

PARTNER AGREEMENT

This Partner Agreement (hereinafter referred to as “Agreement”) shall hereby govern the participation of the Partner in Garaj Partner League (the “Program”), and is an agreement between Pakistan Mobile Communications Limited (PMCL) and the Partner to market, promote, reference, distribute and provide support in connection with the subscribed Program to the Customer. By clicking on the “Accept” button the Partner will have accepted the terms and conditions outlined herein this Agreement. Nothing in these Terms modifies or replaces the Garaj Cloud Service Agreement.

PMCL and the Partner may hereinafter collectively be referred to as the “Parties” and individually as a “Party”, as and when the context of this Agreement so requires.

Definitions

“**Benefits**” may include partner discounts, free cloud credits for customer use or for self, sales enablement, marketing funds and promo trips as defined in the partner account.

“**Customer**” shall mean a Customer of the Partner who is authorized by Garaj Cloud Service Agreement to use the Services in accordance with the terms contained therein.

“**Garaj Platform**” shall mean Cloud and Cyber Security Platform owned or provided by PMCL under its portfolio.

“**Garaj Website**” shall mean <https://garajcloud.com/>

“**Garaj Cloud Service Agreement**” means Garaj standard user agreement located at <https://garajcloud.com/assets/public/pdf/Cloud-Services-Agreement-2022.pdf>

“**Partner Maturity**” shall mean the status of partner in terms of ranking, eligibility and benefits unlocked.

“**Partner’s Rights**” shall have the meaning given in clause 1.1;

“**Partner Support**” shall have the meaning given in clause 1.4;

“**Partner Tier**” shall mean the rank of the partner as per the requirements fulfilled. There are three Tiers: Hikmat, Raftaar and Azmat.

“**Partner Tier Requirements**” shall mean the minimum requirement as stated in Garaj Partner League to be eligible for a certain Tier.

“**Program**” shall mean Garaj Partner League for resellers, Managed Service Providers and Co-innovators established to resell, add value and co-create services.

“**Program Account**” means the online account that the Partner creates when registering to Garaj Partner League to register deals, access Partner benefits, view billing information etc.

“**Program Account Information**” means information that the Partner provides in connection with the creation or administration of the Program account. For example, Program Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with the Partner’s Program account.

“**Services**” shall mean the services/ products offered to the Customer by the Partner under the Program and subscribed by the Customer.

“**PMCL Marks**” shall mean PMCL trademarks and trade names, service marks and service names and domain names specified at Garaj Website.

“**PMCL Policies**” means all such policies found at:

(insert hyperlinks such as for Jazz Code of Conduct etc) as updated from time to time by the PMCL and notified to the Partner;

1. Partner’s Appointment, Rights and Responsibilities

- 1.1. Program Enrollment and Partner's Rights:** To join the Program and be appointed as a Partner, Partner must submit a complete enrollment form through the partner portal, agree to the terms of this Partner Agreement, Garaj Cloud Service Agreement, and be accepted into the Program. Such appointment is on a non- exclusive, non- transferrable basis. The PMCL grants the Partner rights to market, promote, reference, distribute and provide support in connection with the subscribed Program to the Customer (the Partner's Rights)

- 1.2. Program Administration:** For the purpose of acceptance in the Program, the Partner shall be required to create a Program Account by adding all the relevant information where it can manage its participation in the Program. Partner will always be responsible for the information provided to create the account, any use of the Program Account and the security of the Program Account including its passwords. PMCL may use Partner Program Account Information to send information about Services, the Program, or any other information that PMCL feels might be of interest to Partner. PMCL reserves the right to handle/use Partner's Program Account Information, and any other personal information that PMCL receives from Partner for the use of Garaj Partner League or otherwise collect during Partner's participation in the Program at its discretion in accordance with Jazz Privacy Policy (<https://garajcloud.com/assets/public/pdf/Cloud-Services-Agreement-2022.pdf>). Partner shall be responsible for all activities that occur under its Program account. For the avoidance of doubt, resale to other entities (e.g. another authorized reseller/partner) is prohibited.

