed to perform in accordance with the business specifications.
- The Vendor may provide On-Site support if diagnostics or troubleshooting from a remote vendor location is not possible due to any unforeseen situation like loss of internet connectivity etc.

THE RESPONSE TIME FOR SUPPORT

LEVEL ONE RESPONSE:

Where a major fault occurs such that a business critical function is not operational and major user inconvenience is being caused then, between 9:00 a.m. to 6:00 p.m. Monday through Friday the Vendor shall endeavor to respond within one hour; or

LEVEL TWO RESPONSE:

Where a fault occurs such that a function is not operational but a workaround is available and is causing significant user inconvenience then; between 9:00 a.m. to 6:00 p.m. Monday through Friday, the Vendor shall respond within one day; or

LEVEL THREE RESPONSE:

Where a fault occurs such that a non-critical function is not operational and is causing an inconvenient problem but is not causing significant user inconvenience then; between 9:00 a.m. to 6:00 p.m. Monday through Friday, the Vendor shall respond within three working days.

PAYMENT FOR MAINTENANCE

The Vendee shall pay the Vendor for Software Maintenance & Support Services in advance annually (i.e. in the beginning of the contract year) 15% of the Total Software Cost.

TERM OF SUPPORT

Subject to timely payment by the Vendee of the maintenance fees, the vendor shall offer the Maintenance & Support Services as described above for a minimum period of 1 year.

COUNTERPARTS

This Agreement may be executed in counterpart or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes.

For and on behalf of:

M/s. CATALYST IT Solutions (Pvt.) Limited.
(Vendor)

Signature: [Signature]

Name:

Mr. Humayun Jawaid Syed

Designation:

Director - Business Development

Date:

February 6, 2009

For and on behalf of:

M/s. Taurus Securities Limited.
(Vendee/Purchaser)

Signature: [Signature]

Name:

Syed Zain Hussain

Designation: CIO

Date:

February 6, 2009