



A meeting of Board of Directors of Sherman Securities (Private) Limited was held on June 25, 2016 at 10:00 am at the Corporate Office of the Company i.e., 501-502, 5th Floor, Continental Trade Centre, G/6, Block-8, Main Clifton Road, Karachi. The following were present:

- 1.
2. Mr. Muhammad Samin – Chief Executive/ Director
3. Mr. Abdul Ghaffar Katiya – Director
4. Mr. Yaseen – Director

Mr. Muhammad Samin – Chief Executive Chaired the meeting.

RESOLVED THAT

To purchase of back-office software from MICROLINKS, a reputable software provider known for its cutting-edge solutions tailored to our business needs. After careful consideration and evaluation, I recommend the approval of this purchase to enhance our operational efficiency and streamline our back-office processes.

FURTHER RESOLVED that common seal of the Company be affixed on the certified true copy of this Resolution and be furnished to the Bank for its record.

CERTIFIED TRUE COPY

For and on behalf of Company

M/s. Sherman Securities Pvt Limited


Chief Executive Officer

Sherman Securities (Pvt.) Ltd.

TRAC Holder Pakistan Stock Exchange Limited
Registered Broker Securities & Exchange Commission of Pakistan

Corporate Office: 501-502, 5th Floor,
Continental Trade Centre, G/6,
Block-8, Main Clifton Road, Karachi.
Tel: (92-21) 35302931-29
Fax: (92-21) 35302930

Stock Exchange: Room No. 124,
3rd Floor, Pakistan Stock Exchange
Karachi-74000 Pakistan
Tel: (92-21) 32426002-5, 32422649-52
Fax: (92-21) 32417472

SUPPORT & MAINTENANCE AGREEMENT

BETWEEN

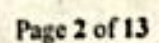
Microlinks (Pvt) Ltd.

And

Sherman Securities Private Limited

Dated [July 01, 2022]

Karachi



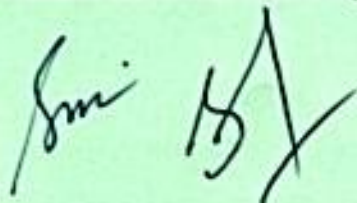
- SSPL is a registered TREC Holder of the Stock Exchange and is registered as Broker with the SECP and is authorised to act as a broker for trading on the PSX.
- Microlinks has already deployed a back-office processing software called 'S.E.A.M.S.' (referred to as the "Software"), at SSPL. The purpose of S.E.A.M.S Software is to provide recording, settlement and back-office support for the transactions executed by SSPL and its customers.
- Microlinks has been supplying support, maintenance and ancillary services related to the Software to SSPL from 1-July-2022 onwards, which is hereby acknowledged and accepted by SSPL.
- Both Parties now wish to formalise their arrangement inter se with respect to the service being provided by Microlinks, and therefore, the Parties hereby agree to enter into this Agreement to formally document their understanding under which SSPL shall seek services from Microlinks upon the terms and conditions set forth herein below.

NOWHEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as under:

ARTICLE 1 - DEFINITIONS

In this Agreement (including the recitals), all capitalized terms shall have the following meanings assigned to them:

- "Customisation" means any and all changes and additions made to the Software. This could involve structural and/or algorithmic changes to the Software that improve or materially change the functionality by changes in system design or just simple developmental work and/or any minor GUI related amendments.
- "Source Code" means the compilation of statements, functions, loops, commands, declarations, stored procedures, views or any other data schemes of data bases written in a human-readable, computer programming language for the specific Software.
- "Updates" mean periodic update given to SSPL by Microlinks to improve or correct any minor faults or bugs in the Software. These do not include any Upgrades and/or Customisations that may be required due to any other change (including regulatory/statutory changes) that require changes to the structural/algorithmic design of the Software.
- "Upgrades" means new and advanced versions of the Software that may include new features, functions or designs that significantly improve performance, utility, efficiency and operative capabilities of the Software. Any and all major changes and changes which are required due to regulatory and related third party software/hardware and/or changes which require alteration to the structural/algorithm design of the Software will be done by way of Upgrades only.
- "IPR" means the Intellectual Property Rights.



