



AGREEMENT FOR SOFTWARE SALE AND SOFTWARE MAINTENANCE

THIS AGREEMENT made as of 14-April-2021 between **Softech Systems (Pvt.) Ltd.**, a company incorporated under the Companies Ordinance, 1984 and having its registered office at **955-L, Phase-2, Johar Town, Lahore-54770 Pakistan** (herein referred to as "**Softech**" which term shall include its successors and permitted assigns) of the "**FIRST PART**"

AND

Vector Securities (Pvt.) Limited a company incorporated under the Companies Ordinance and having its registered office at **603, 6th Floor, New Stock Exchange Building, Stock Exchange Road, Karachi, Pakistan** (hereinafter referred to as the "**Client**" which term shall include its successors and permitted assigns) of the "**SECOND PART**"

(Softech and the Client are hereinafter collectively referred to as the "**Parties**" and individually also referred to as a "**Party**")

WHEREAS

- Softech is a software development company engaged in development of software products and has also developed and owns suite of software products listed in Appendix A (herein referred to as "**Software**").
- The Client wishes to acquire a license to deploy the Software at their premises.
- Softech has agreed to deliver to the Client, and install on the Client's computers the Software, and to grant to the Client a non-exclusive perpetual licence to the Software and its associated documentation.
- The Client also desires Softech to develop more softwares that shall be used and deployed in addition to the current Software.



ATTESTED

Z. Bashir Ahmed Advocate
Notary Public Lahore

- e. Softech will provide installation, training, documentation, application enhancements, and project management services to the Client on the Software and Softech will also provide other services in accordance with the terms and conditions of this Agreement.
- f. The Client also wishes to acquire Softech's services for Software Maintenance upon expiry of warranty period and fulfilment of the terms and conditions given hereinunder.

NOW IT IS AGREED as follows:

1. RULES OF INTERPRETATION

In this Agreement unless the contrary intention appears:

- 1.1. A reference to an article or schedule is a reference to an article of or a schedule to this Agreement
- 1.2. A reference to this Agreement or another instrument includes any variation or replacement of either of them;
- 1.3. The singular includes the plural and vice versa;
- 1.4. If a period of time is specified and it is from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 1.5. The use of headings in the Articles in this Agreement is for convenience only and shall not affect the construction of the individual Articles or limit, alter or affect the meaning of this Agreement as a whole.
- 1.6. The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other breach of the same or any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.
- 1.7. The Annexures hereof shall form an integral part of this Agreement.

2. PROJECT DELIVERABLES

- 2.1. The Software product shall have the following deliverables:
- 2.2. Delivery of the Software (Modules/functionalities listed in section 6 of this contract)
- 2.3. Documentation
 - 2.3.1. User Manuals
 - 2.3.2. Installation and Administration Manual
 - 2.3.3. Hardware sizing
 - 2.3.4. Software licensing requirements
- 2.4. Installation/Configuration
 - 2.4.1. Installation of the software on the Client-supplied hardware, setting various configuration options of the system, high level verification that system is functional on the Client-supplied hardware and Operating System.

3. IMPLEMENTATION

- 3.1. The installation of the Software will be carried out by Softech starting on a date agreed with the Client. The software installation will be done remotely and after completion the same will be inform to the client.
- 3.2. After installation of the software, the Client shall have two months to perform an acceptance test. If any Software features are not working properly, they will be notified to Softech by the Client on a daily basis, and their fixes will be sent by Softech on a daily basis, so that both, the Client and Softech jointly make an effort to achieve the one-month acceptance test deadline. In case the Client does not identify bugs within the acceptance testing period, the Software will be assumed to be accepted by the Client on passing of the one-month deadline.



3.3. The Client, after the completion of initial installation, may at any time during this Agreement request in writing any changes, additions or deletions to any feature. In such case Softech shall advise the Client in writing on the possibility to implement the requested modifications and also the price and delivery timeline of such a request. Such change requests shall not be considered for the purpose of acceptance of the software, and will not have any impact on the acceptance date of the software. The software will be deemed as accepted, even if such change requests are still pending, and such change requests will be carried out only if agreed by both parties.