- 1.3. Program Fees:** Partner will pay Fees based on: (a) Annual Fee; (b) Partner's ranking in the Partner Tier as further described in the Program. All invoicing and payment terms in the Garaj Cloud Service Agreement will apply to Partner's subscription to the Program. All Program fees paid to PMCL are non-refundable. Partner shall not receive any programmatic discount. Partner shall bear all costs and expenses, including travel and accommodation expenses, of its personnel and all other costs and expenses incurred by the Partner in performing Services under the terms and conditions of this Agreement.

- 1.4. Partner Support:** PMCL shall provide Partner Support (during business hours) which shall include technical support via email and web ticket, troubleshooting and issue resolution, basic level training to the Partner's designated personnel identifying Partner Maturity, including advice via phone, email and online call, troubleshooting tips and error logging to enable self-diagnosis of issues, 24/7 critical support.

- 1.5. Partner's Responsibilities - Customers.**
 - 1.5.1. The Partner shall ensure it does not:**
 - 1.5.1.1. make, give or by any act or omission give rise to any licence, promise, warranty, guarantee, indemnity, representation, agreement, arrangement or binding right, remedy or obligation concerning the subscribed services other than strictly in accordance with the Garaj Cloud Service Agreement.

- 1.5.1.2. supply or license the subscribed services or documentation relating to the same to any third party until the relevant third party has duly entered into the Garaj Cloud Service Agreement that is legally binding under the applicable law on each of the Partner and Customer (and shall promptly provide evidence of the same at the PMCL's request); and/or
- 1.5.1.3. amend, modify or vary any terms of the Garaj Cloud Service Agreement with any Customer without PMCL's prior express written consent.

1.5.2. The Partner shall at all times:

- 1.5.2.1. use all reasonable endeavours to ensure either it manages the Subscribed Services on behalf of the Customer; or it provides adequate training and documentation to the Customer on how to use the Subscribed Services;
- 1.5.2.2. make the Customer aware of their obligations under the Garaj Cloud Service Agreement whether the Customer is signing the Garaj Cloud Service Agreement or the Partner is signing the same on the Customers behalf;
- 1.5.2.3. provide the PMCL with such information and assistance as the PMCL may reasonably require for the purpose of enforcing the terms of any Garaj Cloud Service Agreement with a Customer; and
- 1.5.2.4. ensure that in the event of a Customer breaching the terms of the Garaj Cloud Service Agreement, the Partner shall promptly use all reasonable endeavours to support the PMCL in court action and obtaining injunction(s) to ensure such breach is promptly ceased and remedied.

1.6. Partner's Responsibilities – General

- 1.6.1. *Marketing*- The Partner shall at all times market and promote the Subscribed Services to Customers and prospective customers in accordance with this Partner Agreement and the terms of the Garaj Cloud Service Agreement and make a reasonable attempt to inform PMCL of any relevant marketing information received by the Partner which is likely to benefit the marketing or sale of the Subscribed Services or any related products or services in or outside of the territory.
- 1.6.2. *Conduct*- The Partner shall ensure it does not conduct its business or any dealings with third parties (including Customers) in any manner which is likely to have a negative impact on the goodwill or reputation of PMCL; or do, permit or omit to do anything which in the reasonable opinion of PMCL is prejudicial to marketing or sales of the Subscribed Services or any related products or services.
- 1.6.3. *Partner resources and training*- The Partner shall ensure that at all times personnel engaged in the performance of the Partner's Responsibilities shall have the appropriate training and experience to adequately perform the Partner's Responsibilities.
- 1.6.4. *Record keeping and reporting*- The Partner shall maintain accurate and complete accounts and records of all matters relevant to the performance of its obligations under this Agreement, including regarding enquiries from and correspondence with Customers and potential customers.
- 1.6.5. *Other general obligations*- The Partner shall at all times without prejudice to any other obligation, comply with PMCL's reasonable instructions in relation to the use of the Subscribed Services; provide such information and assistance as PMCL may reasonably require to perform PMCL's obligations and exercise PMCL's rights under this Partner Agreement; ensure all information provided to PMCL, as far as is possible, is complete and

