



MULTINET BANK VENDOR  
Licence No. 176, Shop No. 647, Karachi Centre,  
Now Town Karachi

S. NO. 19 NOV 2021 " 17559  
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ISSUED TO WITH ADDRESS S. Wajahat  
THROUGH WITH ADDRESS Advocate  
PURPOSE  
NOT FOR USED BANK GUARANTY IN DIVORCE  
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION R

(RUPEES TWO HUNDRED ONLY)

### KARACHI AUTOMATED TRADING SYSTEM (KATS) AGREEMENT

This agreement is made on 18 day of Feb 2022 BY and BETWEEN

<b>1. "CUSTOMER"</b>	
CUSTOMER NAME	EFG Hermes Pakistan Limited
ADDRESS:	Office no. 904, 9 <sup>th</sup> floor, Emerald Tower, Block-5, Clifton, Karachi, Pakistan
NTN:	1056313-0
<b>2. "SERVICE PROVIDER"</b>	
NAME:	Multinet Pakistan (Private) Limited ("Multinet" or "MPPL")
ADDRESS:	1-D 203 Sector 30, Korangi Industrial Area Karachi
<b>3. "AGREEMENT"</b>	
a. WHEREAS Pakistan Stock Exchange "PSX" (formerly Karachi Stock Exchange "KSE") has introduced "Karachi Automated Trading System [KATS]" to enable its members to carry out, Inter alia. Securities trading through Automated Remote KATS Terminal:	
b. WHEREAS National Clearing Company of Pakistan Limited (NCCPL) is a significant institution of Pakistan's Capital Market providing clearing and settlement services to stock exchanges in the country:	
c. 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	
d. AND WHEREAS Multinet is willing and therefore requested to PSX and NCCPL to allow it to provide the service to the members of PSX and NCCPL:	
e. AND WHEREAS PSX and NCCPL has agreed and accede the request of Multinet subject to compliance with the terms and conditions set out in this Agreement.	
<b>4. "COMMENCEMENT DATE"</b>	
January 01, 2022	

#### 1. Terms & Conditions

- The term of this Agreement shall initially be for a period of **One (01) year** unless a written notice of termination is received by MULTINET at least Ninety (90) days prior to completion of period.
- Customer shall also provide a written notice as mentioned in clause 1(a) for termination of any individual services as mentioned in clause 2 "Services".



- c. Customer is hereby specifically prohibited from engaging in any of the actions/activities prohibited by any applicable law, rules, regulation or license of/framed under, but not limited to PTA Act.
- d. Multinet hereby reserves the right forthwith terminate this Agreement by written notice to the Customer in the event the Customer engages in or allows or commits any of the acts prohibited.
- e. Customer shall bear all the risks for the equipment provided by MULTINET, including but not limited to the entire risk of loss, theft, mishandling, physical damage, improper power conditions (e.g power shortage Power surge, etc.) or destruction of the equipment or any other negligence on its part.
- f. MULTINET liability is limited to its Service Levels as mentioned in Annexure A and it will not be responsible for any business. Customer or other losses. Whatsoever and the Customer agrees not to hold MULTINET responsible or liable for any loss or damage resulting from the use of interrupted use of any third party services, including without limitation any satellite carrier, internet backbone services provider or content provider.
- g. The Customer hereby acknowledges and agrees to monitor and/or restrict the content accessed by the Customer (or by any other party through the Customer) using the services in order to comply with relevant and applicable laws, rules, regulation, licensing terms and conditions.
- h. The mentioned financials are exclusive of any grounding or electrical activity or building access charges. Building access charges if any shall be charged to customer as per actual basis.
- i. Multinet may assign this Agreement or any of its rights or obligations arising hereunder to any of its affiliates. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the respective assigns of Multinet.
- j. Customer shall arrange all the permissions of the building where equipment is to be installed.
- k. Customer will use the services in accordance with applicable laws of Pakistan and guidance provided by concerned Authority from time to time.
- l. Either party may terminate and discontinue Service by serving two (02) months written notice period to the other party. The same shall apply to termination of individual services as mentioned below, however a remedial period of fifteen (15) days shall be provided to Multinet for corrective measures. Multinet has the sole right to terminate this Agreement at any given point of time with thirty (30) days prior written notice for any reasons whatsoever.