ARTICLE 2- SERVICES

1. In consideration of the benefits and fee detailed in this Agreement, Microlinks shall provide Maintenance Services (as defined below) to SSPL to the best of its ability and in accordance with the specifications detailed in this Agreement.

ARTICLE 3- SCOPE OF MAINTENANCE SERVICES

2. Microlinks will provide the Corrective Maintenance Services (CMS) as well as Preventive Maintenance Services (PMS) (collectively referred to as "Maintenance Services") for Software installed and operative at SSPL.
3. PMS shall be performed on the Software in a manner which would ensure that it is free from all bugs and defects and to ascertain how any enhancements, modifications or updates can help SSPL in improving the performance, utility and efficiency of the Software. Correction of such faults and bugs and implementation of enhancements, modifications and Updates will be carried out by Microlinks as a part of this Agreement, but only after approval from SSPL.
4. CMS shall be performed on the Software installed by SSPL, and CMS activity shall involve assistance and resolution to technical or operational issues of the Software, assistance in identifying and determining the causes of suspected errors or malfunctions in the Software, necessary repairs, detours and/or corrections to the coding and algorithmic design of the Software, information on errors previously identified by SSPL and reported to Microlinks and resolution of any bugs or defects that might arise in the Software.
5. CMS shall be provided on an ad hoc basis by Microlinks, and the necessary CMS shall be provided to SSPL within the response time(s) as identified in Clause 16 (subject to normal working hours of Microlinks and gazetted public holidays) from the lodging of complaint by SSPL. The normal working hours of Microlinks are 9:00 AM to 6:00 PM Monday to Friday. Such support shall include consultation on the operational working and utilization of the Software.
6. Request for CMS and emergency calls may be registered through the communication channels as provided in Clause 17 below. In such circumstances, Microlinks shall ensure that the error or fault is rectified and the Software is corrected and brought back to satisfactory conditions as per the timeframes defined in Clause 16 below.
7. It is clarified that all corrections and rectifications to Software level issues, troubleshooting, bug fixes, patches and updates and all other required corrective measures are included and encapsulated as a CMS activity under this Agreement.
8. Additionally, Microlinks shall also be responsible for assistance and resolution to technical or operational issues of the Software, assistance in identifying and determining the causes of suspected errors or malfunctions of the Software, resolution of any bugs or defects that might arise in the Software. Microlinks shall advise on detours or workarounds for identified errors or malfunctions.
9. Microlinks shall ensure that proper and adequate arrangements are made by it to fulfil its contractual obligations under this Agreement and that no obligation of Microlinks is delayed or remains unfulfilled.

10. Microlinks shall ensure its best resources are deployed to provide the Services to the SSPL in terms of this Agreement, and all Maintenance Services are provided with utmost efficiency and effectiveness. Microlinks may provide On-Site support if diagnostics or troubleshooting from a remote vendor location is not possible due to any reason whatsoever.
11. Microlinks, while performing the Maintenance Services shall be bound to comply with and adhere to all safety rules and regulations enforced by SSPL.
12. Microlinks shall be liable for the maintenance of discipline and safety of its staff and personnel while performing the Maintenance Services and also while any of its staff or personnel are present at any locations of SSPL.
13. It is hereby clarified that the Maintenance Services will include resolution of all compatibility issues between the Software and the existing IT infrastructure of SSPL, and therefore, if the Software malfunctions due to its incompatibility with the existing IT infrastructure (including other softwares and solutions installed at SSPL) of SSPL, such faults will be rectified and corrected by Microlinks at its own cost.
14. Notwithstanding anything contained to the contrary above, Microlinks shall not be liable to ensure (as a part of the Maintenance Services) that the Software remains compatible with any new IT infrastructure or architecture or any new or additional software systems which may be acquired by SSPL from time to time. Microlinks shall resolve such compatibility issues due to such changes in IT infrastructure of SSPL as a part of Customisations and/or Upgrades as envisaged below.
15. Microlinks shall carry and bring their own maintenance kit and all other requisite materials, kits, equipment, computers, and apparatus required to perform their Maintenance Services. SSPL shall not be responsible to provide any such maintenance equipment, materials, computers or kits to Microlinks. However, SSPL shall provide adequate working space, communication and other facilities as may be reasonably required by the staff and personnel of Microlinks if such Maintenance Services are being performed at the premises of SSPL.
16. Response/Resolution 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 normal working business hours & days MICROLINKS shall endeavour to resolve within one (1) hour; or
 - Level Two Response
Where a fault occurs such that an option is not operational but a workaround is available and is causing significant user inconvenience then; during normal working business hours MICROLINKS shall resolve within three (3) hours; 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; during normal business hours MICROLINKS shall resolve within three (3) working days.
17. Communication Channels:
- The following communication channels are available

