

e-Sahulat Franchise Agreement-V:03

[DRAFT]

THIS FRANCHISING AGREEMENT (this "Agreement") is made at Islamabad on this _____ day of July, 2009

BY AND BETWEEN

NADRA Technologies Limited, a public company limited by shares and registered under the Companies Ordinance, 1984 having its registered office at the State Bank of Pakistan Building, Shahrah-e-Jamhuriat, G 5/2, Islamabad (hereinafter referred to as "**NTL**", which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the first part;

AND

_____, son of _____, holding NIC No. _____ resident of _____, Pakistan (hereinafter referred to as "**Franchisee**" which reference shall include the aforesaid Mr. _____, his successors-in-interest, legal heirs, administrators, and permitted assigns, as applicable) of the second part.

NTL and the Franchisee shall hereinafter be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS

- A.** NTL has devised a system referred to as "NADRA e-Sahulat" to enhance services-outreach to all citizens, particularly, in the underprivileged/rural areas in order to bring faster market access by providing professional service touch-points throughout Pakistan.
- B.** The Franchisee is desirous of facilitating the general public/customers in carrying on transactions via the NADRA e-Sahulat system and thus wants to be granted a franchise to operate the same at the Site in accordance with the terms and subject to the conditions set out herein below:

NOW, THEREFORE, A person who is the license holder of NTL and work as an agent for collection of utility payments and holding license of e-Sahulat as trust in consideration of the mutual benefits to be derived and the representations and warranties, conditions and undertakings contained herein, and intending to be legally bound, the Parties hereby agree and this Agreement witnesses as follows:

1. **Definitions:** In this Agreement, unless the context otherwise requires:

"Business Day" means a day, other than Sunday or Pakistan public holiday, on which the principal commercial banks are open for business during normal banking hours in Pakistan.

"Commission" means the commission to be paid by NTL to the Franchisee in accordance with clause _____ of this Agreement, and which forms the sole consideration for the entire scope of services to be rendered and obligations to be assumed by the Franchisee;

"Customer" means any person who carries out an electronic transaction through the NADRA e-Sahulat system.

"Effective Date" means the date ____ (____) weeks from the entering into of this Agreement.

"NADRA e-Sahulat" means the system developed by NTL for facilitation of utility payments and other services by electronic means remained in custody of the franchisee as a trust party; more particularly described in Annex-A.

"Site" means such location, details whereof are given in Annex-B, wherein the Franchisee shall operate the NADRA e-Sahulat system in accordance with the provisions of this Agreement.

"Transaction" means the process commencing with the payment of cash, or otherwise, via the NADRA e-Sahulat system by the Customer and ending with the delivery of the service/product desired by the Customer.

2. **Grant of Franchise.** NTL shall with effect from the Effective Date grant to the Franchisee a non-exclusive franchise license to operate the NADRA e-Sahulat system on the Site as agent. According to the terms and conditions set out in this Agreement. For the avoidance of doubt, it is hereby agreed that NTL shall have the right to grant any number of licenses for operation of the NADRA e-Sahulat in as many locations as NTL may determine in its sole discretion.

3. **Provision of NADRA e-Sahulat.** NTL shall provide the NADRA e-Sahulat to the Franchisee to be deployed and installed in the manner set out in this Agreement. Nothing in this Agreement shall be deemed to imply the transfer of ownership of the NADRA e-Sahulat to the Franchisee. It remains in custody of franchisee as trust party, which shall remain the property of NTL at all times and shall be returned to NTL upon the termination of this Agreement.

4. **Operation of Nadra e-Sahulat.** The Franchisee being an agent of NTL shall operate the NADRA e-Sahulat only at the Site, complying at all times with NTL standards, and shall ensure that the same is not utilized anywhere else or for any purpose whatsoever other than that for which it has been supplied to the Franchisee. The Franchisee shall ensure that the NADRA e-Sahulat is operational for at least a minimum of twelve (12) hours each day from 8:00am to 8:00pm. Personnel of NADRA shall have the unfettered right to access and enter the Sites during all hours throughout the week including Sundays and other holidays for

inspection or any-related purpose. e-Sahulat franchise will not enter into any other business or accept franchise of any other company with the explicit permission by NTL.

