

The Agreement

The Parties

Pakistan Mobile Communications Limited a company duly incorporated and registered under the Companies Ordinance 1984 and having its registered office at DHQ-1 F-8 Markaz Kohistan Road , Islamabad, Pakistan (hereinafter referred to as the “PMCL”, “us”, “our”) and the Customer, (being an entity subscribing to PMCL for the provision of Cloud services) agree that by accessing PMCL cloud services, you (hereinafter referred to as “The Customer”, “you” and “your”) accept, without limitation or qualification, the terms and conditions contained within this agreement.

1. TERM OF THE AGREEMENT

- 1.1. The Term of this Agreement is for a period of one year (1) commencing from the date of signing this Agreement (hereinafter referred to as “Effective Date”) (hereinafter referred to as “Term”) and may be renewed for a further term of one (1) year with the mutual written consent of the Parties, unless terminated earlier in accordance with the terms of this Agreement.

2. DEFINITIONS

In this Agreement the following words and expressions shall have the meanings herein assigned to them unless the context otherwise requires:

- 2.1. “**Agreement**” means this Agreement entered into between PMCL and the Client, together with its Annexure(s), valid amendment(s) (if any), supplementary agreements and succeeding amendments thereto, all of which form an integral part of this Agreement;
- 2.2. “**Affiliate**” means an entity which, at the time in question, directly or indirectly controls or is controlled by, or is under common control. The word “control” (including the word “controlling”, “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of an entity or the composition of its board of directors or equivalent body, whether through the ownership of shares, by contract, or otherwise;
- 2.3. “**Annexure(s)**” shall mean a document(s) attached to this Agreement. The Annexure(s) shall be subject to the terms and conditions of this Agreement;
- 2.4. “**Applicable Law**” means any statute, ordinance, code or other law, including regulations under them and any code of practice, membership rules or standards issued by relevant regulators, whether or not having the force of law, applicable to this Agreement, the Confidential Information, the provision of the Services and/or any other obligations performed under this Agreement and including laws, regulations and guidelines relating to labour and employment. The definition of “Applicable Law” shall include Compliance Provisions, Data Protection Laws and Export Control Regulations and Confidentiality;
- 2.5. “**APIs**” shall mean refers to a set of protocols and tools that allow different software systems to communicate and exchange data.;
- 2.6. “**Business Day(s)**” means a day on which business operates during the hours of 0900 and 1800, for the transaction of general business;
- 2.7. “**Confidential Information**” shall mean technical, financial and commercial information and data relating to a Party's or its Affiliate's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, Company names and other technical, financial or commercial information and intellectual properties, whether in tangible or in intangible form;
- 2.8. “**Customer**” the entity entering into this agreement with PMCL for the subscription of the TibbIT solution as described herein
- 2.9. “**Data Protection Law**” means all extant legal statutes, regulations and rules governing the processing of personal data. This definition extends to all relevant directives, codes of conduct,

recommendations, guidelines, decisions or guidance issued by government bodies, government agencies or regulators. It pertains to the existing laws and regulations as well as any future amendments or substitutions thereto;

- 2.10. **“Day”, “Week”, “Month”, and “Year”** shall mean a calendar day, week, month and year (respectively) according to the Gregorian calendar;
- 2.11. **“Effective Date”** shall mean the date on which the Agreement becomes effective under Clause 1 of this Agreement;
- 2.12. **“Executed Proposal”** refers to a formal document outlining any additional requirements, customizations, and discounts beyond the standard packages offered
- 2.13. **“Fast Healthcare Interoperability Resources”** shall mean a standard by HL7 for electronic healthcare information exchange, using defined resources and APIs to enable efficient data sharing and interoperability between healthcare systems;
- 2.14. **“Force Majeure”** shall have the same meaning as explained and outlined in Clause 7 of this Agreement;
- 2.15. **“Intellectual Property Rights”** or **“IPRs”** shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets;
- 2.16. **“Maintenance Period”** means refers to the scheduled time frame during which the Provider performs routine maintenance, updates, and upgrades on the HMIS platform. During this period, the system may be partially or fully unavailable;
- 2.17. **“Personal Data”** means any information that relates to an identified or identifiable natural person - who can be identified, directly or indirectly, by reference to an identifier - such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 2.18. **“Response Time”** refer to the specific period agreed upon in the contract during which the HMIS provider commits to acknowledging, addressing, or resolving client inquiries, support requests, or technical issues reported by the customer
- 2.19. **“Software”** shall mean the TibBIT solution provided by the Provider, including all associated applications, programs, modules, source code, object code, algorithms, and documentation. This encompasses all updates, enhancements, and modifications thereto, as well as any related user interfaces and functionalities delivered to the Customer under this agreement;
- 2.20. **“Territory”** shall mean the Islamic Republic of Pakistan including Gilgit Baltistan and Azad Jammu & Kashmir;
- 2.21. **“Variations and Change Control”** shall mean changes and/or extensions to Supplies and/or changes to Scope of Work including updating of relevant Specifications, documentation, time schedule, delivery arrangement or documentation.

3. INTERPRETATIONS

- 3.1. Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice-versa.
- 3.2. Headings to clauses (hereinafter referred to as **“Clauses”**) in this Agreement and headings to sections (hereinafter referred to as **“Sections”**) in any Annexure(s) are for the purpose of identification only and shall not be construed as forming part of this Agreement. Unless the contrary is clearly expressed, references in this Agreement to Clauses or to sub-clauses are references to provisions within the main text of this Agreement, and references to Sections or to sub-sections are references to provisions within the Annexure(s) to this Agreement.
- 3.3. Reference to any statute or statutory provision, except where stated otherwise, includes any consolidation or re-enactment, modification or replacement of the same, any statute or

statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

- 3.4. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3.5. Any capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.

4. AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE.

- 4.1. The following documents shall constitute an Agreement between the Parties, and each shall be read and construed as an integral part of the Agreement:

Annex A: Standard Modules

Annex B: Commercial Terms

Annex C: Compliance Provisions

Annex D: Code of Conduct

Annex E: Data Protection

Annex F: Certificate of Incorporation

- 4.2. In the event of any material difference between this Agreement and its Annexures, the terms and conditions of this Agreement shall prevail. In the event of a material difference between the Annexures which prevents the implementation and execution of this Agreement, the Parties agree to settle it through amicable discussions, the conclusions whereof shall be stated in an amendment to this Agreement. As a general guideline, the order of precedence of documents shall be in the following order:

- a) This Agreement
- b) Service Level Agreement
- c) Self Service Portal Packages (<https://garajcloud.com/product-tibbit>)
- d) Executed Proposal (If any)
- e) Annexures to the Agreement

5. SERVICE LEVEL AGREEMENT

5.1. NETWORK AVAILABILITY

The Service Provider shall use commercially reasonable efforts to ensure that the Software is available 99.5% of the time during each calendar Month, with the exclusion of the scheduled Maintenance Period.