accurate in all material respects; indicate it is acting as Partner and not as author or developer of the Subscribed Services in all correspondence and dealings with third parties; perform the Partner's Responsibilities in compliance with such PMCL policies as are relevant to the Partner's performance of the Partner's Responsibilities; it does not incur any liability, debt or obligation whatsoever on behalf of PMCL.

2. Benefits and Content Provided by PMCL

2.1. Program Benefits

- 2.1.1. *Generally*- As part of the Program, PMCL may invite Partner to participate in opportunities or provide Partner with funding or other benefits (collectively, "Benefits") related to Partner activities that support usage, promotion, or knowledge of Garaj services. Partner's participation in the Program, including any Projects, or its receipt of any Benefits, are governed by this Partner Agreement and any additional terms, conditions, guidelines, and requirements expressed as "Additional Terms" (collectively, "Additional Terms") that are made available to Partner whether via email, a program guide, or letter. If PMCL make these Additional Terms available to Partner, they are incorporated by reference into this Partner Agreement. By participating in a Project or accepting the Benefits, Partner agrees to the Additional Terms.
- 2.1.2. *Eligibility*- Partner is only eligible for Benefits as part of a Project if it (i) registers a deal with the PMCL and (ii) it is eligible for such Benefits as per Partner Tier Requirements
- 2.1.3. *Use*- Partner may not use any Benefits for any purpose other than for their intended use as communicated to Partner by PMCL. Benefits may not be used by Partner employees for their personal benefit.
- 2.1.4. *Government Customer Projects*- If Partner accepts Benefits in support of a deal registered relating to an existing or potential business relationship with a Government customer (a "Government Customer Project"), Partner agrees that:
- a. If the Benefits are in the form of funding, the Government must derive independent financial benefit from Partner consumption of the Benefits (i.e., free or discounted products or services from Partner).
 - b. Partner will comply with all applicable Government procurement laws, rules, regulations, and contract provisions, including any that pertain to discounts and rebates, or that pertain to ethics and integrity (e.g., prohibitions against gratuities, bribery, corruption, kickbacks, conflicts of interest, false statements or claims, etc.). Partner use of Benefits must not create a conflict of interest (or the appearance of a conflict of interest) for Partner or PMCL, or give rise to any liability for PMCL.
 - c. Liability. Partner is solely liable for ensuring it is eligible to receive, and that it is using, Benefits in accordance with applicable law. Partner will hold harmless PMCL and each of their respective employees against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorney's fees and court costs) related to any Project.

- 2.2. Program Content.** PMCL hereby grants the Partner the right to use the title 'Authorised Garaj Cloud Partner' of PMCL on its advertising and promotional materials; a non-exclusive, revocable, personal licence during the term to use PMCL's Marks, in accordance with PMCL brand guidelines and only to infer they are a Partner of PMCL not an Affiliate, in the Partner's marketing of the Subscribed Services. Partner may be provided text, images, audio, video, or other content (excluding software) related to the Program ("Program Content"), including a graphic

image identifying Partner as a Program participant (the “Partner Logo”), through Garaj Partner Portal. For exceptional requests, PMCL shall promptly approve or reject any advertising and promotional material submitted to the PMCL for approval by the Partner. Requests should be made to (partner@garajcloud.com). Nothing in Partner Agreement grants the Partner any rights in or to use PMCL’s Marks, except in accordance with the rights stated herein. The Partner acknowledges and agrees that any goodwill or reputation generated through the Partner’s use of PMCL’s Marks and the Partner’s performance of its obligations with respect to the marketing, promotion and distribution of the Subscribed Services under this Partner Agreement shall accrue to the benefit of PMCL; and the Partner shall not at any time be entitled to claim compensation or payment in respect of such enhanced goodwill or reputation.