5. **License Fee.** The Franchisee shall pay to NTL the sum of Rs...../- (..... Only) as a one-time non-refundable license fee
6. **Commission.** For the services to be rendered hereunder by the Franchisee, the Franchisee shall be entitled to Commission in such amount, manner and frequency as set out in Annex-C to this Agreement, which may be revised by NTL at its sole absolute discretion from time to time. The Franchisee shall only be entitled to the payment of commission as aforesaid on the basis of the Transactions conducted by Customers on the NADRA e-Sahulat and the amounts collected and deposited according to this Agreement. The Commission shall be subject to any deduction/withholdings required to be made by law. The Commission shall be worked out on the basis of a report automatically generated by NADRA server which report shall be considered conclusive, final and binding upon the Parties as regards its contents. Subject to the foregoing, any disagreement regarding the calculation of the Commission must be brought forward by the Franchisee not later than a month after the date of its payment.
7. **Maintenance of Sites.** The Franchisee shall be solely responsible for the maintenance and upkeep of the Site. The Franchisee shall ensure that the Site is maintained in such manner that it always remains an accessible and pleasant enclosed environment that will provide the Customer complete privacy and a controlled weather environment to work in.
8. **NADRA e-Sahulat Media.** The Franchisee shall be responsible for NADRA e-Sahulat connectivity and shall arrange and maintain the last mile media and connectivity including internet connectivity via dial-up, DSL/WLL/ISDN or the like.
9. **NADRA e-Sahulat system & Technical Support.** NTL shall be responsible for ensuring the initial deployment/installation of the NADRA e-Sahulat at the Site. Thereafter, any subsequent technical support required by the Franchisee may be provided by NTL subject to a charge/fee which NTL shall in its sole discretion determine. The Franchisee shall be responsible for the day-to-day operations of the NADRA e-Sahulat, ensuring Customer care and convenience at all times. To achieve the foregoing, the Franchisee shall *inter alia* ensure the deployment of adequate human resources to successfully carry out the Transactions.
10. **Recharging of Account.** In order to avoid any interruption in Transactions or inconvenience to the Customers, the Franchisee shall ensure that there are adequate funds available for operating the NADRA e-Sahulat. Accordingly, the Franchisee shall recharge the account maintained in respect of NADRA e-Sahulat at least three (3) days in advance from any designated bank by NTL in order to maintain sufficient amount of funds for Transactions to be carried out. If the NTL due to some technical reason or bank side mistake imposed excess recharge to ID of any franchisee which he/she never deposited in NTL account, will remained in custody of the franchisee as trust property of NTL. Franchisee has no right to use this amount and liable to inform NTL about this excess recharge and return the amount on same day to NTL. Breach of this content of agreement tantamount to criminal breach of trust.
11. **Payment Receipts.** The Franchisee and/or his representative shall ensure that proper computerized receipt in respect of each Transaction is provided to the Customer at the time of each Transaction is carried out. The Franchisee and/or his representative shall not, under any circumstances or for any reason whatsoever, provide a non-computerized or manually stamped receipt or likewise whatsoever to any Customer. A breach of this provision shall amount to a material breach and automatic termination of this Agreement.