5.2. SERVICE RESPONSE TIME

The Service response time shall be as follows:

Severity	Response Time
Critical (Severity 1)	30 Min
Major (Severity 2)	1 Hour
Minor (Severity 3)	4 Hours
Cosmetic (Severity 4)	8 Hours

5.3. SECURITY

The Service Provider shall ensure that the following security measures and/or standards are, at all times, adhered to in the provision of the Services:

- The cloud infrastructure hosting the HMIS platform is in a Tier 3 data center facility with stringent physical security measures and robust infrastructure-level security protocols;
- The HMIS solution has been designed and implemented to comply with Fast Healthcare Interoperability Resources (“FHIR”) API standards, enabling seamless interoperability and data exchange with external systems and stakeholders;
- FHIR APIs are utilized to facilitate secure communication and integration of healthcare data, ensuring compatibility with industry-standard interoperability frameworks;
- The HMIS solution adheres to HL7 (Health Level 7) standard security protocols for the secure transmission, handling, and exchange of healthcare data;
- HL7 security standards, including HL7 v2.x and HL7 FHIR specifications, are incorporated into the system architecture to uphold data confidentiality, integrity, and authenticity during data exchange processes;
- Sensitive data stored within the HMIS solution's database is encrypted using industry-standard encryption algorithms, such as AES-256;
- Two-Factor Authentication (2FA) has been implemented as an additional security measure to enhance user authentication processes and prevent unauthorized access to the HMIS solution; and
- The HMIS solution employs Rule-Based Access Control (RBAC) mechanisms to govern access to healthcare data based on predefined rules and policies.

6. EXCLUSIONS

- 6.1. PMCL shall not be responsible for service disruptions or data breaches resulting from the misuse, negligence, or unauthorized actions of the client's personnel, including improper use of login credentials, failure to implement recommended security measures, or circumvention of access controls.
- 6.2. PMCL shall not be liable for disruptions, performance issues, or security breaches arising from third-party services, applications, or integrations used in conjunction with the HMIS solution. This includes any issues caused by third-party APIs, data exchange platforms, or external systems beyond the provider's control
- 6.3. PMCL shall not be held responsible for security breaches, data loss, or service interruptions resulting from unauthorized access attempts, cyberattacks, or malware infections originating from external sources. The client is responsible for implementing adequate cybersecurity measures to protect their systems and data.
- 6.4. PMCL shall not be liable for non-compliance with regulatory requirements or changes in healthcare regulations that impact the HMIS solution's functionality or data handling practices. The Client is responsible for ensuring compliance with Applicable Laws and regulations governing healthcare data privacy and security.
- 6.5. PMCL shall not be held accountable for service downtime or disruptions resulting from scheduled maintenance, upgrades, or system enhancements performed during agreed-upon maintenance windows. Reasonable efforts shall be made to minimize the impact on service availability and to provide advance notice to the client.
- 6.6. PMCL shall not be liable for issues arising from the client's failure to provide necessary cooperation, access, or resources required for the proper functioning of the HMIS solution. This includes delays in providing required information, failure to adhere to system requirements, or refusal to implement recommended changes or updates.
- 6.7. PMCL shall not be responsible for service degradation, performance issues, or system failures resulting from usage of the HMIS solution beyond its specified design limits or intended use

cases. This includes excessive data processing loads, concurrent user sessions, or resource-intensive operations that exceed the system's capabilities.

- 6.8. PMCL shall not be liable for any damages, losses, or expenses incurred by the client as a result of disputes, litigation, or legal proceedings involving third parties, including but not limited to intellectual property disputes, contractual disputes, or claims of infringement arising from the client's use of the HMIS solution.

7. FORCE MAJEURE

- 7.1. A Party shall be entitled to rely on a force majeure event (as defined below) affecting its contractors/employees/personnel provided that the following conditions are met and such Party complies with the notification and other obligations contained in hereunder ("**Affected Party**").
- 7.2. A force majeure event means any of the following events/instances;
- 29.2.1 Resulting in delay/failure or preventing the Affected Party to render any performance under this Agreement for a continuous period of not less than seven (7) days from the date of its occurrence and when such delay or failure is a direct result of any present or future statute, law, ordinance, regulation, order, failure to deliver on full or any part of its obligations, judgment or decree which include;
- (a) earthquake, flood, inundation, landslide, pandemic, natural catastrophes and other acts of God ;
 - (b) acts of Government (Federal or Provincial) in its sovereign capacity,
 - (c) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - (d) fire not attributable to any of the parties;
 - (e) acts of terrorism including explosions;
 - (f) countrywide strikes, civil commotion, boycotts, labour disruptions, war, riot, lock out, pandemic or any other industrial disturbances not arising on account of acts or omissions of any of the Parties.
- 7.3. To constitute a force majeure event, the impact/consequences of the force majeure event must: (a) be beyond the control of the Party claiming to be affected thereby; (b) prevent the Affected Party from performing or discharging its obligations under this Agreement; and (c) be of such a nature that the Affected Party cannot overcome or prevent it despite exercise of due care and diligence.
- 7.4. The failure of either Party to fulfill any of its obligations under this Agreement shall not be considered to be breach of or default under this Agreement insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out its obligations under this Agreement.
- 7.5. Force majeure events shall expressly not include the following events, except and to the extent that such events or circumstances occur directly as a consequence of a force majeure event: (a) late Proprietary and Confidential Information, delivery of machinery, equipment, materials, spare parts or consumables; or (b) a delay in the performance of any employee, personnel, or Client or Client's contractors (whether as a sub-contractor or otherwise) or abandonment of works or services by any of the foregoing.
- 7.6. As soon as practicable and in any case within seven (7) days of the date of occurrence of a force majeure event or the date of knowledge thereof, the Affected Party shall notify the other

Party of the force majeure event setting out, inter alia, in reasonable detail: (1) the nature and extent of the force majeure event; (2) the estimated force majeure Period; (3) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the force majeure event; (4) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the force majeure Event and to resume performance of such of its obligations affected thereby; and (5) any other relevant information concerning the force majeure event, and /or the rights and obligations of the Parties under this Agreement.