3. Material provided By Partner

- 3.1. Partner Materials-** PMCL may list Partner name, website, and other general contact information on the Garaj website. If Partner provides to us any trademark, service mark, trade name, other proprietary logo or insignia, URL, domain name, or other source or business identifier, or any other text, images, audio, video, or other content (excluding software) (“Partner Materials”), then Partner grants to PMCL a worldwide, royalty-free, non-exclusive, non-sublicensable, and non-transferrable license to use, reproduce, display, distribute, and translate all or any part of Partner Materials in connection with the Program. Partner will ensure it has all rights necessary to grant to PMCL the rights described in this Section 3.1. PMCL may make reasonable, minor changes to Partner Materials, such as resizing or reformatting Partner Materials. As between the parties, you own and reserve all right, title, and interest in and to Partner Materials.
- 3.2. Case Studies-** If Partner provides any written or recorded case studies or testimonials (“Case Studies”) to Garaj, Partner authorizes PMCL to use, reproduce, display, distribute, and translate the Case Studies, along with Partner company name and logo, for marketing purposes on websites operated by PMCL, on Garaj and Jazz video repository on www.YouTube.com, and in commercial presentations.
- 3.3. Sales Opportunity Information-** If Partner provides Sales Opportunity Information to PMCL, PMCL may use the Sales Opportunity Information for the purpose of marketing and selling PMCL products and services in connection with its products and services. PMCL will not use Sales Opportunity Information to compete with Partner products and services.

4. Termination.

- 4.1.** PMCL reserves the right to terminate this Partner Agreement for convenience at any time by giving at least 30 days prior written notice to the Partner. PMCL may terminate or suspend Partner Account immediately, without prior notice or liability, if Partner is in material breach of this Partner Agreement including but not limited to following instances:
 - 4.1.1. Partner has provided PMCL with false or misleading information or Partner has not provided PMCL with any information that PMCL has reasonably requested for the purposes of this Partner Agreement;
 - 4.1.2. Partner nominated payment method is refused or dishonored, or Partner fails to pay the amount specified within fourteen (14) days of the due date;
 - 4.1.3. Partner is unlawfully using the Service;
 - 4.1.4. Partner has breached any provision of this Partner Agreement;
 - 4.1.5. It is required under any regulatory or emergency scenario;

- 4.1.6. The operations, security or efficiency of a Service is impaired by Partner use of Service or Partner equipment connected to the Service;
- 4.1.7. Breach of Compliance Provisions, Data Protection, Confidentiality.

4.2. Upon termination, Partner right to use the Service will cease immediately. If Partner wishes to terminate Partner Account, it may simply discontinue using the Service with thirty (30) day prior written notice to PMCL. PMCL shall close Partner User Account if it is unable to pay for a period of one (01) month and terminate Partner User Account after intimation.

5. Disclaimers

From time to time, services related to the Platform Website, the Mobile App or the Program account may be inoperative. When this happens, Partner may be unable to access the Platform, and may be unable to use the Program account. The Partner agrees that PMCL will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond PMCL's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts

6. Limitation of Liability

Notwithstanding any damages that Partner might incur, the entire liability of PMCL and any of its suppliers under any provision of Garaj and Partner's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Partner through the Service To the maximum extent permitted by applicable law, in no event shall PMCL or suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Partner Agreement), even if Garaj or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

7. Modifications

PMCL reserves the right to modify the terms of this Agreement at any time by posting a revised version on the Garaj website. The modified terms will become effective upon posting or, where notified to the Partner via email. By continuing to participate in the Program after the effective date of any modifications to these terms, Partner agrees to be bound by the modified terms. It is Partner's responsibility to check the Garaj Website regularly for modifications to these Terms.

8. Confidentiality

8.1. 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, suppliers, Agents, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel (“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.

- 8.2.** 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.
- 8.3.** 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.
- 8.4.** 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.