12. **Operational Costs.** The Franchisee shall bear all operational costs of the NADRA e-Sahulat together with charges of all utilities necessary for operation of the same at the Sites including last mile media and for the payment of any tax, levies, or duties imposed in relation thereto.
13. **Franchise Operations** Outlet will be operated as per the instructions, policies, standing operating procedures announced/laid down by the NTL/NADRA management time to time. Special emphasis would be paid towards customer care, complaint resolution of customers and client companies.
14. **Audit of Franchise Outlets** NADRA will carryout inspections and audit of franchise outlets through NADRA management/employees and representatives of respective client companies. Outlets involved in breach of contract provisions and operational instructions/ standing operating procedures can be fined as per policy and instructions in vogue. Serious nature of complaints can even lead to termination of the contract.
15. **Opening of Sub outlets/ Nomination of Agents** Franchise will not carryout business other than the approved place of business. He/ she will neither open sub outlets nor depute agents to collect bills on his/her behalf. Franchisee, his/her nominee, partner, agents' etcetera found doing business on behalf of franchisee would be equally liable for all penalties applicable to franchisee.
16. **Publicity/Advertising.** The Franchisee shall, at his own cost, undertake local publicity and publish material required to attract Customers to use the NADRA e-Sahulat system and may install signboards, etc. in such manner and at such place as may be directed by NTL. Furthermore, NTL may from time to time provide designs, soft copies, images, etc. of publicity material to guide Customers and the general public about the use of NADRA e-Sahulat. In this regard, the Franchisee shall at his own cost and without any financial recourse to NTL whatsoever, produce, print and assemble the NADRA e-Sahulat publicity material as per the designs, soft copies, images etc. provided by NTL and install and distribute the same at or around the Sites, as per NTL's instructions. The Franchisee undertakes to ensure that all publicity material received from NTL shall be prominently and permanently displayed at such a place on the Site as instructed/directed by NTL. Franchisee will use publicity material as per design approved/provided by NTL. Franchisee will not develop publicity material at his will.
17. **Customer Care** The franchise shall be responsible for maintaining the standards of image and customer care as prescribed by NADRA/NTL in Schedule E to this agreement. Any violation of by the franchisee of the standards of image and customer care prescribed by NADRA/NTL shall render the franchisee liable to such penalty and in such manner as may also be set in Schedule D.
18. **Guarantee** Franchisee shall produce an adult male may be blood relative who shall give an undertaking with out limitation, for any discrepancy in amount of cash collected by the franchisee or his nominee on behalf to carry out transactions through e-Sahulat or for any reason what so ever and for any damage caused to e-Sahulat /NTL, in the form set out as Schedule E to this agreement.
19. **Software.** Any software provided by NTL in connection with NADRA e-Sahulat shall be utilized according to the training and instructions provided by NTL in respect thereof. The Franchisee acknowledges that any software that is made available to the Franchisee by NTL is the copyrighted work of NTL and all proprietary rights therein shall at all times vest in NTL. Any tampering of the software by the Franchisee shall constitute a material breach of this

Agreement. The Franchisee shall use any software provided by NTL in connection with NADRA e-Sahulat exclusively at the Site and shall not attempt any dual login or misuse of the same.