4. TRAINING

- 4.1. Softech shall provide the Client training on the usage of the Software. The Client shall nominate one person to the project who shall be responsible to assist Softech in the installation and implementation of the Software remotely.
- 4.2. The Client will assign at least one full-time IT person to be trained to manage the day-to-day technical operations on the system, such as DB backups, application maintenance at user end etc.
- 4.3. The Client will assign business/operational staff for each module that will be trained on the system usage and its features.
- 4.4. Softech hereby agrees to provide the Client with user manuals for the smooth operation and usage of the system.

5. OWNERSHIP RIGHTS

- 5.1. Softech warrants that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Software are held by and shall remain in Softech.
- 5.2. Subject to, and in exchange for full payment of the Software cost, Softech grants the Client a license to deploy the Software, and an non-exclusive perpetual and non-transferable license to use the Software and related material on any processor owned or controlled by the Client.
- 5.3. Softech shall deliver to the Client one copy of the product and user documentation. The Client is allowed to maintain one additional copy for back-up purposes only at any other suitable location other than its own premises.
- 5.4. The Client organization is not authorized to sell or provide, for use or otherwise, a copy of the software to any other organization, whether a separate company, subsidiary or group company of the Client organization.

6. SOFTWARE MODULES AND PRICING

6.1. Product Costs

The Software product is priced according to the various components that the Client intends to implement. The Software modules and their price are as follows:

SOFTWARE MODULES AND PRICE

Trading Module	<ol style="list-style-type: none"> 1. Eclipse Desktop Trading Terminal 2. Web Trading Terminal 3. Mobile App (Android & IOS) 4. Message server/Feed Server 5. Session Server 6. FIX Gate Way
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	<p>7. TWS Feed Reader</p> <p>8. SMS Server</p>
Backoffice & Database	<ul style="list-style-type: none"> ◆ Installation of Database and Up-graded Backoffice setup ◆ Equity Module ◆ Custody Module ◆ GL module ◆ MFS & MTS ◆ Complete Risk Management Policies ◆ Commission Policies ◆ Transaction Monitoring System (Existing and TMS under-development) ◆ RDA ◆ DashBoard ◆ Web based Account Opening (Complete On-boarding solution with Backoffice Integration & NCCPL) ◆ AML & KYC & Blacklist Screening ◆ 16 points as agreed and mentioned in Appendix C of the agreement.
Terminal Restriction	<ul style="list-style-type: none"> ◆ Unlimited number of Trading Terminal
Implementation Technical Service	<ul style="list-style-type: none"> • Implementation and online support during setup phase • Technical & System administration training • Application training (Desktop, Web & Mobile) • Documentation • Reconciliation of Live Data • Business Analysis Support(validate with client the business process implemented in the product)
Total Product Cost (exclusive of all Taxes) Two Million & Sixty Thousand rupees only.	Rs: 2,060,000.00/-



6.2. Personal Costs

The Client will bear cost of air travel, boarding/lodging **PKR: 2000** per day as out of pocket expenses per person for any onsite visits. These will be billed on actual basis.

7. PAYMENT SCHEDULE

- 500,000/- on signing of Contract
- Eight quarterly payment of Rs. 195,000/- with first payment due on signing of the agreement. Quarterly payments are due at start of the each quarter and shall be payable within 1 week of receipt of invoice from Softech.