## 2. SERVICES

S. No.	Description	MRC
1	1 Mbps Link (KATS)	PKR
2	1 Mbps Link (NCCPL)	PKR
<b>Total charges in Pak Rupees excl. of Tax.</b>		<b>PKR</b>

## 3. PAYMENT TERMS

- a. MULTINET shall invoice monthly in advance to the customer not later than the 10<sup>th</sup> day of each period in respect of the periodic recurring charges due for such months.
- b. The Customer shall clear all the invoices within fifteen (15) days from the date of invoice.
- c. All amounts due and payable hereunder shall be paid by cheque or customer draft or pay order drawn in the name of "**MULTINET Pakistan (Pvt.) Ltd**". Payees account only.
- d. Any amount to be paid in US dollar/ other foreign currency will be converted in PKR by applying open market conversion rates prevailing at the time of payment.
- e. In case of late payment, a surcharge calculated of 2% per month of any outstanding but not disputed amounts shall be added and billed to the customer in the bill for the next month.
- f. The monthly Recurring and One the Chares are subject to sales Tax as applicable in the province(s) on the links terminating or generating from the respective province(s).
- g. One time charges, if any, shall be paid separately by the customer to Multinet for the installation of any new link.
- h. Installation charges if any are exclusive of Sales Tax and subject to Sales Tax as applicable in province where the installation shall take place.
- i. Any new Government takes/rates/levies or any increase/decrease in the same shall have an impact on the prices mentioned in the agreement.


## 4. BILLING DISPUTES

In the event of a dispute regarding billing/invoicing it must be brought to notice of MULTINET with seven (07) days from the date of invoice. In case of any dispute that need resolution, payment should not be held in totally to avoid any suspension of services. Only recurring charges of that specific link can be held subject to mutual understanding. If the account managers are unable to resolve the said dispute, the disagreement shall be further referred to the next immediate level, the process of which must be completed within next ten (10) working days.



IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date mentioned and in the presence of the witnesses mentioned below.

For and on behalf of  
MULTINET PAKISTAN (PVT) LTD

  
Name: Hamza Nizam Kazi  
Designation: Company Secretary  
Date: 18/02/22




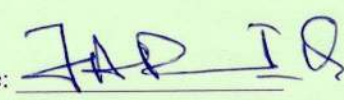
For and on behalf of  
EFG HERMES PAKISTAN LTD

  
Name: Ahmed Saeed  
Designation: Manager IT Operations  
Date: \_\_\_\_\_



WITNESSES:

Signature:   
Name: Jaimoor Meghal  
CNIC No: 42301-6520086-1  
Date: 18/02/22

Signature:   
Name: Tariq Shafi  
CNIC No: 41302-1583459-7  
Date: \_\_\_\_\_

## ANNEXURE A

### SERVICE LEVEL PRINCIPLES & REBATES

1. Multinet in respect to Services shall provide
  - a. To provide 24 x 7 support to the Customer and to PSX and NCCPL.
  - b. Use secured fiber medium for all PSX and NCCPL links.
  - c. Establish separate help desk for complaints related to PSX and maintain call logs.
  - d. Carry out all installation and maintenance related to their services and connectivity.
  - e. 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 PSX and NCCPL.
2. That 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. 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.
3. In cases of any service interruption over a link, Customer shall be eligible for a rebate, as described in the tables below. The rebate shall be applied to the invoice subsequent to the month of the service interruption.

#### FOR SPUR LINK:

Monthly Network Availability	Monthly Non-Availability (%)	Monthly Non-Availability (Hrs.)	Reimbursement of Monthly Service Fee
100% - 99.16%	0.84%	6.14	0%
99.15% - 97.4%	2.60%	19.2	5%
97.3% - 93.5%	6.80%	48.21	10%
93.4% - Below	-	-	15%

#### FOR REDUNDANT LINK:

Monthly Network Availability	Monthly Non-Availability (%)	Monthly Non-Availability (Hrs.)	Reimbursement of Monthly Service Fee
100% - 99.50%	0.50%	3.36	0%
99.49% - 99%	1.00%	7.12	5%
98.99% - 93.5%	6.50%	46.48	10%
93.4% - Below	-	-	15%

*Multinet has always strived for maintaining or exceeding the service availability however due to nature of last mile media, Multinet cannot guarantee the last mile availability resulting from failures of last mile access providers.*

- 24/7 technical online support shall be provided by Multinet.
- In case of any scheduled maintenance activity, prior notice of at least forty-eight (48) hours shall be provided to the Customer.
- Failures or service disruptions originating outside Multinet's core infrastructure such as upstream issues including any domestic connectivity issues and last mile access provider failures shall not be included in rebate.