- 8.5.** 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;
 - f) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

- 8.6.** Upon 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:

- i. 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;
 - ii. 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;
- 8.7.** Provided, however, that the receiving Party may retain, in the sole custody of its legal counsel with the written consent of 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.
- 8.8.** 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 other party's Information Security personnel or Point of Contact (PoC), within forty-eight (48) hours. In case damages caused due to leakage or breach of Confidential Information, either party shall be able to take appropriate action as per applicable law. Where Applicable Law means all applicable laws, legislation, ordinances, rules, regulations, statutes, orders, statutory instruments, edicts, bye-law and collective (labor) agreements, having force of law, including all applicable directions, codes of conduct, recommendations, guidelines, decisions or guidance from government, governmental agencies or regulators, in each case whether local, national, international or otherwise existing from time to time, and as the same may be amended or replaced from time to time of the Territory;
- 8.9.** 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.
- 8.10.** The provisions of this clause relating to confidentiality shall survive for three (03) years from the termination/expiry of this Agreement.

9. Miscellaneous.

9.1. Garaj Cloud Service Agreement: Partner access and use of Subscribed Services shall be governed by the Garaj Cloud Service Agreement.

9.2. Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of the Party which occur after the time of signing of this Agreement and which were not reasonably foreseeable at the time of signing of this Agreement and the effects of which are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of terrorism, riots, natural disasters, fire, labor disputes and acts of government. If an event of Force Majeure results in delay or non-performance of a Party for a period of one (01) month, then either Party by serving the other party a written notice to such effect shall have the right to terminate this Agreement with immediate effect without liability towards the other Party.

9.3. Governing Law and Arbitration

- 9.3.1. This Agreement along with Annexes shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan.
- 9.3.2. If at any time, any 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 at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation.
- 9.3.3. 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 through arbitration by a sole arbitrator to be appointed with mutual consent of Parties. The arbitration shall be held under the provisions of the Arbitration Act 1940 as amended. The arbitration shall be held in Islamabad in English language. The award of the arbitration shall be binding on the Parties. The Parties shall bear the cost of the appointed arbitrator equally.

9.4. Authorized Representatives

- a. PMCL and the Partner 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.
- b. 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.

9.5. Amendment

No amendment or other variation of the Agreement or its Annexes shall be effective unless it is in writing, dated, expressly referring to the Agreement, and is signed by a duly authorized representative 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.

9.6. No Waiver of Breach

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.

9.7. Business Practices

In carrying out its respective obligations under this Agreement, the Partner agrees to comply with all applicable laws and regulations of the local country and of any other applicable country, including any country of export. The Partner 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 Partner fails to comply with these business ethics, PMCL shall be entitled (after giving reasonable opportunity to hear to the Partner) to terminate this Agreement and the Partner 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.

9.8. Survival

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

9.9. Entire Agreement

This Agreement and its attached Annexes are intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters.

9.10. Counterparts

This Agreement is written in English language and signed in two counterparts. Each shall be considered as original of the other. Each Party will keep one copy, and all copies shall be signed by the authorized representative of each Party and affixed with its official seal.

9.11. Business Partner Code of Conduct & Health, Safety, Security and Environment (“HSSE”)

- a. Business partner acknowledges that it has received copy of Jazz Business partner Code of Conduct also available at PMCL website <https://jazz.com.pk/newspaper/4-bp-code-of-conduct.pdf> (the "Code") outlined in Annex B of this Agreement 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 this Agreement, including without limitation provisions with regard to anti-bribery and conflicts of interest. All references to VEON shall be read as PMCL as for the purposes of this Code of Conduct.
- b. The Partner 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 Partner shall abide by all the

applicable laws, rules and regulations, including, but not limited to, environment, labor and employment laws. The Partner 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 Partner shall not indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

9.12. 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 mentioned in (“**Annexure A**”) of this Agreement. PMCL shall have the right to immediately terminate this Agreement if Partner is found to be in breach of the said requirements.

