

Muhammad Asaj Baig Stamp Vendor  
Lic. No. 323, 178-H Behind Jacob Line  
KARACHI.

S. No. 5340 DATE 20 FEB 2006

ISSUED TO WITH ADDRESS MR. Finex Securities Ltd

THROUGH WITH ADDRESS MR. Karachi

PURPOSE Karachi

FACE VALUE AS 100/- (ATTACHED)

POSTAGE VENDOR'S SIGNATURE [Signature]

### Agreement for Supply of Software

THIS AGREEMENT made as of February 20, 2006 between Softech Systems (Pvt.) Ltd. (herein referred to as "Softech"), a company incorporated under the Companies' Ordinance, 1984 and having its registered office at 2<sup>nd</sup> Floor, Mustafa Center, 45-F, Main Market, Gulberg II Lahore-54660, Pakistan

-and-

16/1  
Finex Securities Limited (wholly owned subsidiary of First International Investment Bank Limited (herein referred to as "the Client"), a company incorporated under the Companies' Ordinance, 1984 and having its registered office at 7<sup>th</sup> Floor, Nacon House, MDM Wafai Road, Karachi, Pakistan.

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

#### Whereas:

- A. Softech is involved in the development of software and specialises in customising software for its clients. Softech has also developed and owns the BackConnect (defined below) business software and the Client wishes to acquire an irrevocable license to use the same;
- B. The license to use the software relates only to the BackConnect base product (herein referred to as the "Software") and not to any Enhancements in the form of separate, customized modules implemented by Softech after the delivery of the BackConnect base product. However, the Client may also desire Softech to develop software modules that shall be used by it in addition to the Software provided; and
- C. Softech has agreed inter alia, to provide installation, training, Documentation, (defined below) application enhancements, and project management services to the Client in connection with the Software;

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NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### DEFINITIONS

When used in this Agreement and in each Appendix issued hereunder, the capitalized terms listed below shall have the following meanings:

“BACKCONNECT” means the software system as per the proposal submitted to the Client

“BASIC ENHANCEMENTS” means minor modifications, amendments and changes made by Softech, not being Enhancements or Major Modifications, in relation to the Software, to bring it in line with the Client’s requirements mainly to incorporate changing market trends and legal requirements. Such modifications may also be made upon the recommendation of Softech should the Client feel that it would be more beneficial for it in terms of usage of the Software.

“DOCUMENTATION” means user manuals including but not limited to the administration manual and other written materials that relate to the Code, including materials useful for design (e.g., logic manuals, flow charts, and principles of operation). Documentation shall also include Documentation relating to any Software Changes created by Softech from time to time when added to the Documentation.

“ENHANCEMENTS” means any changes, modifications or additions, other than Maintenance Modifications, Major Modifications and Basic Enhancements including changes to the Code and related Documentation, including all new Releases that improve or materially change the functions, add new functions, or significantly improve performance, utility, efficiency and functionality by changes in system design or coding.

Both the parties agree to the terms and conditions as follows:

#### 1 RULES OF INTERPRETATION

In this Agreement unless the contrary intention appears:

1. A reference to an article or schedule is a reference to an article of or a schedule to this Agreement
2. A reference to this Agreement or another instrument includes any variation or replacement of either of them;
3. The singular includes the plural and vice versa;
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.
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.
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.
7. The Annexures hereof shall form an integral part of this Agreement.

#### 2 SCOPE OF SERVICES

Both Parties may support each other in realization and implementation of the BackConnect Product. However, Softech has the sole obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all product implementation work to be carried out by Softech hereunder unless otherwise provided herein.

#### 3 IMPLEMENTATION

The design, development, implementation and installation activities for the Software will follow in line with the project plan agreed with the client. The project plan lists the set of activities to be performed by Softech and Client in order to implement the product. This is provided to the client before the commencement of the implementation at client site.

After the complete implementation of the software the Client shall have two months to perform an acceptance test and confirm that the Software is operational or that certain Software features are not working properly. In such a situation Softech shall immediately

identify a date by which the defect or problem can be corrected or advise the Client that there is not a defect or problem.