- 7.7. If, however, a circumstance of force majeure uninterruptedly continues for over a period of more than thirty (30) Days, PMCL shall have the right to terminate in writing this Agreement in its sole discretion with immediate effect.

8. WARRANTIES

- 8.1. Except as expressly mentioned in this Agreement, any and all warranties, terms, conditions or representations, express or implied, oral or written, statutory or otherwise arising by the operation of law are hereby expressly excluded.
- 8.2. In carrying out their respective obligations under this Agreement, the Client warrants, represents and undertakes that it shall comply with all Applicable Laws.
- 8.3. Notwithstanding anything to the contrary under this Agreement, the Client shall indemnify and hold harmless PMCL from and against any and all losses or fines incurred by PMCL or any of its Affiliates arising as a result of the Client's failure to comply with any Applicable Laws. The Client shall fully compensate PMCL for any and all damages (including documented costs, penalties and/or expenses, attorney's and other legal counsel's fees and expenses, lost profits, indirect, consequential, nominal and punitive damages, where applicable) incurred by PMCL as a result of the Client's failure to comply with Applicable Laws.

9. DEFAULT AND TERMINATION

- 9.1. Either Party (the "Non-Breaching Party") may terminate this Agreement upon the occurrence of a Material Breach by the other Party (the "Breaching Party") by giving a thirty (30) Days' written notice. For the purposes of this Agreement, a "Material Breach" shall mean a significant failure to perform any of the material terms, covenants, or conditions of this Agreement.
- 9.2. Notwithstanding anything herein contained, PMCL shall have the exclusive right to terminate this Agreement:
- a. Immediately and without serving any advance notice to the Client, in case the Client commits or is a party, directly or indirectly, to any illegal activity or action(s);
 - b. The Client commits a breach of this Agreement that is capable of remedy and not remedied within seven (07) Business Days after being requested to do so by PMCL; or
- 9.3. PMCL shall have an exclusive right to terminate this Agreement without assigning any reason by giving a thirty (30) Days' notice, in advance, to the Client.
- 9.4. The expiration or termination of this Agreement shall not affect or prejudice any provisions of this Agreement i.e. Governing Law and Dispute Resolution, Indemnity, Confidentiality and other similar provisions which are expressly or by implication provided to continue in effect after such expiration or termination.

10. INDEMNIFICATION AND LIABILITY

- 10.1. The Client shall fully and exclusively indemnify and hold harmless PMCL, as the context may require, its President, Directors, Member Offices, employees and other personnel from and against any and all actions, demands, claims, damages, liabilities, losses, financial and monetary expenses, losses, damages, penalties, suits and proceedings, whether direct or indirect, arising out of or in relation to: loss or damage to PMCL, breach of proprietary or Intellectual Property Rights, payable or unpaid taxes, duties etc., any disruption to existing utilities or Services, damage, personal injury, harm or death to persons or damage to property arising out of:
- a. any negligence or intentional act or omission by the Client or its employees, personnel, agents, contractors, etc. in connection with the Agreement; or
 - b. arising out of or in connection with the performance of its tasks, duties, responsibilities and obligations under this Agreement.

“Death or Injury” includes the death of or any injury to, or the contracting of any disease or illness, physical or mental in nature, or the suffering of mental or physical shock or any analogous condition, by the person concerned.

"Damage" means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property, goodwill and repute ,etc.

- 10.2. PMCL shall not, because of expiration or termination of this Agreement or for any reason whatsoever, be liable to the Client for any compensation, reimbursement, or damages because of the loss of prospective profit or because of expenditures or commitments incurred in connection with the business of the Client.

- 10.3. The Client agrees to cooperate in good faith and use best efforts to ensure that PMCL is indemnified and reimbursed for any and all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the default of the Client or otherwise.

- 10.4. Nothing in the Agreement limits or excludes the liability of the Client in circumstances:

- a. arising out of any infringement of PMCL’s and/or third-party Intellectual Property Rights;
- b. arising as a result of the Client’s failure to comply with compliance provisions (“**Annex C**”);
- c. arising from or related to loss of or damage to property, directly or indirectly, from the actions and/or omissions of the Client;
- d. arising from or related to death or injury to persons (directly or indirectly), from acts and/or omissions of the Client;
- e. arising from a breach of Confidentiality by the Client;
- f. arising out of a breach of Data Protection by the Client; and/or
- g. arising out of fraud, willful misconduct, illegal actions and/or negligence.

- 10.5. The Client shall fully and exclusively indemnify and hold PMCL or any of its Affiliates harmless for any consequential, incidental, indirect, special, punitive, or exemplary damages, including, but not limited to lost profits, loss of business, revenue, goodwill, anticipated savings, or any other form of economic loss, arising out of or in connection with this Agreement, regardless of whether such damages were foreseeable or whether PMCL has been advised of the possibility of such damages.

- 10.6. To the fullest extent permitted by law, the total aggregate liability of PMCL to the Client for any and all claims, losses, damages, or expenses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid or payable.

11. ASSIGNMENT AND SUB-CONTRACTING

- 11.1. The Client shall not assign its rights nor delegate the performance of its duties or other obligations under this Agreement, including any claims arising out of or connected with this Agreement, without the prior written consent of PMCL.
- 11.2. PMCL reserves the right to assign this Agreement to any third party including, but not limited to, its subsidiaries and/or holding companies, at any time, with prior notice to the Client.
- 11.3. The Client shall not subcontract any part of this Agreement without the prior written consent of PMCL.

12. AUTHORIZED REPRESENTATIVES

- 12.1. PMCL and the Client shall each duly nominate and authorize a representative who shall, *inter alia*, be responsible for liaising with the authorized representative of the other Party in order to ensure the efficient and timely performance of each Party's obligations under this Agreement.
- 12.2. Each Party shall notify the other in writing of its authorized representative and shall also immediately give written notification to the other Party in the event of any change in its authorized representative.

13. NOTICES

- 13.1. Any notice, request, instruction or other document required to be given hereunder by any Party hereto shall be sent to the email address of PMCL as it may be notified from time to time and to the email address of the Customer with which they registered on the portal. The Customer hereto shall notify PMCL of any change of email address within forty-eight (48) hours of such change.
- 13.2. Notice shall be deemed received on the first Business Day following receipt. Each communication and document made or delivered by one Party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

14. CONFIDENTIALITY

- 14.1. The Parties acknowledge and agree that in connection with this Agreement, each Party will have access to information relating to the other Party's or its Affiliate's business affairs, operations, products, processes, methodologies, formulae, plans, projections, know-how, IP, market opportunities, Contractors, Agents, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel (hereinafter referred to as "**Confidential Information**") and hereby agree not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of this Agreement. All such Confidential Information is and shall remain the exclusive property of the Disclosing Party and no license shall be implied to be granted with respect to such Confidential Information by reason of the other Party's access to such Confidential

Information. Where Disclosing Party means the Party to this Agreement that discloses Confidential Information directly and Recipient means the Party to this Agreement that receives Confidential Information, directly or indirectly, from the Disclosing Party.

