

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan as they may be issued and enforced from time to time;
- (b) "Contract" means this Contract between FBR and the PRAL;
- (c) "Effective Date" means the date on which this Contract comes in to force and effect pursuant to Clause 2.1 hereof;
- (d) "Party" means FBR or the PRAL, as the case may be and "Parties" means both of them"
- (e) "Services" means the work to be performed by the PRAL pursuant to this Contract' as described in Appendix A hereto;
- (f) "Starting Date" means the date referred to in Clause 2.2 hereof;

## 1.2 Relation between the Parties

Nothing contained herein shall be constructed as establishing a relation of master and servant or of agent and principal as between FBR and the PRAL and Employees or Personnel of the PRAL shall in no way be deemed to be employees of FBR.

## 1.3 Law Governing Contract and Jurisdiction

This Contract, it's meaning and interpretation and the relationship between the Parties shall be governed by the Applicable Law. The courts of Pakistan in general and those at Islamabad in particular shall have exclusive jurisdiction.

## 1.4 Language

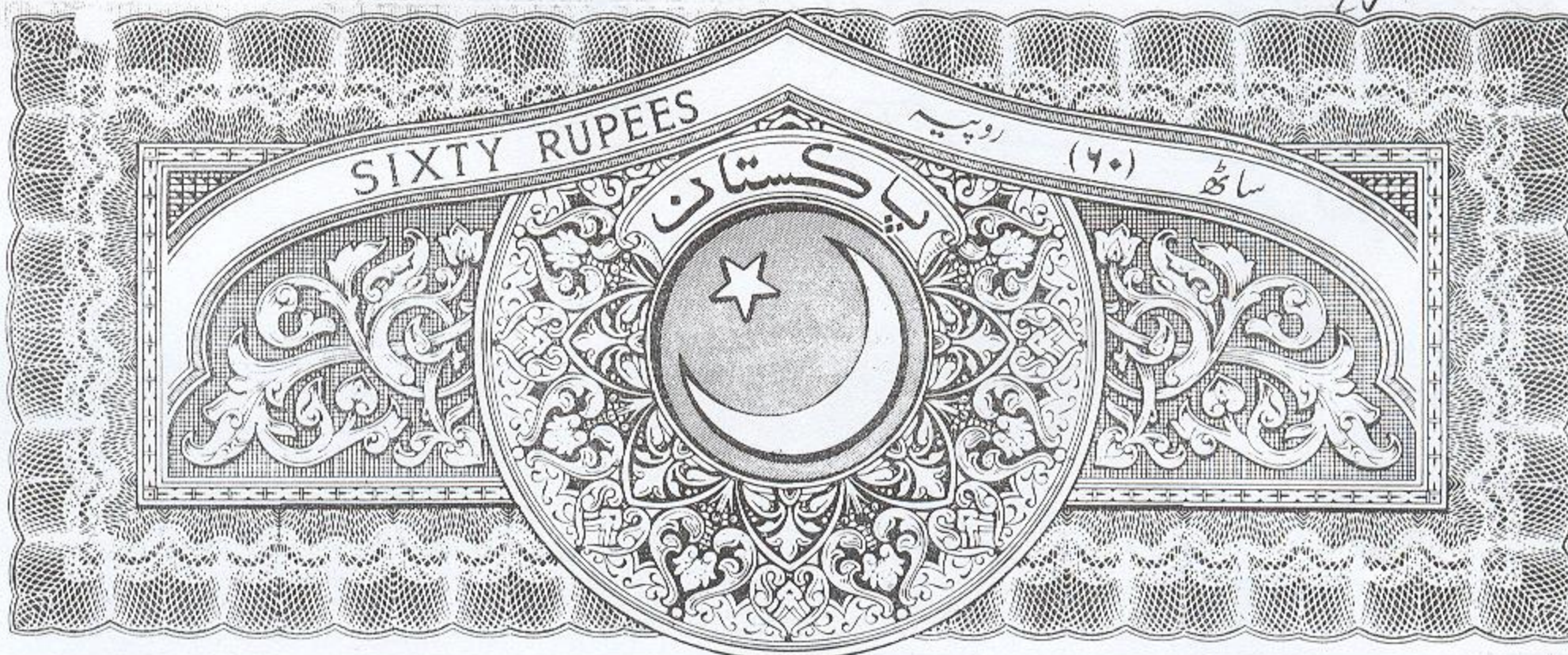
This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.5 Notices