#### CALL LOGGING

Multinet provides round the clock fault reporting and maintenance of the Multinet connectivity. For better support and fast problem resolution, Multinet has a well-defined escalation matrix. The details of support information are also enclosed below.

For reporting any SLA related problem, Multinet shall adopt a Trouble Ticket System. Customer shall provide all relevant details including but not limited to circuit details, the exact way by which Customer concluded that problem exists, CPE details, contact details of the person in case they are different from the ones in Multinet database and any other information which shall be helpful in resolving the problem or SLA claim settlement. The Trouble Ticket number shall be issued to the Customer.

Customer is required to quote this Trouble Ticket number to inquire the status of query till the Trouble Ticket is closed. The Trouble Ticket shall be closed by Multinet via a confirmation phone call to Customer. In case of unavailability of Customer, it shall be communicated and recorded through an e-mail to Customer and closed.

This Trouble Ticket number shall be the reference database for SLA claim process. It is reiterated that any such claim without Trouble Ticket number will not be accepted by Multinet for SLA settlement.



A "Downtime" is considered from the time the Trouble Ticket is initiated. The Trouble Ticket shall be logged as soon as the call is received at the Multinet support center and within forty-five (45) minutes from the time email is received from the Customer.

Initial diagnostics shall be performed within thirty (30) minutes of Trouble Ticket logged before escalating it to Multinet Operation teams. (Subjected to availability of POC)

The Trouble Ticket shall be escalated to Multinet field team after the confirmation of power and device status.

Below is Multinet benchmark of initial response time over email and call.

S. No	Response levels	Medium	Benchmark	Service level
1	Initial Response Time (with the ticket number)	On Email	<=45 minutes	=>90%
		On Call	Immediately (over the call)	100%
2	Initial Diagnostics (subjected to availability of POC)	On Email	<=30 minutes (After Ticket Launched)	=>90%
		On Call	<=30 minutes (After Ticket Launched)	=>90%

### SERVICE CREDIT

Multinet shall issue Service Credit to Customer's account upon approval of Customer's Service Credit Request. Service Credit shall appear on the next invoice generated. In case of any service credit, recurring payment should not be held in toto in order to avoid any suspension of services.

Customer acknowledges that it shall clear all invoices, dues, on time and any adjustment or dispute settlement over rebate of SLA links shall be cleared in the next bill following the month in which the Service Credit Request was approved. Service credits shall be exclusive of any applicable taxes charged to Customer.

The Service Credit provided for in this SLA assumes compliance by Customer with the terms and conditions mutually agreed upon between Customer and Multinet, and the failure of Customer to comply therewith may invalidate the service credit procedure.

#### Note:

Multinet shall apply the rebate in the invoice subsequent to the month of failure to meet the relevant service guarantee.

All inquiries concerning the rebates shall be made in writing to Multinet Quality Control Department ([qc@multinet.com.pk](mailto:qc@multinet.com.pk)), along with reference of Trouble Ticket issued to Customer, within twenty-one (21) calendar days of the relevant invoice date, otherwise the invoice shall be deemed to have been accepted by the Customer.

Multinet shall not be liable to Customer for a penalty due to any service outage caused by, or associated with, any of the following:

- Force Majeure or any contingencies beyond the reasonable control of Multinet.
- Scheduled maintenance.
- Failure by Customer to report a service outage.
- Downtime caused by a direct act or omission, or due to the negligence, of Customer.

*For purposes of this Agreement, downtime shall begin at the time an outage is reported by Customer to Multinet Support and a Trouble Ticket is created.*

### SERVICE CREDIT CLAIM PROCESS:

To initiate a claim for Service Credit with respect to the Network Availability & MTTR, Customer shall submit a completed Service Credit Request Form within seven (7) business days after the end of the month for which the event occurred which gives rise to the claim for Service Credit.

The claim for Service Credit must include the following minimum information:

- Customer's Name and contact information
- Trouble Ticket number, circuit ID
- Service Type
- Date and beginning/end time of outage or failed metric.
- Brief description of the characteristics of the failed metric.
- End User location and circuit ID.



Multinet, in its sole discretion, shall attempt to review all claims within ten (10) business days of receipt and shall notify the Customer accordingly. Service Credits shall be issued only for the problems caused by circumstances within Multinet's reasonable control and not as a result of any actions or inactions of the Customer or any third party (including Customer equipment and third-party equipment).

The penalty rebate amount shall be indicated in the earliest possible invoice subsequent to the month of failure due to invoice cut-off times, penalty rebates may not appear on a future invoice for one or more billing cycles.



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