8. ANNUAL MAINTENANCE

- 8.1. The maintenance cost 15% (of Product Cost) will be charged quarterly in advance after completion of 24 months from the date of signing of the agreement and shall be payable within a week of the start of the each quarter and upon receipt of invoice from Softech. The cost is excluding any taxes.
- 8.2. Annual Maintenance consists of fixes of bugs or errors in the software, and technical support, which is performed free of cost during the maintenance period.
- 8.3. Annual maintenance does not include system enhancements or updates, or other chargeable services, as given in Section 9, except any additional feature required by the required by the regulator. However, Softech may at its discretion provide certain updates free of cost to Client, the details of which will be sent to the Client on case to case basis.
- 8.4. Softech will make every reasonable effort to resolve all critical software errors or issues as quickly as possible, however, the Client is expected to realize that since the operation and calculations of the software are extremely complex, so sometimes it is not humanly possible to resolve or find the cause of every issue or error on the same day, or within a short period of time.
- 8.5. Either party reserve the right to terminate the maintenance-related clauses of this agreement through advance written notice to the other party, or to amend the terms and conditions of the maintenance-related clauses of this agreement in mutual agreement with the other party. If the maintenance clauses are so terminated or amended, the rest of this agreement shall remain intact and in force. For the period until such written notice is received, payment for maintenance shall be due.

9. ENHANCEMENTS AND OTHER CHARGEABLE SERVICES

- 9.1. The normal charging rate for all chargeable services mentioned hereunder is as per Appendix B.
- 9.2. The Client may request changes in the existing functionality in the software, or addition of new modules or functionality in the system, for which the Client will be charged separately. In this case, Softech will provide an estimate of the number of days of development effort, and the cost, which will be mutually agreed before starting the development.
- 9.3. Softech may, from time to time, issue major or minor enhancements (defined as design and development of new modules, new features, or any major or minor improvement in software, such as improvement in software speed and efficiency, functionality, reliability etc). In such event, Softech shall apprise the Client of such major or minor enhancement, and the price and terms and conditions to acquire and maintain the right to use such enhancements. Acquisition of any such enhancements by the Client shall be optional, so that the Client may or may not purchase such updates. However, in certain circumstances, purchase of a previous update may be required as a pre-condition before purchase and installation of a subsequent update. Again, the proposed cost of any enhancement has to be mutually agreed and any applicable discounts are discussed on case to case basis with the client.
- 9.4. Softech will, if requested by the Client, perform re-training of new Client personnel in case of Client staff turnover, in order to improve the efficiency of functioning of new Client staff. This effort will be chargeable at a daily rate for the number of days of training agreed
- 9.5. Softech will, if requested by the Client, perform requirements analysis or consultancy on major new modules and functionality required by the Client, which will be chargeable at a daily rate for the number of days of requirement analysis or consultancy effort.



- 9.6. Softech will, if requested by the Client, depute an on-site support person dedicated for the Client, for an extended period beyond the normal installation and training period of the Client, which will be chargeable at a daily rate for the number of days agreed.

10. GENERAL TERMS AND CONDITIONS

- 10.1. The above price is for the base Software, and the modules mentioned along with the price.
- 10.2. Softech will respond immediately for all emergency maintenance and support calls and make best effort to resolve issues related to the request.
- 10.3. The Client will bear cost of economy class air traveling, reasonable boarding/lodging and out of pocket expenses (PKR 2000 per person per day) for onsite visits, payable to Softech on raising invoice.
- 10.4. Any runtime tools (such as operating system, database, other required tools etc.) will be the responsibility of the Client, and is not part of the cost of the application.