- 14.2. Confidential Information made available under this Agreement shall not form the basis of any contract between the Parties, unless expressly agreed in writing between the Parties.
- 14.3. In the event of a breach of the terms of this Agreement by the Client, PMCL shall, in addition to all other remedies that it may be entitled to as a matter of law, be entitled to specific performance and any other form of equitable relief to enforce the provisions of this Agreement. The Parties jointly acknowledge that damages would not be an adequate remedy for any breach of this Agreement.
- 14.4. Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by it to protect its own Confidential Information of similar importance and by using at least a reasonable degree of care.
- 14.5. Each Party undertakes to use all precautions required to enable it to comply with all the terms of this Agreement and to ensure similar compliance of the same by its employees/personnel.
- 14.6. Exclusions: The receiving Party shall be relieved from this obligation of confidentiality to the extent that any such information:
 - a. was in the public domain at the time it was disclosed or has come in the public domain through no fault of the receiving Party;
 - b. was known to the receiving Party, without restriction, at the time of disclosure;
 - c. was disclosed by the receiving Party with the prior written approval of the disclosing Party;
 - d. was independently known by the receiving Party without any use of the disclosing Party's Confidential Information and by employees or other agents of the receiving Party who have not had access to any of the disclosing Party's Confidential Information;
 - e. becomes known to the receiving Party, without restriction, from a source other than the disclosing Party.
- 14.7. The Parties agree that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other Party. Provided, however, that the general existence of this Agreement shall not be treated as Confidential Information. Further, either Party may disclose the terms and conditions of this Agreement:
 - a. if required by any Court or other governmental/regulatory body;
 - b. if otherwise required by law;
 - c. to its legal counsel/arbitrators;
 - d. in confidence, to accountants, banks, proposed investors or alliance partners and financing sources and their advisors;
 - e. in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or
 - f. in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
- 14.8. Upon the written request of the Disclosing Party at any time during the extended term or upon termination, the Receiving Party must, at the option of the Disclosing Party:
 - a. promptly return all Confidential Information (or the part thereof required in such request) (including copies) to the Disclosing Party in a format and on media reasonably requested by the Disclosing Party;

- b. destroy that Confidential Information (including copies) in manner specified by the Disclosing Party (other than such copies required to be kept by the Receiving Party by law) and promptly certify to the Disclosing Party in writing that it has done so;
- 14.9. provided however, that the Receiving Party may retain, in the sole custody of its legal counsel with the written consent of the Disclosing Party, certain categories of Confidential Information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial, operational or auditing purposes. Any such items will remain subject to the confidentiality obligations of this Agreement. When such retained information is no longer reasonably required, it shall be, according to the instruction received in that regard, either returned to the requesting Party or be destroyed; with written certification thereof being given to the requesting Party.
- 14.10. The Parties agree and acknowledge that a breach of any of the provisions of this clause by either Party shall be deemed to be a Material Breach of the terms of this Agreement by that Party. In case of any breach or leakage of Confidential Information, either Party shall inform of the other Party's Information Security personnel or Point of Contact (PoC), within forty-eight (48) hours. In case damages are caused due to leakage or a breach of Confidential Information, either party shall be able to take appropriate action as per the Applicable Law.;
- 14.11. A formal procedure shall be in place for incident management and both parties shall identify their PoCs to resolve breaches / incidents but not limited of internal and external cyber-attacks.
- 14.12. The provisions of this clause relating to confidentiality shall survive for three (03) Years from the termination/expiry of this Agreement.

15. DATA PROTECTION

The Parties shall comply with the Data Protection requirements as outlined in (“**Annex E**”) of this Agreement

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Each Party shall retain all right, title, and interest in and to its own pre-existing intellectual property and any intellectual property developed independently of this Agreement. Nothing in this Agreement shall transfer or assign any intellectual property rights from one Party to the other.
- 16.2. Any use of the other Party's intellectual property shall be subject to prior written consent and shall be used only for the purposes specified in such consent. Each Party agrees to use the other Party's intellectual property in a manner that does not infringe, misappropriate, or violate any intellectual property rights of the other Party or any third party.
- 16.3. Except as expressly provided in this Agreement, no license or other rights to use any intellectual property are granted or implied by this Agreement. Each Party reserves all rights not expressly granted to the other Party.
- 16.4. Each Party agrees to maintain the confidentiality of the other Party's intellectual property in accordance with the confidentiality provisions of this Agreement and shall not disclose or use such intellectual property except as expressly permitted by this Agreement.

17. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNIFICATION

17.1. The Client shall fully indemnify and hold PMCL harmless against all losses, liability of whatsoever nature, damages, costs and expenses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by PMCL arising out of or in connection with any claim made against PMCL for actual or alleged infringement (including by any sub-contractor) of a third party's Intellectual Property Rights by PMCL in respect of the Services under this Agreement.

17.2. The Client acknowledges that any unauthorized use of PMCL's Intellectual Property Rights may cause irreparable damage to PMCL which may not be adequately compensated monetarily. In such event, in addition to monetary damages, PMCL shall be entitled to any and all remedies available to it under this Agreement and the law.

18. BUSINESS PARTNER CODE OF CONDUCT & HEALTH, SAFETY, SECURITY AND ENVIRONMENT ("HSSE")

18.1. Business partner acknowledges that it has received copy of PMCL business partner Code of Conduct ("**Annex D**") also available at PMCL website <https://jazz.com.pk/newspaper/4-bp-code-of-conduct.pdf> (the "**Code**") and understands and agrees to use all reasonable endeavors to adhere to the said Code (including all updates of the said Code made "from time to time) in the course of (his Agreement, including without limitation provisions with regard to anti-bribery and conflicts of interest. All references to VEON shall be read PMCL and any reference to Business Partner shall be read as Client for the purposes of this Code of Conduct.

