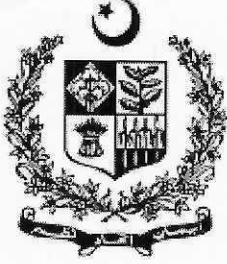


E-STAMP
(Islamabad Capital Territory)



ICT-F44CB2B75ECA8E09

PSID-1012300032629070987

Rs 100/-

One Hundred Rupees Only

Purpose : AFFIDAVIT - 4
Applicant : Muhammad Johar [42201-9485098-1]
S/O : Amin Ullah
Address : Islamabad
Issue Date : 14-Jul-2026, 11:05:23 AM
Delisted On/Validity : 29-Jul-2026
Paid Through Challan : 202664B96C7DC63D
Reason : Wolfiz Solutions (Private) Limited

نوٹ : یہ فراہم شدہ سروسز کے لیے قابل استعمال ہے۔ اسی اسٹامپ کی تصدیق بذریعہ ویب سائٹ، گیم آرکائیو سے کی جاسکتی ہے۔

Please Write Below This Line

AGREEMENT FOR THE PROCUREMENT WEBSITE MAINTENANCE SERVICES (LOT III)

This Agreement for the Procurement of Website Maintenance Services (LOT III) (hereinafter referred to as the “**Agreement**”) is made and entered into at 15b on this 21 day of July 2026 (the “**Signing Date**”).

By and Between

Export-Import Bank of Pakistan, a statutory corporation established under Export-Import Bank of Pakistan Act, 2022, a wholly owned entity by the Government of Pakistan, having its head office at Office No. 510-512, 5th Floor Evacuee Trust Complex, F-5/1, Islamabad, Pakistan acting through its duly authorized officer/s (hereinafter referred to as “**EXIM Bank**” which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

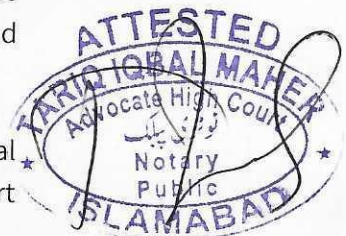
Wolfiz Solutions (Private) Limited, a (Pvt.) Ltd. company incorporated under the laws of Pakistan, having its registered office at **2nd Floor, EOBH House, G-10, Mauve Area, Islamabad** acting through its duly authorized representative (hereinafter referred to as “**Vendor**” which expression shall wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the other part;

Both EXIM Bank and Vendor may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS

- EXIM Bank intends to procure the services of the Vendor website maintenance (LOT WISE) which are fully described in detail in Annexure A appended to this Agreement (the “**Services**”).
- The Vendor has qualified through the bidding process and has agreed to provide successfully the required aforesaid Services in accordance with the terms and conditions described herein.
- The Vendor represents and warrants that it has the required credentials, professional skills, personnel and technical resources to provide required aforesaid support Services.

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NOW THEREFORE, in consideration of mutual covenants set forth in this Agreement, the Parties agree as follows:

1. Definitions

- a) **"Agreement"** means this Agreement and includes all Annexures attached thereto or incorporated therein by reference;
- b) **"Payment"** means the price to be paid by EXIM Bank to the Vendor
- c) **"Effective Date"** shall mean the date mentioned in Clause 3 of the Agreement.
- d) **"Party"** means a party to this Agreement and the term **"Parties"** shall be construed accordingly;

2. Interpretation

For the purposes of interpretation and construction of this Agreement:

- a) Words importing one gender include the others;
- b) Words importing the singular or plural number include the singular and plural number respectively;
- c) References to clauses and Annexures are references to clauses and Annexures in this Agreement; and
- d) Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement.

3. Duration and Scope of Work

- a) This Agreement sets out the terms and conditions upon which the Vendor shall provide the Services to EXIM Bank.
- b) This Agreement shall come into force and effect on **16th June, 2026** and shall continue to remain in force for a period of one (01) year (the **"Term"**) unless terminated earlier as per the provisions of this Agreement. The Term may be extended by the mutual written consent of the Parties on such terms and conditions as they may agree.

4. Vendors Representations and Warranties

- a) The Vendor hereby represents and warrants that it possesses the necessary qualifications, experience, technical expertise, and resources to perform the Services related to creative design, social media management, and website maintenance in a professional and timely manner.
- b) The Vendor hereby represents and undertakes that it shall comply with all applicable laws, regulations, and guidelines, including but not limited to digital content regulations, intellectual property laws, and any applicable procurement rules (e.g., PPRA, where applicable).
- c) The Vendor hereby represents and undertakes that all creative content, designs, campaigns, website developments, and deliverables produced under this Agreement shall be original and shall not infringe upon any third-party intellectual property rights. Ownership of final approved deliverables shall be transferred to the Client unless otherwise agreed.
- d) The Vendor represents and warrants that it shall perform the Services, obligations, duties and responsibilities with reasonable care, due diligence and professional skill. Further, it shall be responsible for the losses and damage caused by its, or its employees', negligence during the performance of Services, obligations, duties and responsibilities and make them good and remedy the loss solely at its own risk and cost and without any expenditure to EXIM Bank.
- e) The Vendor represents and warrants that the Human Resources assigned would be educated, trained, experienced and fully capable of performing the required Services as per the requirements of EXIM Bank.
- f) The Vendor represents and warrants that it shall be directly responsible for the management, control and supervision of all the infrastructure, its human resources, hardware, licenses and software engaged by it for rendering Services in connection with the execution of this Agreement. Furthermore, all personnel employed by the Vendor who perform Services pursuant to this Agreement shall for all practical purposes be assumed to be employees of the Vendor and at no time during the continuance of this Agreement be deemed as the employees of EXIM Bank, nor such employees shall pose themselves as employees of EXIM Bank.