- 1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the

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### CONTRACT BETWEEN PRAL AND FBR

This CONTRACT is made at Islamabad on the 16<sup>th</sup> DEC 2008 between the President of the Islamic Republic of Pakistan through the Federal Board of Revenue, Revenue Division, Ministry of Finance & Revenue, Government of Pakistan, Constitution Avenue, Islamabad (hereinafter called the "FBR"), on the one hand, and PAKISTAN REVENUE AUTOMATION (PRIVATE) LIMITED, (hereinafter called "PRAL"), a company incorporated under the laws of Pakistan and having its registered office at Hall No. 506, 5<sup>th</sup> Floor, Evacuee Trust Complex, Sir Agha Khan Road, Islamabad. On the other hand (hereinafter referred to individually as "a Party" and collectively as "the Parties").

#### WHEREAS

- (A) FBR has requested PRAL to provide services related to development of new application software for the use of FBR, maintenance and supporting computer applications at various locations of the Direct and Indirect Taxes, operations, maintenance and technical support for the Customs Facilitation Centers of Customs and NTN Center/Cells spread throughout the country, data entry of documents / tax returns / payments receipts / challans, maintenance and repair of CCTV System and X-Ray Machines of FBR at Karachi, Lahore, Islamabad, Quetta and Peshawar Airports and Wagha Railway Station, and PRAL have agreed to provide such services; and
- (B) The following documents attached hereto shall be deemed to form an integral part of this contract; and

Appendix A (Scope of Work) including Appendix 'A-1'  
 Appendix B (Fee and Terms of Payment)  
 Appendix C (Declaration)

NOW THEREFORE the Parties hereto agree as follows:

## 1. GENERAL PROVISIONS

### 1.1. Definitions

Unless the context otherwise requires, the following text wherever used in this contract shall mean:

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*[Signature]*



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APPENDIX 'C'

APPENDIX 'C' TO CONTRACT BETWEEN PAKISTAN REVENUE AUTOMATION  
(PVT.) LTD. AND FEDERAL BOARD OF REVENUE.

DATED 16<sup>th</sup> DEC 2008

**DECLARATION**


PRAL hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit for Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

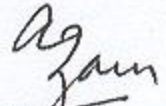
Without limiting the generality of the forgoing, PRAL represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent associate, broker, consultant, director, promoter, share holder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurements of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

PRAL certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

PRAL accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, The PRAL agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by PRAL as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

  
**NASIR UDDIN KHAN**  
Chief Executive Officer  
Pakistan Revenue Automation (Pvt.) Ltd  
Islamabad - Pakistan

  
**Ch. Muhammad Azam**  
Member (Admn)  
Federal Board of Revenue  
Islamabad



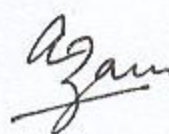
APPENDIX 'B' TO CONTRACT BETWEEN PAKISTAN REVENUE AUTOMATION  
(PVT.) LTD. AND FEDERAL BOARD OF REVENUE.DATED 16<sup>th</sup> Dec 2008