20. **Intellectual Property Rights.** Any intellectual property in the NADRA e-Sahulat and its software, including, but not limited to, patent, trademarks, copyright, know-how, publicity material etc. shall at all times belong to and be retained by NTL. Any provisions of this Agreement shall not, unless expressly stated otherwise, be deemed or construed to result in any transfer, assignment or waiver of such intellectual property rights of NTL or license for the use thereof.
21. **Relationship of Parties.** Nothing in this Agreement shall be construed as making the relationship between the Parties a joint venture or partnership, or render either Party liable for any of the debts or obligations of the other Party. The Franchisee shall not purport to be an agent or representative of NTL in any dealings, which the Franchisee may have with any third party, nor permit any person connected with the Franchisee to represent himself in such a way as to lead third parties to believe that they are authorized to act on behalf of NTL. The Franchisee shall not use NTL's name or trademark except as expressly authorized in terms of this Agreement.
22. **Transfer.** It is agreed that this Agreement is personal to the Franchisee and the Franchisee shall not in any way transfer or assign his rights or obligations under this Agreement or the Franchise to any third person or party. Notwithstanding the foregoing, the Franchisee may transfer the Franchise with the prior written consent of NTL, upon such terms and conditions as may be specified by NTL, where after the transferee shall enter into a fresh agreement with NTL
23. **Dispute Resolution.** The Parties shall attempt in good faith to amicably resolve any dispute except criminal breach of trust through senior level of management. Any dispute which is not resolved, and in respect of which the decision of the senior level of management has not become binding, shall be referred to arbitration under the Pakistan Arbitration Act, 1940. Each Party will bear its own attorney's fees and other costs related to the arbitration. The arbitration shall be conducted in Islamabad in English language. Such arbitration will be carried out only in Islamabad city.
24. **Sales Target:** NTL may give targets to franchisees from time to time. Failure to meet these targets on three consecutive occasions shall entitle NTL to terminate this Agreement with immediate effect without giving any notice to franchisees .without arising any liability for NTL out of such termination. It is also agreed by franchisees that upon such termination it shall not have any legal course whatsoever.
25. **Force Majeure.** No delay or failure in performance by either Party shall constitute default hereunder or give rise to any claim for damages if, and to the extent, such delay or failure is caused by force majeure. Force Majeure is an occurrence (i) beyond the control and without the fault or negligence of the Party affected and (ii) which such Party is unable to prevent by the exercise of reasonable diligence including acts of God or the public enemy, expropriation or confiscation of facilities, changes in applicable law, war, acts of terrorism, rebellion, civil disturbances, sabotage, riots, floods, or unusually severe weather; fire, explosions, or other catastrophes; strikes or any other concentrated acts of workers; or other similar occurrences, and (iii) of such an intensity or gravity as to prevent the performance of its obligations for the time being. Both Parties agree that if a Party is delayed in performance of the work by force majeure, the affected Party shall promptly notify the other Party and that Party shall

issue a service change order under which the scheduled date shall be extended by the duration of the force majeure. The affected Party shall use all reasonable efforts to mitigate the effects of a force majeure event forthwith and without delay.

26. **Termination.** This Agreement may be terminated under the following circumstances:
- a. By mutual agreement of the Parties.
 - b. By NTL forthwith, in the event that the Franchisee materially breaches any obligations, representation, warranty or covenant made by it under, or in pursuance of this Agreement.
 - c. By either NTL or the Franchisee, in the event that either Party is unable, as a result of a force majeure occurrence/event, to perform a material portion of its obligations under this Agreement for a period of not less than thirty (30) consecutive calendar days or sixty (60) calendar days in any calendar year.
 - d. By NADRA forthwith, in the event that the Franchisee is unable to meet the sales target as set out in this Agreement.
 - e. By either Party after giving to the other an advance notice of termination of at least thirty (30) days.
27. NTL may also suspend the operations of the Franchise at any time. NTL shall not, because of the expiration, suspension or termination of this Agreement, be liable to the Franchisee for compensation, reimbursement or damages because of the loss of prospective profits or because of expenditures or commitments incurred in connection with this Agreement.
28. NTL may suspend the Franchise agreement if the franchisee is not performing according to the targets given. In such a case a new Franchise may be given at the same territory.
29. **Confidentiality.** Both Parties shall keep the contents of this Agreement and any and all information and data, whether written, oral or electronic, supplied or communicated by NTL to the Franchisee and vice versa in respect of negotiation, preparation and implementation of this Agreement strictly confidential for a period of five (05) years after the termination of this Agreement. Furthermore, such information shall not be disclosed to any third party without the prior written consent of NTL, except if required to be disclosed under legal obligation.
30. **Exclusivity.** During the currency of term of this Agreement the franchisee will not enter into any business or related business being conducted from the platform of e-Sahulat especially bill payment and money transfer, unless specially permitted by NTL. Moreover, the Franchisee will not enter into any arrangement or agreement with anyone offering CNIC-activated bill payment solution, or other like mechanism. Violation to this clause will be taken as serious breach of the agreement and franchisee will be liable to serious disciplinary action leading to cancellation of license without notice or warning.
31. **Limitation of Liability.** Neither Party shall be liable to the other or to any third party (whether in contract, tort, under statute or otherwise (including in each case negligence)) for any of the following types of loss or damage arising under or in relation to this Agreement:
- a. any loss of profits, business contracts, anticipated savings, goodwill, or revenue, and/or
 - b. any loss or corruption or destruction of data; and/or
 - c. any special, indirect or consequential loss or damage whatsoever, and/or
 - d. any loss arising from the transmission of viruses
 - e. whether or not that Party was advised in advance of the possibility of such loss or damage.