18.2. The Client further agrees and undertakes that it shall not employ, or use forced, bonded and/or child labor and provides a conducive work environment free from harassment, abuse or coercion. Further, it shall ensure non-discrimination on the basis of race, color, gender, origin, creed, religion etc., to protect the dignity, privacy and rights of each individual. The Client shall abide by all the Applicable Laws, rules and regulations, including, but not limited to, environment, labor and employment laws. The Client shall act in accordance with national and internationally recognized health, safety, security and environmental standards and in conformity with the applicable environmental, health, safety, security laws and regulations. The Client shall not indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

19. ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND TRADE/SANCTIONS COMPLIANCE REQUIREMENTS

The Parties hereby agree to adhere to the requirements of anti-corruption, anti- money laundering and trade sanctions compliance requirements as outlined in Compliance Provisions ("**Annex C**") of this Agreement. PMCL shall have the right to immediately terminate this Agreement if the Client is found to be in breach of the said requirements.

20. WAIVER

20.1. In the event of a breach, waiver, delay, omission or forbearance by the Client of any obligations/provision under this Agreement, a failure or a delay by PMCL to enforce its rights arising from such breach, waiver, delay, omission or forbearance of such right or any of its other rights under this Agreement, such failure, delay, or waiver is not to be construed as a permanent one or in any way prejudicial to the other rights or remedies of PMCL. Any waiver must be given in writing and signed by the Party waiving its rights and must specify the right and the extent to which it is being waived, if waived.

20.2. No failure on the part of either Party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.

21. SEVERABILITY

In case any one or more provisions contained in this Agreement or any application thereof is held to be considered invalid, illegal or unenforceable in any respect including but not limited to any judicial or other competent authority, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not, in any way, be affected or impaired thereby.

22. BUSINESS PRACTICES

In carrying out its respective obligations under this Agreement, Client agrees to comply with all Applicable Laws, rules and regulations of the local country and of any other applicable country, including any country of export. Client agrees and undertakes not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any person or employee working with PMCL or with other organization to make an award decision or illegally or improperly to assist in obtaining or retaining business, or to take any other action favorable to it in connection with the award of a license or business. If the Client fails to comply with these business ethics, PMCL shall be entitled (after giving reasonable opportunity of the hearing to the Client) to terminate this Agreement and the Client will indemnify, defend and hold harmless PMCL from and against any claim, loss, damage, liability, expense, cost, of whatsoever nature arising out of or related to, or connected with its failure to comply.

23. SURVIVAL

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

24. SUSPENSION

Without prejudice to any of its other rights under this Agreement, PMCL may immediately suspend this Agreement upon written notice if:

- a. The Client engages in activities that may affect the integrity and/or security of the PMCL system;
- b. Compliance with legal or regulatory obligations requires immediate action;
- c. Any material information provided or representation made by the Client to PMCL is untrue, false, misleading or inaccurate and has an adverse material impact on PMCL in relation to its provision of Services under this Agreement.

25. RELATIONSHIP OF PARTIES

This Agreement shall not, in any case whatsoever, howsoever and whensoever, be interpreted, deciphered or construed to create and/or give reasoning to an employer-employee relationship between the Parties, an appointment to the service of PMCL, a promise to be so appointed, an association, joint venture, partnership or special agency between the Parties or to impose any

partnership obligation or liability upon either Party. The Client shall have no right, power, mandate or authority to enter into any agreement or undertaking for, to act on behalf of, to act or be an agent or representative of, or to otherwise bind PMCL except when so expressly authorized by PMCL in writing. None of the personnel deployed/used by the Client for any purpose under this Agreement are the resources/employees of PMCL and shall at all times, remain the employees/resources of the Client. The Client shall at all times, be solely responsible for following any and all applicable laws, including but not limited to labour & employment laws, with no liability of whatsoever nature towards PMCL, in which regard, the Client shall keep PMCL fully indemnified and harmless from any and all arising liabilities, if so.

26. PUBLICITY

Neither Party will advertise or publish any information related to this Agreement without the prior written approval of the other Party.

27. ENTIRE AGREEMENT

This entire Agreement contains the understanding of the Parties and the representatives hereto with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and cancelled by this Agreement. Any and all additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

28. AMENDMENT

No amendment or other variation of the Agreement or its Annexures shall be effective unless it is in writing, dated, expressly referring to the Agreement, and is signed by duly authorized representatives of each Party hereto, and no other form of amendment shall have any effect. Any future mutually agreed amendments shall form an integral part of this Agreement.

29. COUNTERPARTS

This Agreement is written in English language and shall be executed electronically by the Parties. The electronic signatures (including any electronic symbol or process attached to, or associated with the Agreement or other record and adopted by a person with the intent to sign, authenticate or accept such Agreement or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by the Applicable Law. The parties hereby waive any objection to the contrary.

30. VARIATIONS AND CHANGE CONTROL

30.1. PMCL shall at any time, by a written notice to the Client, make change within the general scope of the Agreement.

31. RESOLUTION OF DISPUTES:

31.1. If, at any time, any claims, controversies, differences or disputes arise between the Parties which cannot be resolved by informal negotiation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of such difference or dispute, specifying the nature and extent of the disputed points and the Parties shall then

proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation. If the Parties are unable to resolve the matters in dispute within a period of fifteen (15) Days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be settled by reference to arbitration of a sole arbitrator.

31.2. The arbitrator shall be appointed with the mutual consent of the Parties, or in case the Parties are unable to reach agreement in this behalf, the sole arbitrator is to be appointed by courts located at Islamabad having authority over the matter. The arbitration shall be conducted under the Arbitration Act, 1940 of Pakistan as amended from time to time and the place of arbitration shall be Islamabad, Pakistan. The language of the arbitration shall be English.

31.3. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the Party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the Parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

32. GOVERNING LAW

This Agreement along with its Annexures shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

Standard Modules:

ANNEX A

Modules	Clinic	Base Package	Advance Package	Premium Package
Out-Patient Department		100 / day	500 / day	1000 / day
In-Patient Department (IPD)			50	100
Lab Devices Integration			3	5
Front Desk *	Yes	Yes	Yes	Yes
Self Service (kiosk) counter for Schedule and check in (Integrated App) *	Yes	Yes	Yes	Yes
Queue metrics (Integrated App) *	Yes	Yes	Yes	Yes
Electronic Medical Record	Yes	Yes	Yes	Yes
Emergency Care			Yes	Yes
Laboratory Information System			Yes	Yes
Radiology Information System			Yes	Yes
Cardiology Information System			Yes	Yes
Document Management System	Yes	Yes	Yes	Yes
Reporting	Yes	Yes	Yes	Yes
Admin Module	Yes	Yes	Yes	Yes
Inventory Management			Yes	Yes
Practice Management	Yes	Yes	Yes	Yes
Revenue Cycle Management	Yes	Yes	Yes	Yes
Patient Mobile Application (IOS/Android)	Optional	Basic	Advance	Premium
Product Support	8x5	8x5	8x5	8x5
User Support	12x6	12x6	12x6	24x7
Import Export and share electronic Health Record	Optional	Optional	Optional	yes
Maximum users	5	30	50	150
Additional User Cost (PKR)	4,500			
One time customization, setup, training and rollout charges (PKR)	175,000	2,000,000	5,265,000	7,800,000
Monthly License charges (PKR)	50,400	208,800	705,000	905,000
Add-on Products - Additional charge			(PKR)	
Picture Archiving and Communication System (PACS)			675,000	
Blood Bank Module			145,000	
Financial Accounting Module (Up-To Trial Balance)			280,000	
Payroll Module			150,000	