## FEE

1. Fee for the services payable to the PRAL as per clause 6.1.1 of the Contract will be calculated on the basis of resources deployed. Estimated cost of services to be paid to PRAL for the services rendered during financial year 2008 – 2009 shall be approximately Rs. 397 million and can increase or decrease in relation with requirement of FBR.
2. FBR agrees to pay total cost on the manpower resources deployed by PRAL for its assignments and additional 50% of total manpower cost deployed on FBR assignments to cover back office support, details of which shall be provided by PRAL to the FBR.
3. FBR agrees to pay expenditure incurred on Traveling Allowance/Daily Allowance of the manpower resources deployed on FBR assignments to perform their duties as per actual.
4. FBR also agrees to provide a congenial working environment inclusive of complete furnished offices and utilities at its installations where manpower resources are deployed / required to be deployed by PRAL in order to support FBR operations.
5. Payments to PRAL shall be paid quarterly in advance based on the original estimates.
6. PRAL shall submit to the Member (IMS) details of monthly expenditure incurred on FBR assignments for adjustment of advance on or before 15<sup>th</sup> day of the next month.
7. Details of deliverables against receipt of payments shall be made by PRAL to the Member(IMS) along with the monthly adjustment of advance expenditure.



**NASIR UDDIN KHAN**  
Chief Executive Officer  
Pakistan Revenue Automation (Pvt.) Ltd  
Islamabad - Pakistan



**Ch. Muhammad Azam**  
Member (Admn)  
Federal Board of Revenue  
Islamabad



LIST OF INSTALLATIONS	
S.No.	DIRECTORATES / COLLECTORATES
1	APPRAISEMENT
1.1	CUSTOM HOUSE KARACHI
1.2	EXAMINATION SHEDS (WEST WHARF)
1.3	EXAMINATION SHEDS (EAST WHARF)
2	PREVENTIVE
2.1	OIL SECTION
2.2	A.F.U. IMPORTS
2.3	I.C.G
2.4	GATES
3	EXPORTS
3.1	A.F.U. EXPORTS
3.2	M.I.YARD
3.3	E.P.Z
3.4	PORT QASIM EXPORTS
4	PORT QASIM
4.1	Q.F.S
4.2	Q.I.C.T
4.3	CUSTOM HOUSE
5	HYDERABAD
5.1	NLC DRY PORT
5.2	CUSTOM HOUSE
6	MULTAN
6.1	DRY PORT
6.2	MUZAFARGARH
7	FAISALABAD
7.1	A.F.U
7.2	DRY PORT
8	SIALKOT
8.1	DRY PORT SAMBRIAL
8.2	G.P.O
9	LAHORE
9.1	A.F.U
9.2	DRY PORT MUGHALPURA
9.3	DRY PORT N.L.C
9.4	CUSTOM HOUSE
10	RAWALPINDI / ISLAMABAD
10.1	A.F.U
10.2	DRY PORT MARGALLA
10.3	DRY PORT SUST
10.4	CUSTOM HOUSE
11	PESHAWAR
11.1	A.F.U
11.2	DRY PORT RAILWAY
11.3	TORKHUM
11.4	CUSTOM HOUSE
12	QUETTA
12.1	A.F.U
12.2	DRY PORT RAILWAY STATION
12.3	DRY PORT N.L.C
12.4	CHAMAN
12.5	GIDDANI
12.6	CUSTOM HOUSE

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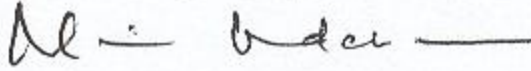


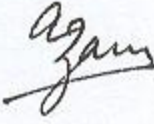
**APPENDIX A TO CONTRACT BETWEEN PAKISTAN REVENUE  
AUTOMATION (PVT) LTD AND FEDERAL BOARD OF REVENUE  
DATED 16<sup>th</sup> DEC 2008**

**SCOPE OF WORK**

1. The proposed assignment will be divided into the following broad parts from the point of view of scope of work and methodology:

- i. PRAL shall contribute in the process of Business Process Re-engineering (BPR) automation or any other Information Communication Technology related service on the request of FBR.
- ii. Operational support at all the computer installations of FBR, Income Tax, Sales Tax, Customs and Central Excise including RTOs, MTUs, LTUs located at Karachi, Hyderabad, Quetta, Sukkar, Multan, Bahawalpur, Faisalabad, Gujranwala, Sahiwal, Sargodha, Sialkot, Lahore, Rawalpindi, Islamabad, Peshawar.
- iii. Data entry of Tax Returns, Registers and Payment Receipts / Challans.
- iv. Operational management of all the Customs Facilitation Centers at the locations mentioned in Appendix-A1.
- v. Technical and operational support for the N.T.N. Center at Islamabad and NTN Cells at Rawalpindi, Lahore, Karachi, Gujranwala, Sialkot, Sahiwal, Faisalabad, Abbotabad, Peshawar, Bahawalpur, Multan, Hyderabad, Quetta, Sukkur Sargodha and Islamabad.
- vi. maintenance and repair of CCTV System and X-Ray Machines of FBR at Karachi, Lahore, Islamabad, Quetta and Peshawar Airports and Wagha Railway Station

  
**NASIR UDDIN KHAN**  
Chief Executive Officer  
Pakistan Revenue Automation (Pvt.) Ltd  
Islamabad - Pakistan

  
**Ch. Muhammad Azam**  
Member (Admn)  
Federal Board of Revenue  
Islamabad



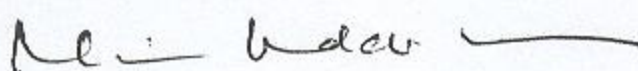
8.2 Right to Arbitration

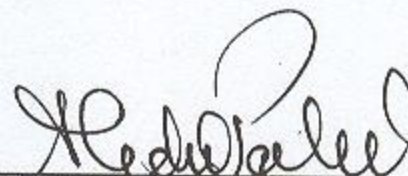
Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to the Secretary, Law, Justice, and Human Rights Division, who, or his nominee, shall act as sole arbitrator. The decisions and award made by the sole arbitrator shall be final and binding on the Parties.

IN WITNESS WHEREOF; the Parties hereto have caused this Contract to be signed in their respective names as of the place, day, month and year first above written.

FOR AND ON BEHALF OF PAKISTAN  
REVENUE AUTOMATION (PRIVATE) LTD

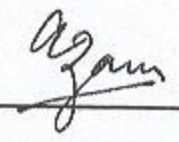
Witnessed By:

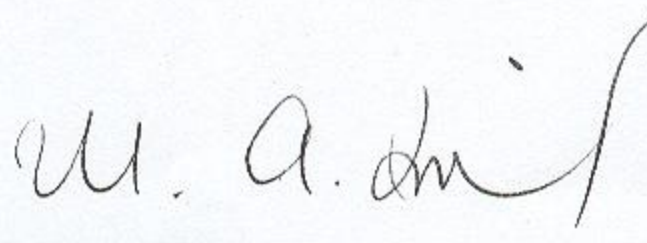
BY   
**NASIR UDDIN KHAN**  
Chief Executive Officer  
Pakistan Revenue Automation (Pvt.) Ltd.  
Islamabad - Pakistan

  
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FOR AND ON BEHALF OF PRESIDENT OF  
THE ISLAMIC REPUBLIC OF PAKISTAN THROUGH  
FEDERAL BOARD OF REVENUE  
GOVERNMENT OF PAKISTAN

**Abdul Jaleel**  
Chief (Administration)  
Federal Board of Revenue  
Islamabad

BY   
\_\_\_\_\_  
**Ch. Muhammad Azam**  
Member (Admn)  
Federal Board of Revenue  
Islamabad

  
\_\_\_\_\_  
**M. AMIR SIAL**  
Secretary (Bud & Exp)



6. **PAYMENT TO THE PRAL**

6.1 **Payment to the PRAL**

- 6.1.1 In consideration of the services, FBR shall pay to the PRAL fee as specified in Appendix B to this Contract.
- 6.1.2 In the event of any additional work being required to be done, the same shall be communicated to PRAL in writing by FBR and the fee payable for such additional work will be mutually agreed in writing. The additional work will only be undertaken subject to mutual agreement in writing on the fee payable.
- 6.1.3 Any additional work required to be done will not, in any way, be linked to the scope of work or payment of fees under the services to be provided hereunder, and as set out in Appendix 'A'.
- 6.1.4 Additional funds to purchase of computer hardware, spare parts, licensed software and any other such material as may be required for preventive maintenance of computer hardware. The estimate will be communicated to FBR for approval. The preventive maintenance shall be executed subsequent to approval of cost estimates by FBR.