32. **Franchisee Insurance.** The Franchisee may obtain and maintain requisite insurance policies (such as cash in safe/transit policy) against any loss or damage whatsoever in respect of the cash/money received by the Franchisee from Customers. In the event of any such loss or damage, the Franchisee shall be solely responsible and shall not be entitled to make any recourse to NTL for compensation of the same. NTL hereby expressly excludes liability for such losses.
33. **Public Service, Non-Victimisation, etc.** The Parties agree to implement this Agreement in good faith mutual cooperation keeping interest of the general public in sight and taking the implementation hereof in the spirit of public service subject, however, to commercial realities. In the same vein, the Parties further agree:
- a. to coordinate their activities for the effective and timely implementation of this Agreement;
 - b. not to victimize each other in respect of implementation of this Agreement;
 - c. to refrain from going public with their mutual disputes in relation to this Agreement and particularly from bringing either Party in disrepute in the eyes of the general public in respect hereof;
 - d. in case of any breach, to adopt/take all mitigating strategies and actions to minimize the effect of any breach; and
 - e. in order to encourage public participation in using e-Sahulat, to consult with each other on marketing strategies and, if necessary, to launch joint marketing in this regard (Note: In any case, the Parties shall be free to conduct their own independent marketing in respect of publicizing the NADRA e-Sahulat and incentivizing the customers of the Franchisee and the general public to make use of them).
34. **Governing Law.** This Agreement shall be governed by the laws of the Islamic Republic of Pakistan and any Pakistani court of competent jurisdiction situated in Rawalpindi and/or Islamabad, shall have jurisdiction to entertain all civil suits/ arising out of or under this Agreement.
35. **Term & Renewal.** This Agreement shall continue till the expiry of 12 (twelve) months from the date of signing of this Agreement and may be renewed for further periods of twelve (12) calendar months each up to a maximum of 60 (sixty) months subject to mutual agreement of the Parties as regards the terms and conditions hereof and payment of a renewal fee of a minimum Rupees Two Thousand Only (Rs. 2000/-) for each renewal.
36. **Miscellaneous.** The Parties hereto acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement, together with the Annexure appended hereto, represents the entire agreement between the Parties in relation to the subject matter hereof and supersedes all or any previous representations, agreements, understandings and/or agreement written or oral between the parties on the subject matter of this Agreement. This Agreement is being executed in two counterparts, each of them to be deemed an original but together the same shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have set their respective hands unto this Agreement on this ____ day of _____, 2009 through their authorized representatives.

FOR AND ON BEHALF OF
NTL

Name:
Designation:

THE FRANCHISEE

Name:
CNIC No:

WITNESSES:

1.

Name:
CNIC No.

2.

Name:
CNIC No.

e-Sahulat Business Model

1. Preamble

NADRA e-Sahulat is designed to enhance services-outreach for the all the citizens particularly of underprivileged areas to bring faster market access through an established channel by offering technology and business opportunities in rural areas as well as in cities. "NADRA e- Sahulat" will enable all concerned to operate as a Franchisee and provide payment services through their own personal computers. The applicant fitting NADRA's Franchisee criteria will become operational after paying a nominal license fees, and will enhance their income via immediate commissions on transactions processed.

2. Purpose. Out-sourcing its kiosk operations to increase its spread to the remote and under privileged communities. NADRA's staff will also be eligible. NADRA is franchising kiosk with a view to: -

- a. Increase the service-outreach nationwide.
- b. Provide a value addition to businessmen by allowing them to earn suitable and immediate income through e-Sahulat with minimal investment.