- **Email**

There is a mailbox support@microlinks.com.pk for persons to report problems. These messages go directly to the Support Team mailboxes. This is our preferred mode of communication.

- **Voice**

The Call system allows help desk personnel to answer incoming calls when logged in.

Note: Email is mandatory for compliance purpose for making any service request.

18. Hours of Coverage:

The Help Desk is available for reporting problems as detailed in Clause 5 above. SSPL may contact the Help Desk about their issues and general consultation.

In case of any Upgrade which is of critical nature impacting the functioning and operations of SSPL, Microlinks will extend support without limitation of coverage hours.

19. Client POC:

The following table defines Client POC (point of contacts) for communicating and raising incidents:

| POC | Name | Contact Information |
|---------|------------------|---------------------|
| Main | Muhammad Sumair | Compliance Officer |
| Manager | Adeel Ahmed Khan | I.T Manager |

Microlinks support team will only accept incidents raised by the above list. Changes to the above list need to be communicated in writing to Microlinks team support Manager.

20. Escalation

While Microlinks support team will support the client in a timely manner and in the best possible way, if the client wishes to escalate on a certain issue, the following procedure need to be followed:

1. Escalate to the contact person in the order mentioned in the following table; please start escalation at L1 and moving up in the levels (if the issue does not get resolved).
2. The incident number needs to be referenced when communicating the escalation.

| Escalation Level | Position | Name |
|------------------|------------------|---|
| L1 | Account Manager | Support Tel: # 32627313- 32637313-34397313 1) Tahir Hanif tahir.hanif@microlinks.com.pk 0309-6667313 2) Muhammad Danish m.danish@microlinks.com.pk 0302-8727313 CC(s) support@microlinks.com.pk |
| L2 | Senior Executive | Muhammad Anas Contact # 0308-2227313 anas.gul@microlinks.com.pk |

Microlinks support team will inform the client in writing for any changes on the above lists.

*NOTE: Availability is defined in hours of coverage, response time & escalations. Cell phone numbers are not to be used during working hours unless specified in this section.

21. Responsibilities of those Making a Request:

Whenever possible, clients should contact the help desk while in front of the affected module/screen. SSPL may be asked to provide the following information when making a request.

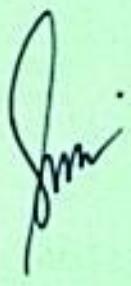
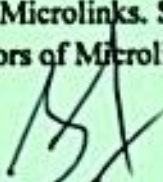
1. Application details
2. User Log on details
3. Full description of problem(s)
4. Full description of error message(s)
5. Screen shot

All messages requiring action (and follow-up) are logged to our database. Requests for work will be scheduled according to an assigned priority and availability of staff resources.