6.2 **Currency of Payment**

Payments pursuant to Clause 6.1 shall be made in Pakistani rupees.

6.3 **Mode of Billing and Payment**

Billings in respect of the Services shall be made in accordance with the schedule given in Appendix B to the Contract. Payments shall be made within thirty (30) days of receipt of invoice by FBR.

7. **FAIRNESS AND GOOD FAITH**

7.1 **Good Faith**

Both Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. **SETTLEMENT OF DISPUTES**

8.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

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## 5. OBLIGATIONS OF FBR

### 5.1 Assistance and Exemptions

FBR shall:

- (a) provide the PRAL with all such documents as shall be necessary to enable the PRAL, the permitted Sub-Contractor or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of FBR all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (c) provide to the PRAL fully furnished offices at each of the computer Installation of the FBR and other computer installations with suitable level of authority for carrying out the work required;
- (d) provide stationery, consumables and other such materials as may be required for carrying out the task out of the sanctioned budget of that office.

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the PRAL in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PRAL under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

### 5.3 Payment

In consideration of the Services performed by the PRAL under this Contract, FBR shall make to the PRAL such payments and in such manner as is provided by Clause 6 of this Contract.

### 5.4 Indemnification by either Party

Each Party shall keep the other harmless and indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, costs, and claims, including but not limited to, legal fees and expenses, suffered by the indemnified Party except where such loss, damage, injury or death is the direct result of the wrongful action, negligence or breach of Contract of the indemnifying Party.

### 5.5 Additional Work

5.5.1 In the event of any additional work being required to be done, this fact will be communicated in writing by the FBR and the fee payable will be mutually agreed in writing. The additional work will only be carried out after this has been done.

5.5.2 Any additional work required to be done will not, in any way, be linked to the scope of work or payment of fees under the basic work to be done in this Contract.

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### 3.2 Conflict of Interests

#### 3.2.1 PRAL not to Benefit from Commissions, Discounts, etc.

The remuneration of the PRAL pursuant to Clause 6 hereof shall constitute the PRAL's sole remuneration in connection with this Contract or the Services and the PRAL or its personnel shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

#### 3.2.2 Prohibition of Conflicting Activities

The PRAL shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### 3.3 Confidentiality

The PRAL shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services under this Contract without the prior written consent of FBR.

### 3.4 Documents prepared by the PRAL to be the Property of FBR

All reports and other documents prepared by the PRAL in performing the Services shall become and remain the property of FBR, and the PRAL shall, not later than upon termination or expiration of this Contract, deliver all such documents to FBR, together with a detailed inventory thereof. The PRAL may retain a copy of such documents but shall not use them for the purposes unrelated to this Contract without the prior written approval of FBR.

### 3.5 Equipment and Materials furnished by FBR

Equipment and materials made available to the PRAL by FBR shall be the property of FBR and shall be marked accordingly and an upto date inventory of the same countersigned by the PRAL and a copy thereof shall be supplied to FBR. Upon termination or expiration of this Contract, the PRAL shall make available to FBR an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with FBR's instructions. FBR shall be responsible for insuring such equipment.

### 3.6 Indemnification for Intellectual Property Rights

The PRAL Shall be exclusively responsible for the defence and payment of compensation to the third party regarding the claims for violation of Intellectual Property rights.

## 4. PRAL'S PERSONNEL

### 4.1 General

The PRAL shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

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2.8.3 - Either **Party** may terminate this Contract by giving three months written notice.