9.13. Data Protection

The Parties shall comply with the Data Protection requirements as mentioned in (“**Annexure C**”) of this Agreement.

9.14. Publicity

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

9.15. Intellectual Property

The Partner 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.

9.16. Independent Supplier

The Partner shall perform the Services as an independent Partner and not as an employee of PMCL and none of Partner’s personnel shall be entitled to receive any compensation, benefits or other incidents of employment from PMCL. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between PMCL and Partner, nor shall anything in this Agreement be deemed to create an agency relationship between Partner and PMCL. Neither the Partner nor PMCL shall be or become liable or bound by any representation, act or omission whatsoever of the other Party.

9.17. Assignment and sub-contracting

- a. Neither party shall assign or transfer this Agreement nor do any of its obligations hereunder without the other Party’s express prior written consent. The Partner may, subject to prior consent or approval of PMCL, subcontract any part of the Services to be provided under this Agreement.

- b. Subcontracting shall in no way relieve Partner from its responsibilities or obligations under the Agreement nor create any contractual relationship between PMCL and any sub-partner of the Partner.

9.18. Notices

Any notice given to PMCL shall be deemed properly given if specifically acknowledged by PMCL in writing or when delivered to the recipient by hand, fax, or special courier during normal business hours to the below mentioned address:

Pakistan Mobile Company Limited (“PMCL”), DHQ-1, 1-A Kohistan Road, F-8 Markaz, Islamabad, Pakistan

9.19. Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Annex A

Anti-Corruption, Anti-Money Laundering and Trade/Sanctions Compliance Requirements

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.

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

1.6.2. **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.

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

1.6.4. **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.

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

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

1.9. **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:

2.10.1. 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;

2.10.2. 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;

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

2.10.4. 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

2.10.5. 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 B

Compliance Provisions (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 (PMCLs, suppliers, agents, contractors, consultants, intermediaries, resellers, distributors, third party service providers) 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 a 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 of 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 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;
- 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 C

Data Protection

1. Both Parties shall take all necessary steps to ensure that they comply with license obligations, regulatory requirements, and Applicable Laws. Where ‘Applicable Laws’ means all applicable laws, legislation, ordinances, rules, regulations, statutes, orders, statutory instruments, edicts, by-laws and collective (labour) agreements, having force of law, including all applicable directions, codes of conduct, recommendations, guidelines, decisions or guidance from government, governmental agencies or regulators, in each case whether local, national, international or otherwise existing from time to time, and as the same may be amended or replaced from time to time.
2. Both Parties shall take all necessary steps not to cause or any of its Affiliates to breach license obligations, regulatory requirements and applicable laws and provide all necessary assistance and cooperation as is required by each Party and its Affiliates in order to maintain such compliance.
3. With respect to Data Controller (Party that controls and owns the data) and Data Processor (Party that process data) Personnel, Data Processor warrants, represents, and undertakes that it shall provide all necessary information to and obtain all necessary specific and informed consents in writing from Data Controller in order to ensure that:
 - (a) Both Parties can comply with its obligations to provide information to its Affiliates and any third party under the terms of the Agreement; and
 - (b) the processing of the Personal Information of Data Controller Personnel and their Customers as provided for in the Agreement is compliant with the applicable law. Where ‘Personal Information’ means data or Information extracted from data/information or Personal Information which (in each case) relates to Data Controller’s Personnel, Data Controller’s customers and/or any other person connected with the Data Controller and in respect of which the Applicable Laws apply, and includes traffic data;