11. CONFIDENTIALITY

- 11.1. Both parties and their respective affiliates and subsidiaries shall keep confidential and not disclose, publish, sell, trade or disseminate in any manner to any third party any technical information, data, business or trade secrets, other proprietary information or other similar information ("Confidential Information) provided by either party to the other during the course of this Agreement without written consent from the party which has provided the Confidential Information.
- 11.2. The Confidential Information is the property of the party providing the same and if possible, shall be returned to the other party, or destroyed upon termination of this Agreement.
- 11.3. The Confidential Information shall be used by either party for their mutual benefit during the course of this Agreement. This clause shall survive the expiry/termination of this Agreement and shall continue in force for five years after the termination of this Agreement.
- 11.4. **NON-COMPETITION** – The Client must warrant that during the period in which he has the Software installed at his site, and can run and examine it in detail, he shall not undertake the development of a competing in-house developed software system for his own usage. Development of such a competing system by the Client shall constitute a major violation of the confidentiality and intellectual property rights of Softech, prosecutable in the court of law.
- 11.5. The Client, however, is allowed to develop certain add-on confidential modules of his own, which depend on, and work in conjunction with the software provided by Softech, but which must not have the capability to take over the complete functionality of the provided software, or replace the provided software.
- 11.6. **NON-HIRING** - Both parties agree that they will not, either directly or indirectly or through a third party, solicit or employ any programmers/consultants introduced or exposed to them, by each other, for a period of 2 years after submission or completion of a contract (whichever is longer).

12. TEST SERVER

- 12.1. The Client will setup Software Test Server and provide online access to Softech for diagnosis and troubleshooting. The Client is requested to provide remote connectivity from the beginning of the project to Softech team for deployment and training.
- 12.2. The Test Server that shall be physically present at the Client's premises with Softech having remote access to it. Whenever troubleshooting of the live database is required, Softech personnel will access a copy of the live database restored on the test server, through remote access, in supervision of Client personnel.
- 12.3. Whenever a new patch is introduced or a minor/major change is made, Softech's technology expert will initially carry out the changes on the test machine. Once both parties are in



agreement as to the new patch or the changes, the same will be transferred to the live machine kept at the Client's premises. Softech expressly agrees to use the remote access granted to them only for the purpose mentioned above and not to misuse the access in any way whatsoever.

13. ASSIGNMENT

13.1. Neither party may, without the prior written consent of the other party, assign or transfer this Agreement or any right obtained or obligation incurred hereunder, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets. Any attempt to do so in contravention of this Section shall be void and of no force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. TAXES

14.1. Each Party shall be liable for its own taxes. The prices quoted in this Agreement are exclusive of taxes.

15. NOTICE

15.1. Any notice, demand, request or communication required or permitted to be given under the Agreement shall be in writing. Such notice shall be considered sufficiently given when it is delivered in person or by courier or by fax or email.

16. ENTIRE AGREEMENT

16.1. This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supercedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kinds, which are not expressly contained in this Agreement. This Agreement is not; however, intended to limit any rights that the parties may have under trade secret, copy right, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

17. DISPUTE RESOLUTION

17.1. All disputes arising between the Parties hereto as to any matter or thing arising from or in any manner connected with this Agreement shall be referred to arbitration at Karachi, Pakistan, in accordance with the Arbitration Act or any amendment or re-enactment thereof, to be conducted by a sole arbitrator to be appointed by the mutual consent of the Parties hereto. The Arbitrators' decision shall be final and binding on all the parties.

18. GOOD FAITH

18.1. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

19. SEVERANCE

19.1. In the event of any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal and unenforceable provision(s) shall be replaced by mutually acceptable provision(s), which being valid, legal and enforceable come(s) nearest to the intention of the parties.



20. BINDING EFFECT

20.1. It is acknowledged and agreed that this Agreement constitutes the legal, valid and binding obligation of the parties hereto and shall be binding upon and inure the benefit of each party's respective successors and assigns. This Agreement shall survive the termination of any negotiations or discussions between the parties hereto and may not be modified or terminated, in whole or in part, and no release hereunder shall be effective except by means of a written instrument executed by the parties hereto. No failure or delay by either party in exercising any rights, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of that right, power or privilege preclude any other or future exercise thereof.

21. AUTHORITY

21.1. Each signatory hereto represents and warrants to the other that he or she is the appointed representative of the party on whose behalf he or she has signed this Agreement and has the actual and unconditional authority and is duly authorized to sign for and bind that party.