#### 2.8.4 - Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration including the right to receive or make payment for services performed, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof and (iv) any right which a Party may have under the Applicable Law.

#### 2.8.5 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the PRAL shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the PRAL and equipment and materials furnished by FBR, the PRAL shall proceed as provided, respectively, by Clause 3.5 hereof.

#### 2.8.6 Payment upon Termination

Upon termination of this Contract pursuant to Clause 2.8.1 hereof, FBR shall make the following payments to the PRAL:

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed upto the date of receipt by the PRAL of the Notice of Termination;
- (ii) except in the case of termination pursuant to paragraph (a) through (c) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- (iii) The PRAL obligations shall be determined by the Board of Directors, after discussing the matter with CEO PRAL, and Board of Directors decision shall be final.

### 3. OBLIGATIONS OF THE PRAL

#### 3.1 General

##### 3.1.1 Standard of Performance

The PRAL shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices.

##### 3.1.2 Law Governing Services

The PRAL shall perform the Services in accordance with the Applicable Law (Pakistani Laws).

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#### 2.6.4 - Extension of Time

Any period, within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.6.5 - Consultation

Not later than fifteen (15) days after the PRAL, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.7 Suspension

FBR may by written notice of suspension to the PRAL, suspend all payments to the PRAL hereunder if the PRAL fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the PRAL to remedy such failure within a period not exceeding fifteen (15) days after receipt by the PRAL of such notice of suspension.

### 2.8 Termination

#### 2.8.1 - By FBR

FBR may forthwith terminate this Contract in the event the PRAL become insolvent or enter into any agreement with their debtors for relief of debt or take advantage of any law for the benefit of Creditors or go into liquidation or receivership whether compulsory or voluntary. FBR may, by not less than thirty (30) days written notice of termination to the PRAL terminate this Contract:

- (a) if the PRAL fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 herein above, within fifteen (15) days of receipt of such notice of suspension or within such further period as FBR may have subsequently approved in writing;
- (b) if the PRAL fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (c) if, as the result of Force Majeure, the PRAL are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

#### 2.8.2 - By the PRAL

The PRAL may, by not less than thirty (30) days' written notice to FBR, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.8.1, terminate this Contract:

- (a) if FBR fails to pay any money due to the PRAL pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within thirty (30) days after receiving written notice from the PRAL that such payment is overdue;
- (b) if FBR fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

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## 2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by and between the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## 2.6 Force Majeure

### 2.6.1 - Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.6.2 - No Breach of Contract

The failure of a Party to fulfill any of its obligations, hereunder, shall not be considered to be a breach of or default under, this Contract, insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 2.6.3 - Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



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communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For PRAL:	Chief Executive Officer Pakistan Revenue Automation (Pvt) Limited 506, 5 <sup>th</sup> floor Evacuee Trust Complex Sir Agha Khan Road Islamabad.
For FBR:	Member (Administration) Federal Board of Revenue Constitution Avenue Islamabad.

1.5.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, telegrams and facsimiles, end of the second working day following confirmed transmission.

1.5.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

## **1.6 Location**

The Services shall be performed at such locations as are specified in Appendix- A hereto.

## **1.7 Authorized Representative of PRAL**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed on behalf of the PRAL by Chief Executive Officer, Pakistan Revenue Automation (Pvt.) Ltd.

## **1.8 Taxes and Duties**

The PRAL shall be responsible for and shall pay all taxes, duties, fees, levies and other impositions levied under the Applicable Law.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall be deemed to have entered into force and effect on 01-07-2008. (the "Effective Date").

### **2.2 Commencement of Services**

The PRAL shall be deemed to have begun carrying out the Services on 01-07-2008.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.8 hereof, this Contract shall be for a period from 01-07-2008 to 30-06-2009. This contract may be extended by mutual written agreement between the parties provided that such written agreement is reached prior to the date of expiry.

NK  
*[Signature]*