The Client after the completion of initial implementation 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.

#### 4 ENHANCEMENT

Softech may from time to time incorporate enhancements (in order to improve the functionality or add new features to the existing modules) into the Software at its own discretion. Softech shall provide copies of such enhancements to the Client free of cost providing that the Client has signed the annual maintenance contract.

Softech may, from time to time, issue major enhancements (defined as design and development of new modules, different from the existing modules, with extensive new business features) to the Software and in such event, Softech shall apprise the Client of such major modification and the price and terms and conditions to acquire and maintain the right to use such major modifications.

#### 5 TRAINING

1. Softech shall provide the Client training on the usage of the Software. The Client shall nominate one person to the BackConnect Product Implementation who shall be responsible to assist Softech in the development, installation and implementation of the Software at Client site.
2. Staff technical training: Client will assign atleast one full-time 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.
3. Staff operational training: Client will assign operational staff that will be trained on the system usage and its features.
4. Softech hereby agrees to provide the Client with relevant user documentation for the smooth operation and usage of the system.

#### 6 OWNERSHIP RIGHTS

1. Softech acknowledges that Client has paid in full as per agreement to acquire a license to deploy the Software and Softech has granted the Client a non-exclusive and non-transferable license to use the Software and related material for its own use only.
2. 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.

#### 7 SOFTWARE PRICING

The Software product is priced according to the various components that the Client intends to implement. The Software configuration requested by the Client has the following modules / Reports:

- ◆ Equity Module
- ◆ Custody Module
- ◆ General Ledger
- ◆ Authority Management and Audit Trail System
- ◆ Client Trading Terminal with KSE straight-through processing capability
  - ◆ Client Real-Time Trading Terminal
  - ◆ Risk Management System
  - ◆ KSE Feed/Message Server
  - ◆ KSE GW Server
- ◆ LSE-KSE Interconnect Module with Centralized Risk Management System



The Software pricing for the requested client configuration above is attached as Appendix A hereunder.

#### 8 PAYMENT SCHEDULE

- ◆ 50% advance upon signing of the contract
- ◆ 30% on delivery
- ◆ 20% two month from date of delivery

#### 9 ANNUAL MAINTENANCE

Softech will charge a lump sum annual maintenance fee of Rs. 360,000 per year after expiry of the warranty period. The maintenance fee is 10% of the cost of total products (Rs 1.6 mn and Rs 2.0 mn) sold to First International Investment Bank Limited for LSE & Finex Securities Limited for KSE respectively. The maintenance contract includes base product license of Back Connect, STP Trading System, and LSE-KSE Interconnect module provided to Finex and Interbank for KSE & LSE.

- ◆ Softech does continuous product research and stays alert to any change to capital market business rules that impact brokerage business and hence performs product enhancement on continuous basis.
- ◆ Softech will provide technical assistance to Client to diagnose issues/problems faced during regular operations on live system.
- ◆ Softech will assist Client in testing new releases and promoting to live system.
- ◆ Softech will provide updated documentation with each release.
- ◆ As a part of the maintenance agreement Softech will provide upgrades, including bug fixes, and new features at Softech discretion free of cost.
- ◆ The maintenance agreement doesn't include enhancements or new functionality requested by Client, for which a separate proposal will be submitted.
- ◆ Any major upgrades (new modules or extensive enhancements to the software) carried out by Softech. The Client will be informed of the new modules and any new features and their cost, as these are made available in the product.
- ◆ Any new version or change that Softech may provide as part of the maintenance agreement or as a modification on an additional payment made by the Client.

#### 10 PAYMENT TERMS FOR ANNUAL MAINTENANCE

100% within two weeks of the start of the maintenance period

#### 11 GENERAL TERMS AND CONDITIONS

- ◆ The product price is for the modules mentioned in section 7 above.
- ◆ Any customization is chargeable on time and material basis.
- ◆ The Client acceptance-testing period for the system is 2 month from date of delivery.
- ◆ The warranty period is 6 months from date of delivery.
- ◆ The warranty period covers free phone/fax/email support, and bug fixes.
- ◆ Member will bear cost of air traveling, boarding/lodging and Rs. 1000 per day as out of pocket expenses for any out of city visits.
- ◆ Any runtime tools (such as operating system, database, other required tools etc.) will be the responsibility of Client, and is not part of the cost of the application.