3. Business Model

- a. Franchise of e-Sahulat is being offered to general public. It is a prepaid manual kiosk that can be operated from their current businesses, shops and any other business site of their choice which is not in conflict with NADRA's policies and business practices. This scheme is being offered for all the cities and towns of Pakistan where dialup or WLL or similar telecommunication technology is available.

- b. NADRA selected employees will act as sales executives and they will be given commission of Rs.1000 against commissioning of each license.
- c. To run Kiosk Franchise in a business like manner the role and responsibilities of Franchisee and Franchiser are enumerated below:-

(1) **Franchisee**

- (a) Acquisition of shop and its subsequent maintenance.
- (b) Manage day-to-day operations.
- (c) Provision and maintenance of last mile media connectivity.
- (d) Ensure customer care and convenience
- (e) Undertake local publicity and material required to attract customers.
- (f) Franchisee will charge his prepaid account by depositing cash of his own choice to any designated banks and will carry transactions till the usage of that credit. Franchisees will recharge their credit to continue the operation.
- (g) Franchisee will arrange a standard P4 computer.
- (h) Development of site as per NADRA's standard

(2) **Franchiser**

- (a) Provision of kiosk software
- (b) Ensuring backend support including Software
- (c) Training of Franchise personnel
- (d) Advertisement and promotional support of e-kiosk
- (e) Value addition by bringing additional products on board.
- (f) Customer Care
- (g) Complaint handling / Management
- (h) Commission management and Account Reconciliation

4. **Eligibility** Eligibility criteria are as under:-
- (a) Matric with computer literacy
 - (b) Both male / female
 - (c) Should be the CNIC holder.
 - (d) Must have business aptitude.
 - (e) Should be able to manage suitable place in highly dense populated area.
5. **Financial Requirements**
- a) Franchise license will be awarded against license fees of Rs.100,000 for Lahore, Faisalabad, Multan, Gujranwala, Sialkot, Rawalpindi and Peshawar cities whereas Rs.20,000 will be charged for rest of the cities.
 - b) Must deposit an initial amount of Rs.100,000 to recharge his personal account to start business.
6. **Product Available at e-Sahulat**
- a. **Products on Board**
 - (1) Collection of utility bills.
 - (2) Dispensing pins for scratch cards (cell phones, calling cards).
 - (3) On line verification (verisys)
7. **Selection Criteria**
- a. Site to be located in densely populated area.
 - b. Site should be centrally located in the small market areas with high footage and traffic.
 - c. Site should be easily accessible to the residents particularly where banks are not available.
 - d. Shop/store owners should earmark a separate place for the customers.

- e. Franchisee can run a suitable business without comprising kiosk image.
- f. Proposed site should serve minimum 2-3k housing units and be suitably located.
- g. Selected party must have the potential to run operations as per specified time durations i.e. 12 hours a day.
- h. Site should be secure and safe.
- j. NADRA will formally approve the proposed site keeping in view the commercial consideration.

8. Conclusion. Franchising of NADRA-e-Sahulat is a process to increase the payment service-outreach by creating a public - private partnership utilizing available and low cost technologies. In addition, enhancing small businesses will empower all variety of businessmen and enabled set a path for rapid development of rural and under-serviced population.

Annex -B

Site details

The site location can not be changed with the prior approval of PSD HQs.

The Site Detail is:-

Street Address	
Union Council	
City	
District	
Rented / Owned	
(Incase of rented location) Returned Contract Period from _____ to _____	
Area of Outlet	
Seating Capacity for Consumers:	
Availability of Toilet	
Availability of Drinking Water	

Schedule - C

Revenue Sharing Structure.