22. The Maintenance Services provided under this Agreement does not included:

- Repair required due to errors caused by illegal tampering of the Software or attempted alteration to the codified design and algorithmic structure of the Software by unauthorized individuals.
- Maintenance and repairs of softwares or equipment not owned or developed by Microlinks;
- Resolution of any compatibility issues of the Software due to changes in IT infrastructure of SSPL or due to acquisition of any new softwares or portals by SSPL from time to time.
- Configuration, management and troubleshooting of any third-party software which is implemented after the Software was made to go-live.
- Backup or recovery of any data held on the server of SSPL.
- Adding and maintaining user accounts in the system or any kind of data entry.
- Providing consultancy on services which are not covered under this Agreement.
- Reconciliation of any kind of data mismatch occurred due to:
- User's operational mistakes or malpractices.
- Exchange/custodian/clearing house delays or malfunctions.
- Re-training of already running component to new staff of SSPL only, i.e., those employees who were not in employment of SSPL at the date of execution of this Agreement. This does not include the staff of Microlinks whose training is Microlinks' own sole responsibility.

ARTICLE 4- COSTS

- 
23. SSPL shall pay Microlinks consideration for the Maintenance Services to be rendered as per the details given in Appendix I.
 24. All payments to be made by SSPL will be vide a crossed cheque and be subject to deduction of applicable with-holding and sales tax from time to time.
 25. The personnel employed for the purpose of this Agreement shall be Microlinks own employees and they shall have no claim of any kind towards SSPL under any circumstances whatsoever, including any injury whilst performing Services contemplated under this Agreement.
 26. Payment of all salaries, bonuses, expenses, out of pocket expenses etc. to its employees and personnel shall be the sole obligation of Microlinks. SSPL shall not be liable for any payment to employees, personnel or contractors of Microlinks for any reason whatsoever.
- 

27. The consideration payable by SSPL to Microlinks is subject to escalation on an annual (year on year) basis in accordance with the provisions of Appendix I attached hereto.

ARTICLE 5- OWNERSHIP & LICENSE OF THE SOFTWARE

28. Nothing contained in this Agreement shall have any impact whatsoever on the ownership and IPR rights of the Software, which shall continue to rest with Microlinks as the developer of the Software.
29. Similarly, nothing contained in this Agreement shall have any impact whatsoever on the Software license or SSPL's rights as the licensee of the Software. Similarly, nothing contained in this Agreement shall restrict or curtail the rights of SSPL to develop (either through its own efforts or in collaboration with its associates, subsidiaries or another IT company or developer) a software or solution which is similar in nature, functionality and operational ability to that of the Software without infringement of any IPR of Microlinks.
30. The terms of the clauses 28 and 29 contained in this Article 5 shall survive the termination and/or expiry of this Agreement.

ARTICLE 6- REPRESENTATIONS & WARRANTIES

31. Each Party represents and warrants that it is incorporated under the applicable laws, validity existing and in good standing under the laws of its jurisdictions, with full legal power and authority to conduct its business as it is now being conducted, to own or use the properties, copyrights, solutions, IPR or assets that it purports to own or use, and to perform all of its obligations under the Agreement.
32. Microlinks shall comply with all applicable laws, rules and regulations in the conduct of its business and shall procure all licenses, authorizations and approvals necessary or advisable in order to offer the Maintenance Services as well as to otherwise permit it to lawfully perform its obligations under the Agreement.
33. Microlinks hereby confirms and undertakes that the Maintenance Services to be rendered by it under this Agreement shall be to the best of its ability and reasonably free from any material error.
34. Neither Party shall not issue any press release(s) or advertising material related to the other Party without the prior written consent of the other Party and in the event of breach of this clause, the non-breaching Party would be entitled compensation / damages under law with and/or without the court of law.
35. Each Party represents and warrants that it has complied with and is not in default in any material respect of any legal requirement which could materially and adversely affect its ability to enter into the Agreement and/or to perform all of such Party's duties and obligations hereunder.
36. Both Parties agree to maintain contact and communication to enable Microlinks to fulfil its obligations under this Agreement.
37. Neither Party shall not do, nor represent itself as having the authority to do, any of the following:
- a. Issue or disseminate any material in connection with this agreement without the prior written approval of the other Party.