The Customer shall subscribe to one of the standard packages listed in Annex A of this agreement. Any additional requirements, customizations, and discounts shall be detailed in a separate executed proposal. This executed proposal, once agreed upon and signed by both parties, shall become an integral part of this agreement and shall govern the terms related to those additional services.

ANNEX B

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ANNEX C

COMPLIANCE PROVISIONS

Compliance Provisions

The anti-bribery and corruption (“**ABC**”), anti-money laundering (“**AML**”), and sanctions/export controls compliance requirements shall apply to the Business Partner.

1. For the purposes of the Contract, the following terms are defined as follows. Any capitalized terms used but not otherwise defined in the Compliance Provisions shall be read consistent with the definition ascribed to those terms in the Contract.

1.1. For purposes of these Compliance provisions, “**Applicable Anti-Bribery and Corruption Laws**”, “**Applicable Anti-Money Laundering Laws**” and “**Applicable Sanctions/Export Control Laws**” are the laws that apply to either party to the Contract and shall be jointly referred to as “**Applicable Laws.**”

1.2. These Compliance Provisions should be read, understood and interpreted in accordance with Applicable Laws, including the terms “**government officials**” and “**prohibited payments.**” If there are competing definitions among the Applicable Laws, the broadest or most restrictive definitions should apply.

1.3. **Affiliated Persons** of the Business Partner means any owner; officer; director; partner; principal; employee; any legal entity with control of or controlled by Business Partner or same owner(s); or agents of the Business Partner.

1.4. **Applicable Anti-Bribery and Corruption Laws** means, any anti-bribery and anti-corruption laws, rules, or regulations of any jurisdiction applicable to VEON or the Business Partner, relating to bribery or corruption, including public and/or commercial bribery or corruption.

1.5. **Applicable Anti-Money Laundering Laws** means any laws, rules, or regulations applicable to VEON or the Business Partner, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

1.6. **Applicable Sanctions/Export Control Laws** means Sanctions (including against Blocked Persons and Sectoral Sanctioned Entities) and Export Controls.

1.7. **Sanctions** means economic or financial sanctions or trade embargoes imposed, administered or enforced by government authorities with applicable jurisdiction (collectively, “**Governmental Authorities**”).

1.8. **Blocked Person** means, at any time, any Person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Controls, or (d) owned or controlled by any such Person.

1.9. **Sectoral Sanctioned Entity** means, at any time, any Person subject to sectoral sanctions administered or enforced Governmental Authorities.

1.10. **Export Controls** means laws and regulations related to the regulation of imports, exports, reexports, transfers, releases, shipments, transmissions, or any other provision or receipt of goods,

technology, technical data, software, or Services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.

1.11 **Business Partner** means the third party, entity or individual defined in the Contract with VEON to which these Compliance Provisions apply.

1.12 **Contract** means a written Agreement between VEON and the Business Partner to which these Compliance Provisions apply.

1.13 **VEON** means the VEON entity as defined in the Contract.

General Representations of Business Partner

2. The Business Partner makes the following representations:

2.1. The Business Partner and its Affiliated Persons have read, understand and will strictly abide with the requirements of VEON's Business Partner Code of Conduct ("**BPCOC**") and Applicable Laws;

2.2. In connection with any aspect of the Contract or any other transaction involving VEON, the Business Partner and Affiliated Persons have not made any prohibited payments under the Applicable Laws or otherwise offered, promised, or authorized such payments, and the Business Partner and Affiliated Persons will not do so in the future;

2.3. In connection with its relationship to VEON and each of the transactions established by the Contract, the Business Partner has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses and has not maintained or used, and will not maintain or use, any funds that are not fully accounted for, including "off book" accounts;

2.4. The Business Partner and Affiliated Persons have no business, professional, personal, or other interests that would conflict in any manner or degree with the performance of its obligations under the Contract;

2.5. The Business Partner shall not, without the prior written consent of VEON, assign, grant or otherwise transfer any rights or benefits of the whole or any part of the Contract to any third party. VEON shall have the right to conduct due diligence on any potential assignee, and the Business Partner shall cooperate with VEON in this process;

2.6. The Business Partner and Affiliated Persons shall refrain from engaging, directly or indirectly, in improper and/or illegal conduct, including corruption, extortion, embezzlement, and will comply with Applicable Anti-Money Laundering Laws;

2.7. The Business Partner has been informed that the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (as amended) apply to VEON;

2.8. Except as otherwise disclosed to VEON, the Business Partner and Affiliated Persons are not acting for or on behalf of any government official; and

2.9. Except as otherwise disclosed to VEON, no government official, or any nominee, representative or close family member (including spouses, cohabitants, parents, children, aunts and uncles, nieces and nephews, first cousins) of a government official, has any direct or indirect ownership of or other interest

in the Business Partner or otherwise will receive the monies, proceeds or other benefits that may arise in connection with the Contract.

2.10. Business Partner agrees to comply with all Applicable Sanctions/Export Control Laws. Without limiting the foregoing, Business Partner represents, warrants and undertakes that:

2.11 Neither Business Partner, nor any of its officers, directors, or shareholders, nor to the knowledge of Business Partner, any of its agents, employees, or other Affiliated Persons, is a Blocked Person or Sectoral Sanctioned Entity, with whom dealings are prohibited under applicable Sanctions or Export Controls;

2.12 Business Partner will not, in connection with any activities involving VEON or this Contract, export, reexport, ship, sell, supply, deliver, or otherwise transfer any product, equipment, technology, or software to, from, or through – either directly or indirectly – any country or person in violation of any applicable Sanctions or Export Controls;

2.13 Business Partner will not cause VEON to violate any applicable Sanctions or Export Controls;

2.14. Business Partner will provide to VEON, prior to delivery of any physical goods, software and/or technology (collectively, “Items”) that would be classified under applicable Export Controls, a schedule identifying in writing the Export Controls regime to which the Items are subject and the appropriate Export Controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable VEON to ascertain any Export Control that may apply to VEON; and

2.15. Business Partner shall promptly notify VEON of any suspected or confirmed violations or issues of non-compliance involving any Items provided to VEON.