22. CHOICE OF LAW

22.1. This agreement shall be governed by and constructed in accordance with the laws of Pakistan.

23. TERMINATION

23.1. This agreement shall commence on the date of signing and shall continue until terminated by either party giving to the other not less than 3 months written notice.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through their attorneys/Authorized Representatives on the day, month and year first above written

For and Behalf of
Vector Securities (Pvt.) Limited
(Mr. Ali Azam Shirazee, CEO)

Salman Iqbal

For and Behalf of
Softech Systems (Pvt.) Ltd
(Dr. Salman Iqbal, CEO)



Witnesses:

1) _____
(_____)

2) *Fahad Ahmed* *Fahad*
(35202-3019793-3)

Appendix A- BackConnect Product

Product Details

Item	Modules
Online Trading System	<ul style="list-style-type: none"> ◆ Desktop Trading Terminal ◆ Web Terminal ◆ Android & IOS ◆ Message server/Feed Server ◆ Session Server ◆ FIX Gate Way ◆ TWS Feed Reader
Backoffice & DB	<ul style="list-style-type: none"> ◆ Complete Softech Backoffice will be Setup ◆ Equity Module ◆ Custody Module ◆ GL module ◆ MFS & MTS ◆ Complete Risk Management Policies ◆ Commission Policies ◆ Automation of Available Processes ◆ AML & KYC & Blacklist Screening
Digital Web AOF	Complete On-boarding solution with Backoffice Integration & NCCPL
Terminal restrictions	Unlimited number of back-office terminals
Branch restrictions	Any number of broker branches can be connected
Internet terminal restrictions	Any number of internet clients
Web Trading Terminal	Unlimited number of Web Terminals and any number of Internet Clients



Appendix B- Technical Services Available

The following technical services are available from Softech.

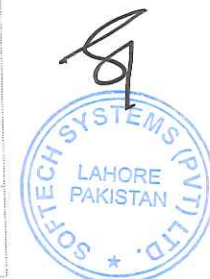
Service	Charges
Implementation On-Site - Installation, Training and Deployment for any new release or change management	PKR:12,000/- per Day
Customization and additional development charges	PKR: 12,000/- per Day
Extended On-Site Support – Client can buy extended onsite support for training additional staff at anytime during the agreement	PKR 12,000/- Per Day
On-site consultancy in case of requirements of new customized modules, or for any other purpose	PKR: 12,000/- Per Day
General Terms – Client will also provide economy class return ticket, decent hotel accommodation and out of pocket expenses of PKR 2000/- per day per person. Decent Accommodation means clean environment with proper security, air-conditioning & high speed internet facility.	

Hardware Specification (To support 500 concurrent users)	
Database Server/Trading Servers	<ul style="list-style-type: none"> • Latest Intel Xeon 2 Processor Four/Six core • 128 GB RAM Minimum, • Minimum 4*250 GB SSD HDD
Fix Gate Way	<ul style="list-style-type: none"> • Core I7 16 GB RAM Desktop
Hardware Specification (To support 1000 concurrent users) Induction of another server	
Trading Server	<ul style="list-style-type: none"> • Latest Intel Xeon 2 Processor Four/Six core • 128 GB RAM minimum



Appendix C- 16 points Agreed with Vector Securities

Features	Status as on 13 April 2021
Daily Task	
1. Auto update KATS data along with an option to attach KATS Sheet in the Daily Trade Confirmation email for Institutional, DVP, HNW Clients	Available
2. Automated Future Rollover Commission Process	Available
3. CDC Daily Activity Upload Process	Available
4. Option to Upload Account Opening Data from CDC terminal	Available
5. Option to upload KYC Data from NCCPL terminal	Working
6. Dashboard	To be developed based on the format provided by the Vector
Fortnightly	
7. Client asset segregation report generate through back-office system for custody and financial both	Available
Monthly	
8. Monthly regulatory reporting sends to clients through email sample attached as "monthly report"	Available
9. UIN / CDC / KYC charges upload.	Available
10. CGT file upload.	Available
Others	
11. Annual CGT certificate PDF download from NCCPL CGT system and upload the same in back-office system and send auto email certificate to clients through back-office system. System screen short attached as "CGT Emails"	To be developed based on the format provided by the Vector
12. Automation of KYC / CDD and client risk profiling as per best practices attached as "Client Risk Cat"	To be developed
13. Automation of enhance due diligence EDD.	To be developed
14. CGT Tariff half yearly upload.	Available
15. Transaction monitoring system.	Under development (Currently available only as reports)
16. Proscribe person screening before account opening report attached as "AML search by Name / UIN".	Available