- b. Make any agreement with any persons or entities on behalf of the other Party.
- c. Institutes, prosecute, defend or maintain any legal proceedings on behalf of the other Party without the prior written consent of the other Party.
- d. Hold it out as a representative of the other Party for any matter or for any purpose unless agreed to in writing.
- e. Issue, utter, write or otherwise make any presentation, statement, promise or warranty in any advertising or promotional material with respect to the other Party or its business without prior written approval.
- f. Engage any attorney to represent the other Party for any purpose whatsoever without prior written approval.

ARTICLE 7- FORCED MAJEURE

38. Neither Party shall not be liable for any delay in performance with respect to any of its obligation hereunder when such delay is directly or indirectly caused by an event of forced majeure such as acts of God, fire, accident, war, govt. interference or any act of any Govt. or any agency or any other event beyond its reasonable control.

ARTICLE 8- CONFIDENTIALITY

39. Service Provider 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 provided by either party to the other during the course of this Agreement without written consent from the other Party.
40. The restrictions contained in this Article shall not be applicable if the disclosure of such confidential information is required by any regulatory or supervisory authority or under any law or order of a Court of competent jurisdiction.
41. Considering the sensitive nature of the business of SSPL, Microlinks shall ensure that at all times the data pertaining to clients of SSPL is kept confidential and is not proliferated or disclosed to any party or person under any circumstances whatsoever.
42. This Article 8 shall survive the expiry and/or termination of this Agreement.

ARTICLE 9- UPDATES, UPGRADES & SOURCE CODE

43. SSPL shall not reverse compile, decompile, reverse engineer or reverse assemble the Source Code of the Software in whole or in part and shall not do any other thing to produce the Software Source Code or any other code that can be read by a programmer.
44. The protected Source Code will be the property of Microlinks at all times, and Microlinks shall not be under any obligation to disclose, share or provide the Source Code of the Software to SSPL under this Agreement or for any other reason whatsoever.
45. Microlinks may, at its own initiative and discretion, issue Updates to the Software from time to time. Such Updates will be provided free of cost to SSPL and shall become a part of the Software.

46. Any Upgrades to the Software will have to be purchased by SSPL at a cost prescribed by Microlinks. If any Upgrade is purchased, then it shall become a part of the Software and will be subject to the provisions of this Agreement. If SSPL does not wish to purchase the Upgrade, then it may continue to use the old version of the Software as per its desire.
47. It is hereby clarified that any changes which may be required to the Software due to technological advancements or due to compatibility issues with third party systems, software or hardware will be effectuated only vide an Upgrade and the cost of the same shall be borne solely by SSPL, PROVIDED HOWEVER that Microlinks may suspend support services and/or Updates to obsolete version of the Software due to passage of time and technological changes when deemed appropriate to Microlinks.
48. In case any bespoke changes or Customizations are requested by SSPL, both Parties shall agree to such changes and the charges payable by SSPL for such Customizations in writing before commencement of the work by Microlinks.

ARTICLE 10- TERM & TERMINATION

49. This Agreement shall be deemed to have commenced from 1st July, 2022, and shall continue to remain valid for a period of 3 (three) years therefrom. Subsequently, the Agreement may be extended in writing upon mutual consent of both Parties.
50. Both Parties have a right to a right to terminate this Agreement without cause by giving a 90 days' notice to the other Party. Upon such termination without cause, both Parties shall settle their respective dues and outstanding on the effect day of termination.
51. This Agreement can be terminated immediately without liability and upon discretion of the terminating Party upon occurrence of any of the following events in regard to the Party (s):
- i. The liquidation, merger or dissolution of all or a substantial portion of the other Party's business;
 - ii. The making of an assignment for the benefit of creditors of the other Party;
 - iii. The institution of any proceeding by or against the other Party; (a) seeking to adjudicate it bankrupt or insolvent, or (b) seeking liquidation, winding up, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors;
 - iv. The institution of any proceeding by or against the other Party seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part.
 - v. The other Party has a liquidator or trustee appointed over its affairs and such appointment is not terminated and discharge within thirty (30) days of such appointment; or
 - vi. The other Party or any of its authorized representative, agent, directors, sponsors or employee is found to have done any act and or representations and is found to have committed an act which is contrary to the Agreement and/or code of conduct, business norms and policy(ies)..
 - vii. The other Party is in default of its commitments made detailed under this Agreement, or fail to fulfil any of its obligations under this Agreement.