Rights of VEON

3. VEON shall have the right to:

3.1. Conduct ongoing monitoring and oversight of its Business Partners in accordance with VEON's business partner management program. VEON may select, in its sole discretion, an independent third party to conduct due diligence pursuant to this clause. The Business Partner and Affiliated Persons shall cooperate fully and in good faith with any review, renewal or periodic update of the due diligence. Following the conclusion of the due diligence, VEON shall have the right to renegotiate the terms of the Contract or terminate the Contract.

3.2. Conduct surveys and audits (either directly or, in its sole discretion, through independent third parties engaged by VEON) to verify Business Partner and Affiliated Persons' compliance with the BPCOC and Applicable Laws. Such surveys or audits will be reasonable as to scope, location, date and time. The Business Partner, Affiliated Persons or third parties acting on behalf of VEON shall cooperate fully and in good faith with any such survey or audit.

3.3. If VEON has a reasonable belief that the Business Partner or Affiliated Persons breached or is likely to have breached any element of these Compliance Provisions, VEON shall have the right to immediately withhold payments to the Business Partner for a reasonable period during which VEON conducts any such audit.

Termination

4. Non-compliance with any of the representations and/or obligations set out in the Contract which, in VEON's reasonable opinion, may result in adverse consequences arising for VEON may be considered a material breach entitling VEON to immediately terminate any and all existing contracts with the Business Partner for cause without liability as specified in the Contract.

Liability

5. Business Partner agrees to fully indemnify and hold harmless VEON and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of Business Partner's non-compliance with these Compliance Provisions, including Business Partner's violation or alleged violation of any Applicable Laws.

ANNEX D

BUSINESS PARTNER CODE OF CONDUCT

This Business Partner Code of Conduct (Code) establishes basic requirements and responsibilities for each VEON Business Partner. VEON reserves the right to reasonably modify this Code from time to time.

*This Code applies to relationships with the **VEON Group**, which includes VEON Ltd. (**VEON**) and any company (**OpCo**) that is directly or indirectly wholly or majority-owned or otherwise controlled by VEON, collectively referred to herein as **VEON**.*

OUR BUSINESS PARTNERS

VEON is committed to building a best-in-class supply chain and requires **Business Partners** (vendors, Clients, agents, contractors, consultants, intermediaries, resellers, distributors, third party Clients) to reduce risk to our business by following all applicable laws, observing the highest ethical standards, and meeting or exceeding the requirements established in this Code.

APPLICABILITY

This Code applies to Business Partners and their subsidiaries, subcontractors, and agents who act as licensed/authorized re-sellers of their products and Services to VEON. We require our Business Partners to demand their next tier of partners to acknowledge the principles of this Code, as well.

GENERAL PRINCIPLES

We know that working sustainably, respecting human rights, and operating with the highest standards of ethical conduct and professional integrity improve long-term business performance. We are committed to these principles and require our Business Partners to share our commitment and to comply with this Code, which has been developed considering best practices in the information and communications technologies sector, the Electronic Industry Citizen Coalition Code of Conduct, the Joint Audit Cooperation Supply Chain Sustainability Guidelines, International Labour Organization conventions, and legal and regulatory requirements.

COMPLIANCE WITH LAW

VEON complies with applicable laws and requires its Business Partners to do the same, including anti-bribery laws of the United States, where VEON is listed on the Nasdaq, and of the Netherlands, where VEON is headquartered and also is listed. Neither we nor our Business Partners will undertake any activity or accept any risk that would result in unethical outcomes or a violation of applicable laws.

Where the applicable laws and this Code address the same subject and are not in conflict, the highest standard will apply. Should any Code requirement conflict with applicable laws, the highest standard consistent with applicable local laws will apply.

BRIBERY AND CORRUPTION

VEON will not tolerate any form of corruption or bribery and strictly prohibits kickbacks, fraud, theft, extortion, and embezzlement of any kind. Each VEON Business Partner must comply with all applicable anti-bribery laws and maintain accurate books and records that correctly reflect their transactions and contain no false or misleading information. Neither money nor anything of value may

be given, offered, requested, promised, or accepted by any Business Partner, directly or indirectly through another party, to gain an improper advantage to or related to VEON.

Business Partners are expected to maintain their own anti-bribery compliance program to prevent and deter wrongdoing or possible violations of law within their own businesses.

GIFTS AND HOSPITALITY

Business Partners will not, directly or indirectly, offer gifts, hospitality, or other benefits to VEON employees or representatives with the intent to improperly influence them and will not offer to VEON employees any gifts or hospitality, regardless of amount, during contract negotiation, bidding, tender, or award.

ETHICAL CONDUCT

Ethical conduct requires that we do what is right, not just follow the law. VEON operates on ethical principles and expects its Business Partners to operate likewise—with us and in any way related to our business. Simply stated: integrity and honesty matter.

The specific requirements set out in the Code are the minimum standards for our Business Partners. We encourage our Business Partners to go beyond these standards, particularly where local laws and regulations are either weak or seldom enforced.

A Business Partner that fails to adhere to the standards of this Code may not be viewed favourably when awarding further work and may be terminated from some or all business relations.

DUE DILIGENCE PROCESS

VEON conducts appropriate, risk-based due diligence when selecting Business Partners. Business Partners must undergo and successfully complete anti-bribery due diligence prior to engagement, and are required to cooperate with VEON's due diligence process. Business Partners must accurately complete all questionnaires, provide requested documentation, and transparently disclose information related to ownership and affiliated parties.

CONFIDENTIALITY AND DATA SECURITY

Business Partners will

- keep confidential any information relating to VEON customers, business activities, contracts, projects, financial situation, or performance unless specific written permission is obtained from VEON;
- protect the reasonable privacy expectations of persons with whom they do business;
- comply with privacy and information security laws and regulatory requirements when personal information is collected, processed, and transmitted;
- ensure customer data is kept secure and customer privacy is not breached;
- maintain appropriate data security and data security systems; and
- supervise appropriately their employees who interact with VEON's data and customer data.

ANTI-COMPETITIVE BEHAVIOR

Business Partners will not violate or conspire to be part of any violation of competition laws or anti-trust regulations. Business Partners will uphold fair business, advertising, and competition standards.