#### 12 TEST SERVER

The Client will setup Software Test Server and provide online access to Softech for diagnosis and troubleshooting.

The Client shall set-up a test machine that shall be physically present at the Client's premises with Softech having remote access to it. 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.

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**13 CONFIDENTIALITY**

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.

The Confidential Information is the property of the party providing the same and if possible, shall be returned to the other party or if permitted copies exist, destroyed upon termination of this Agreement.

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 [one year] after the termination of this Agreement.

**14 NON COMPETE**

Both parties agree that it will not, either directly or indirectly or through a third party, solicit any programmers/consultants introduced or exposed to it, by each other, for a period of 2 years after submission or completion of a contract (whichever is longer).

**15 ASSIGNMENT**

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.

**16 TAXES**

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

**17 NOTICE**

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.

**18 ENTIRE AGREEMENT**

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.

**19 DISPUTE RESOLUTION**

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 in accordance with the Arbitration Act 1940 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.

**20 GOOD FAITH**

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.

**21 SEVERANCE**

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

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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.

22 BINDING EFFECT

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.

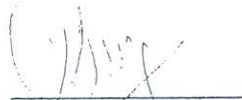
23 AUTHORITY

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.

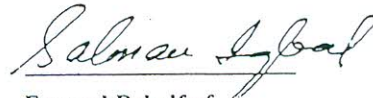
24 CHOICE OF LAW

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.





For and Behalf of  
Finex Securities Limited  
(Ali. A. Shirazee, CEO)





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

Witness

1)   
Rizwan Khatun  
CNIC # 35201-7000395-3

1)   
Faizal Sarwar  
CNIC # 35202-2390603-3

2)   
SYED FARHAN  
CNIC # 42101-9776357-1

(2) \*   
Faizal Sarwar  
35202-2949270-1

**Appendix A  
Product Pricing**

|  |  |
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| Base Product License (Application Components)  | <ul style="list-style-type: none"> <li>◆ Equity Module</li> <li>◆ COT Module</li> <li>◆ Custody Module</li> <li>◆ General Ledger</li> <li>◆ Authority Management and Audit Trail System</li> </ul> |
| <b>1. Base Product License Cost</b>  |  |
| KSE STP Trading System   | <ul style="list-style-type: none"> <li>◆ Client Real-Time Trading Terminal</li> <li>◆ Risk Management System</li> <li>◆ KSE Feed/Message Server</li> <li>◆ KSE GW Server</li> </ul>                |
| <b>2. KSE STP Trading System Cost</b>  |  |
| <b>3. LSE-KSE Interconnect Module with centralized risk management</b>   |  |
| 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   |
| <b>4. Implementation Services:</b>   |  |
| <ul style="list-style-type: none"> <li>◆ Implementation and Onsite Support during Setup Phase</li> <li>◆ Technical and System Administration Training</li> <li>◆ Application Training</li> <li>◆ Documentation</li> <li>◆ Test Support (Reconciliation on Live Data)</li> <li>◆ Business Analysis Support (Validate with client the business process implemented in the product)</li> <li>◆ Porting opening balance</li> </ul> |  |
| Data porting (if required)   | Separate effort estimate will be provided  |
| Opening balance based approach   | Porting will be charged on time and material basis   |
| <b>Total Cost (1+2+3+4)</b>  | <b>Rs. 2,000,000</b>   |
| <b>Annual Maintenance Cost</b><br>(after the warranty period) includes free updates released by Softech<br>The maintenance fee is 10% of the cost of total products (Rs 1.6 mn and Rs 2.0 mn) sold to Interbank for LSE & Finex for KSE respectively.  | <b>Rs. 360,000</b>   |

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