ARTICLE 11- DISPUTE RESOLUTION

52. All disputes arising out this agreement shall be settled promptly by negotiations and friendly discussions between the Parties. If a dispute cannot be amicably settled within three months of the date on which the dispute arises, it will finally be settled by arbitration. the Arbitration shall be settled by two arbitrators, with each Party nominating one arbitrator, and in the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire to be nominated by the two arbitrators before the commencement of the reference. The arbitration shall be held under the Arbitration Act of 1940 and the Award of the Arbitrator, or of the umpire, as the case may be, shall be binding upon both the Parties. The venue of arbitration shall be Karachi.
53. The award of arbitration will be filed in any court having jurisdiction over the matter for judicial acceptance and order for enforcement of the arbitration decision, as the case may be.

ARTICLE 12- PARTNERSHIP

54. This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between the Parties or a contract between principal and agent and there shall be no relationship of employer-employee or principal -agent between Microlinks and SSPL.

ARTICLE 13- OTHER TERMS

55. This Agreement supersedes all previous agreements, arrangements, contracts and understandings between the two Parties, whether written or verbal.
56. Both Parties agree to bear their own tax expenses and liabilities arising out of the Agreement. The stamp duty applicable on this Agreement shall be payable by SSPL.
57. This Agreement may be modified only by a writing signed by both Parties to this Agreement. Such modification shall not be deemed as a cancellation of this Agreement.
58. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained.
59. No Party may assign any of its rights and obligations under this Agreement without the prior written consent of the other Party, and any purported assignment without such consent shall be void.
60. This Agreement and all of the provisions hereof shall apply to, be binding upon and be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns (if any). Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.
61. Microlinks agrees to provide full co-operation to SSPL in the situations where SSPL is called upon for any statutory audit and would assist SSPL in addressing any and all queries relating to the Software as asked by the auditor.

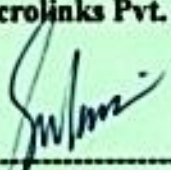
62. Microlinks shall limit their services to those services expressly set forth herein and related thereto.
63. Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing at the address of each Party as given above. Any such notice or other communication shall be deemed to have been duly given or made as follows:
- If sent by personal delivery, upon receipt at the address or fax number of relevant Party;
 - If sent by first class post or courier, upon delivery to the addressee.
64. Each Party shall be solely responsible for, and without any resource to the other Party, any costs or expenses incurred in the conduct of its business, performance of its obligations under this Agreement and any other expense not specifically addressed by this Agreement.
65. It is hereby agreed and understood that Microlinks is being appointed on a non-exclusive basis and SSPL shall be entitled to enter into similar agreements with any other party(ies) (including its subsidiary/associated entities) it so deems fit PROVIDED THAT no other service provider will be engaged by SSPL to undertake any modification, iteration, maintenance or alteration of the Software under any circumstances whatsoever.
66. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

ARTICLE 14- GOVERNING LAW

67. This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. Any court of competent jurisdiction in Pakistan shall have non-exclusive jurisdiction to entertain all suits/cases and other matters arising out of or under this Agreement and the Parties submit to such jurisdiction of the courts of Islamic Republic of Pakistan for any matters arising out of or under this Agreement.

IN WITNESSES WHEREOF the Parties set their respective hands before the witnesses here at Karachi, the day, month, and the year first above mentioned.

For and on behalf of
Microlinks Pvt. Limited


Name: Muhammad Shahzad

Designation: Chief Executive Officer



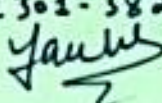
For and on Behalf of
Sherman Securities (Pvt.) Limited


Name: Muhammad Samin

Designation: Chief Executive Officer



Witnesses To the Agreement

1. Name MUHAMMAD FARHAN
CNIC # 42301-3829619-5
Signature 

2. Name HAFIZ TAHIR HANIF
CNIC # 42101-3962300-9
Signature 