Franchisees will be paid following charges for the service being rendered

- | | | | |
|-----|----------------------------|---|-------------------------------|
| (1) | Utility/Post paid bills | - | Rs. 5.00 per transaction |
| (2) | Mobile phone & WLL cards | - | 3% of face value |
| (3) | WLL Cards | - | 2.5% of face value |
| (4) | Calling Cards | - | 5% of face value |
| (5) | Internet cards | - | 10% of face value |
| (6) | Online verification | - | Rs. 10.00 per transaction |
| (7) | Commission on new products | | will be decided by franchiser |

Customer Care

NADRA believes in true “Customer Care” that is a customer service seeks to acquire new customers, provide superior customer satisfaction, and build customer loyalty. Franchisee will be responsible to provide best customer care environment to customers. Some guiding principles are as under:-

- ❖ Greet the customer with Asslamualikum
- ❖ Be courteous and helpful to customers
- ❖ Remain positive
- ❖ Be responsible and accountable
- ❖ Collect the utility bills along with the amount from customer with smile
- ❖ Count the amount and return the remaining amount to the consumer, if any.
- ❖ Handover the electronic receipt to the consumer/customer
- ❖ Say “thanks/Sukaria” and ends on the hope that the customer will visit again

Schedule E

BOND / UNDERTAKING

Whereas I, _____ S/o _____ holding CNIC No: residence of house No: _____ (hereinafter referred to as the “Surety” which expression includes my heirs and successors-in-interest legal heirs and permitted assigns) am guarantor of Mr. _____ S/O _____ holding CNIC No. _____ Resident of _____ (hereinafter referred to as “Franchisee” which reference shall include his successors-in-interest, legal heirs, and permitted assigns, as applicable).

WHEREAS

(A) NADRA Technologies Limited, a public company limited by shares and registered under the companies ordinance, 1984 having it’s registered office at the state bank of Pakistan building, Shahrah-e-Jamhuriat, G-5/2 Islamabad (hereinafter referred to as “**NTL**”, which expression shall, where the context so permits, include its successors in capable inter alia of carrying out electronic transactions, including payment of utility bills, and is the sole holder of all good will associated with and the intellectual property rights in relation to the Kiosk machine.

(B) The franchisee is desirous of facilitating customers in carrying out transactions through NADRA e-Sahulat and to offered them other facilities that could be made available in future through such Kiosk machines.

(C) In this regard, NTL has agreed to enter a franchising agreement with the franchisee (“Franchising Agreement”). Pursuant to clause 18 of the franchising agreement, the franchisee is solely responsible for the security of the e-Sahulat and an cash collected thereby an undertaking to indemnify NTL in respect of any loss to NTL, and thereby act as surety for the franchisee.

(D) I am desirous of giving and undertaking as aforementioned to indemnify NTL in respect of any loss to NTL occasioned by the franchisee and thereby agree to act as surety for the franchisee.

NOW, THEREFORE, in consideration of the foregoing, I do hereby give an undertaking as follows:

1. In the event of any loss of cash to e-Sahulat / NTL, for reasons attributable to the franchiser, I shall indemnify NTL against all such losses, damage, cost and expense which NTL may incur as a consequence thereof, including by reason of any damage to the e-Sahulat or any loss. Shortfall, discrepancy, etc, Of any cash deposited therein or collected thereby, for any reason whatsoever, without delay.

2. Upon being requited to do so by NTL, by notice in writing, I agree to perform the undertaking (S) given herein at my own expense or take whatever steps as may be necessary to cleat all outstanding sums payable to NTL under clause 1 above.

3. It is hereby further agreed and declared that the decision of NTL regarding a loss suffered by it on account of any default or breach by the Franchisee of any of his obligations mentioned as aforesaid shall be conclusive, final and binding on me and shall not be questioned by me any means and at any forum whatsoever.

4. I agree to stand during the subsistence of Franchising Agreement.

IN WITNESS WHEREOF, I do hereby set my hand on to this Bond / Undertaking on this..... day of2009 at

Name: _____

Name: _____

NIC No: _____

Designation: _____

NIC No: _____

Witness:-

1. Name: _____

CNIC No: _____

2. Name: _____

CNIC No: _____