4. Data Processor warrants, represents, and undertake that they:
 - (a) have and will maintain all necessary registrations and notifications to Regulators responsible for regulating compliance with license obligations, regulatory requirements, and applicable laws;
 - (b) have and will maintain all necessary registrations and notifications to Regulators and government agencies responsible for security compliance in each country in which Services are provided;
 - (c) will only process Personal Information in accordance with the Agreement. In the event that a legal requirement prevents Data Processor from complying with regulatory authority's instructions or requires Data Processor to process Personal Information other than in accordance with the foregoing sentence, Data Processor shall, unless such legal requirement prohibits it from doing so, promptly inform Data Controller of the relevant legal requirement before carrying out further processing activities;
 - (d) will not acquire any rights or interest in Personal Information (except for the limited licence granted under the Agreement);
 - (e) will maintain proper records of the processing of Personal Information, including details of any processing by its Personnel;
 - (f) will amend, update, delete or supplement any Personal Information forthwith if Data Controller so requests in order to comply with Applicable Law;
 - (g) will ensure that all Personnel involved in the delivery of Services are fully trained on their obligations under Applicable Law; and
5. Both Parties will implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Information and against any accidental loss, destruction of or damages to Personal Information, including (without limitation) by:
 - (a) taking reasonable steps to ensure the reliability of any Personnel who have access to the Personal Information;
 - (b) ensuring a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of the Personal Information;
 - (c) ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (d) ensuring the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and
 - (e) maintaining a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

6. Without affecting its general security obligations, Data Processor will notify Data Controller of any changes that it wishes to implement to its organisational security measures that may affect Personal Information and shall not make such changes if Data Controller determines that such measures will or are reasonably likely to cause a breach of Applicable Law.

7. In the event of a Data Breach, each Party will:

- (a) immediately notify the affecting Party in writing;
- (b) take all steps to mitigate or avoid such Data Breach; and

Where 'Data Breach' means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration or disclosure of, or access to, Customer Personal Information.

8. Both Parties will not publish, disclose or divulge any of the Personal Information to any third party, nor allow any third party to process the Personal Information on their behalf, unless Data Controller has given its prior written consent. Where Data Collector gives such written consent and Data Processor allows a third party to process the Personal Information, Data Processor shall ensure that the third party only processes such data in accordance with the scope of the consent given by Data Controller and that the third party is bound by the same written data protection obligations that Data Controller is subject to under this section.

11. Each Party will promptly (and within not more than 48 hours of the correspondence being received) provide other Party with notice of, and provide full co-operation and assistance in relation to:

- (a) any complaint, request or enquiry made in connection with a data subject's rights in respect of their Personal Information; and
- (b) any queries, complaints and other correspondence with any Regulator in relation to the processing of the Personal Information;
- (c) and Data Processor will respond to any of the foregoing correspondence only after consultation with, and in accordance with the instructions of Data Controller.

12. Without prejudice to above clause, Data Processor will in a timely manner comply with, and support Data Controller to comply with, requests by data subjects to exercise their rights in respect of their Personal Information (including subject access requests).

13. On termination of the Agreement, Data Processor shall cease to use or process any Personal Information received from Data Controller under the Agreement and shall return on demand or, at the request of Data Controller, shall destroy or permanently erase all Personal Information in its possession.

14.1 As directed by the regulatory authority from time to time, both Parties shall ensure confidentiality and privacy of customer's information and to protect customers' data from being disclosed to unauthorized persons and third parties, including to Data Processor's subsidiaries, affiliates and associated companies.

14.2 Both Parties shall comply with any license obligations communicated to it by the regulatory authority from time to time.

14.3 In addition to above, Data Processor is also obligated to ensure confidentiality and protection of privacy of its customers' information under the provisions of, inter alia, following laws/regulations, including various Standard Operating Procedures (SOPs)/Instructions issued by the Regulator/Government from time to time:

- The Pakistan Telecommunication (Re-organization) Act, 1996
- The Prevention of Electronic Crimes Act, 2016
- The Investigation for Fair Trial Act, 2013
- The Pakistan Telecommunication Rules, 2000
- The Subscribers Antecedents Verification Regulations, 2015
- The Telecom Consumer Protection Regulations, 2009
- The Mobile Number Portability Regulations, 2005
- The Protection from SPAM, Unsolicited fraudulent and obnoxious communication Regulations, 2009