SALES TAX INVOICE
NO. 0093/21

Vector Securities (Pvt.) Limited
603, 6th Floor
New Stock Exchange Building
Stock Exchange Road
Karachi.
NTN: 2663673-5

ATTENTION:
Mr. Sayeed A. Siddiqui
Head of Equity Retail

REF: TRADING & BACKOFFICE SOFTWARE

NO.	DESCRIPTION	AMOUNT RS.
1	<u>TOTAL AGREED PROJECT COST: RS. 2,060,000/-</u> 1st Installment (As per agreement) Punjab Sales Tax: 5% (Invoice Payable Within 15 Days) Rs: Five Hundred Twenty Five Thousand Only.	500,000 25,000 525,000

3% WHT can be deducted*

Due to the circumstances caused by COVID19, we are open to options of direct payment and online transfer into our account by a cheque.

- In case of direct payment into account, please share the proof of payment (**BOTH pictures of cheque AND deposit slip**).
- In case of online payment, please share screenshot of payment confirmation **OR** copy of email confirmation to you **OR** mention Fahad.ahmed@softtech.com.pk in the beneficiary's email address.

ACCOUNT DETAILS

Account's Name: Softech Systems (Pvt.) Limited
Account No: 0110100017074
IBAN: PK44ASCM0000110100017074
Bank's Name: Askari Bank Limited, Tufail Road Branch, Lahore, Pakistan

For Softech Systems (Pvt.) Limited

Fahad
Fahad Ahmed, ACA
Manager Accounts



SOFTTECH SYSTEMS
(Private) Limited

NTN: 1142666-7
STRN.03-95-9999-079-19

DATE: 14.04.2021

SALES TAX INVOICE

NO. 0094/21

Vector Securities (Pvt.) Limited
603, 6th Floor
New Stock Exchange Building
Stock Exchange Road
Karachi.
NTN: 2663673-5

ATTENTION:
Mr. Sayeed A. Siddiqui
Head of Equity Retail

REF: TRADING & BACKOFFICE SOFTWARE

NO.	DESCRIPTION	AMOUNT RS.
1	TOTAL AGREED PROJECT COST: RS. 2,060,000/- First Quarterly Installment (For Period Apr 2021 – Jun-21) (As per Agreement) Punjab Sales Tax: 5% (Invoice Payable Within 15 Days)	195,000 9,750
	Rs: Two Hundred Four Thousand Seven Hundred Fifty Only-	204,750

3% WHT can be deducted*

Due to the circumstances caused by COVID19, we are open to options of direct payment and online transfer into our account by a cheque.

- In case of direct payment into account, please share the proof of payment (**BOTH pictures of cheque AND deposit slip**).
- In case of online payment, please share screenshot of payment confirmation **OR** copy of email confirmation to you **OR** mention Fahad.ahmed@softtech.com.pk in the beneficiary's email address.

ACCOUNT DETAILS

Account's Name: Softech Systems (Pvt.) Limited
Account No: 0110100017074
IBAN: PK44ASCM0000110100017074
Bank's Name: Askari Bank Limited, Tufail Road Branch, Lahore, Pakistan

For Softech Systems (Pvt.) Limited

Fahad

Fahad Ahmed, ACA
Manager Accounts