CONFLICTS OF INTEREST

A “conflict of interest” occurs when a personal interest of a Business Partner (or someone closely related to a Business Partner) conflicts with an interest of the VEON Group. Conflicts of interest can be actual (the conflict exists), potential (a situation exists or is foreseeable in which a Conflict of Interest might arise), or apparent (there is no actual conflict, but a reasonable observer might believe one exists). Business Partners should avoid conflicts of interest that may affect VEON’s business relationship. When a conflict of interest cannot be avoided, the Business Partner must report it to the VEON employee sponsor or VEON Compliance Office.

INTELLECTUAL PROPERTY

Business Partners will respect VEON’s Intellectual Property Rights and will transfer technology in a manner that protects Intellectual Property Rights.

MONEY LAUNDERING

Business Partners will firmly oppose all forms of money laundering and take steps to prevent financial transactions from being used to launder money.

PROHIBITION ON ORAL CONTRACTS

VEON prohibits oral contracts with Business Partners. Prior to commencing work, VEON and its Business Partners must agree in writing to terms and conditions of each transaction or engagement.

INTERNATIONAL TRADE AND ECONOMIC SANCTIONS

Business Partners will abide by applicable international trade (including import and export/reexport controls) and economic sanctions laws and regulations. Business Partners will not do business with parties or in jurisdictions where Applicable Laws or regulations prohibit it.

HUMAN AND LABOUR RIGHTS

Business Partners will respect and promote universal human rights as stated in the United Nations’ Universal Declaration of Human Rights. Business Partners will

- treat people with dignity and respect, without mental or physical cruelty or any form of harassment or intimidation;
- not use any form of forced labour, debt bondage, or involuntary or compulsory labour;
- not require employees to surrender any government-issued identification, passports, or work permits as a condition of employment;
- ensure the work relationship between the worker and Business Partners is freely chosen and free from threats, intimidation, or coercion;
- not use child labour;¹

¹ Where the applicable laws do not establish the minimum legal age for employment, “child” means anyone younger than 15 years of age.

- promote open and honest engagement between employees and management without fear of retaliation or reprisal and recognize, as far as legally possible, the right of free association of employees
- refrain from acquiring any products or Services that-- within the supply chain-- involve human trafficking or slavery or human rights violations.

NON-DISCRIMINATION

In hiring or employment practices, Business Partners will not negatively discriminate against any legally protected class, for instance, on the basis of age, race, colour, ethnicity, indigenous status, nationality, gender, gender identity or expression, sexual orientation, disability, pregnancy, medical condition, religion, social origin or status, political affiliation, trade or union membership, or marital or veteran status.

EMPLOYMENT CONDITIONS

Business Partners clearly and fairly will define the terms and conditions of staff employment and provide fair remuneration at the applicable national statutory minimum wage and comply with the maximum number of working hours, following Applicable Laws.

HEALTH AND SAFETY

Business Partners will provide on its premises a healthy and safe working environment following international best practices and Applicable Law and regulation, including sanitation and hygiene facilities for workers. All work-related fatalities and incidents resulting in near fatal injury that occur on VEON premises or in relation to activities being carried out specifically for VEON must be reported.

ACCIDENT AND EMERGENCY READINESS

Business Partners will prepare for and respond to accidents, health problems, and foreseeable emergencies. Business Partners will also record, investigate, and learn from past accidents and emergencies.

ENVIRONMENT AND POLLUTION PREVENTION

Business Partners will act in accordance with applicable standards regarding environmental protection and will adhere to applicable environmental laws to ensure responsible practices. In countries where legislation is less developed or unenforced, Business Partners will strive to minimize environmental impact. Innovative developments in products and Services that offer environmental and social benefits and the use of environmentally friendly technologies should be supported. Business Partners will work to remedy any activity that adversely affects human life, wildlife, and the environment.

PROGRAM FOR COMPLIANCE WITH THIS CODE

Business Partners will comply with all topics of this Code. If a formal compliance program does not exist, the Business Partner should develop a program or system and strive for continuous improvement.

REPORTING

Business Partners are required to promptly report any suspected or known violations of this Code. If you have questions about this Code or believe that someone may have violated it, please contact VEON Compliance at compliance@veon.com. Alternatively, you may submit a question or concern at www.veon.com/speakup. All reports are duly reviewed and, if appropriate, investigated. VEON will not tolerate retaliation against any person who is trying to do the right thing by raising a concern. A person who makes a good faith report about potential misconduct who experiences retaliation or other adverse action for raising a concern should report this immediately via the channels identified above.

ANNUAL CORPORATE RESPONSIBILITY

VEON reserves the right to report publicly on the implementation of this Code through its annual Corporate Responsibility Report. Reporting will not identify individual Business Partners, and any case studies will be anonymized so that the identities of Business Partners cannot be determined, unless previously agreed upon.

ANNEX E

DATA PROTECTION

The database provided by PMCL to the Customer for HMIS is completely encrypted. PMCL shall not have access to Personal Data within the database. In the event of troubleshooting, PMCL will engage in a joint troubleshooting session with the Customer and access such data only with the explicit consent of the Customer.

The Customer shall assume absolute responsibility for complete compliance with all applicable Data Protection Laws and obligations governing the Personal Data obtained by the Customer. This includes, without limitation, obtaining necessary consents, addressing all Data Subject Requests, issuing the requisite Customer Privacy Notice, and fulfilling other obligations prescribed by Data Protection Law and Applicable Law.

PMCL shall be responsible solely for the physical security of the database and disclaims any involvement in or responsibility for data processing, including accessing data. PMCL's sole involvement concerning Personal Data is limited to providing the HMIS to host it.

In consideration of the absolute non-involvement of PMCL in the handling of Personal Data, the extent of PMCL's liability is expressly and strictly limited. In no event shall PMCL, its President, members, officers, directors, or employees be liable to the Customer or any third party for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages (including, but not limited to, damages based upon lost profits, business interruption, lost business, lost savings, or loss of reputation) for any acts or omissions or failure in the handling of Personal Data by the Customer under this Agreement, including the loss of Personal Data, regardless of the form of action, whether in contract, tort (including negligence), or in the form of a civil suit filed under the Civil Procedure Code 1908.

The Customer shall indemnify, defend, and hold PMCL, its President, members, officers, directors, and employees harmless against any claims, demands, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses incurred by PMCL, whether direct or indirect or arising out of a third-party claim due to any breach of Data Protection Law, Applicable Law, or any violation of the obligations set forth in this clause by the Customer or through negligent acts or omissions or willful misconduct on the part of the Customer.

ANNEX F
CERTIFICATE OF INCORPORATION