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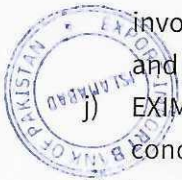
- g) The Vendor agrees and warrants to indemnify and hold EXIM BANK harmless against any and all claims, demands or legal proceedings initiated by the Vendor's employees or any other person /authority in respect of any accidents, injuries deaths, unpaid wages, contributions, other benefits including workmen's compensation claims or any other grievances arising out of their employment with the Vendor.
- h) The Vendor warrants and undertakes to keep safe any data/information of EXIM Bank that comes in its custody indemnified against any theft, damage or loss of any kind. In case any losses are attributed to any act, omission or negligence of the Vendor or its employees, EXIM Bank shall be entitled to, without prejudice to any other penal action or recourse available to it, recover such losses or damages from the charges payable to the Vendor.
- i) The Vendor warrants and undertakes to abide by all the rules, laws and regulations and fulfil all the requirements of Government of Pakistan relating but not limited to personnel, human resources, data security and services falling under this contract. EXIM Bank shall not be held responsible for any of the aforementioned.
- j) The Vendor shall, in all matters arising in the performance of the Agreement, conform, in all respects, with provisions of all federal, provincial and local laws, statutes, regulations and by-laws in force in Pakistan and shall keep EXIM Bank indemnified against all penalties and liabilities of any kind for breach of any of the same.

5. Contract Documents and Information

The Vendor shall not, without the EXIM Bank's prior written consent, make use of the Agreement, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of EXIM Bank in connection therewith, except for purposes of performing the Agreement or disclose the same to any person other than a person employed by the Vendor in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

6. Payment Terms

- a) As consideration for the provision of the Services by the Vendor to EXIM Bank. EXIM Bank shall pay the Vendor the service charges in accordance with the rates and terms set out in Annexure B appended to this Agreement (the "**Payment**")
- b) Payment for creative campaigns, website development, or major upgrades shall be made based on agreed milestones, subject to successful completion and formal approval by EXIM Bank.
- c) EXIM Bank shall make the payment by cross cheque or will be made via bank transfer, in name of the Vendor within thirty (30) days after receipt and acceptance of original error free invoice(s) from Vendor. Taxes shall be deducted at source as per applicable laws.
- d) Any increase and/or decrease or imposition of new tax(es)/government levies during the Term shall be adjusted according to the law.
- e) No payment shall be made to Vendor in advance as mobilization advance or on any other account.
- f) The payment shall be made to Vendor only when it is on the Active Taxpayers List (ATL) of FBR. If Vendor is not in ATL at the time of processing of invoice, no payment shall be made until Vendor appears in ATL of FBR.
- g) If the progress of the Services is not to the satisfaction of the management of EXIM Bank, the management has the right to cancel the Agreement, get the work done from any third party at its discretion and recover from Vendor, the amount that, if any, EXIM Bank has to pay in excess of the Payment. In addition, EXIM Bank may forfeit the Performance Security of the Vendor.
- h) The Payment shall be made in PKR.
- i) The Vendor shall submit invoices according to the payment schedule mentioned in the Agreement. Each invoice must be accompanied by relevant documentation, including service reports, maintenance records, and any other documents required by EXIM Bank to verify the completion of the work.
- j) EXIM Bank reserves the right to withhold or deduct payments in case of non-compliance with the terms and conditions specified in the Agreement.
- k) In case of delays or failure to meet agreed Service, the penalties shall be charged.



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7. Contract Amendment

- a) EXIM Bank may, at any time, by written notice served on the Vendor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services, in whole or in part.
- b) The Vendor shall, within three working days of receipt of such notice, submit a cost estimate and execution schedule (if any) of the proposed change (hereinafter referred to as the "**Change**"), to EXIM Bank.
- c) The Vendor shall not execute the Change until and unless EXIM Bank has allowed the said Change, by written order served on the Vendor.
- d) The Change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall apply to the said change.
- e) No variation in or modification in the Agreement shall be made, except by written amendment signed by authorized representatives of both the Parties.

8. Assignment / Subcontract

- a) The Vendor shall not assign or sub-contract its obligations under the Agreement, in whole or in part, except with the EXIM Bank's prior written consent.
- b) The Vendor guarantee that any and all assignees/sub-Vendors of the Vendor shall, for performance of any part/whole of the Services under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part/whole of the work under the Agreement.

9. Extensions in time for performance of obligations under the Agreement

If the Vendor encounters conditions impeding timely performance of any of the obligations, under the Agreement, at any time, the Vendor shall, by written notice served on EXIM Bank, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, EXIM Bank shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Vendor, extend the Vendor's time to a reasonable period for performance of its obligations under the Agreement.

10. Blacklisting

- a) If the Vendor fails/delays in performance of any of the obligations under the Agreement, violates any of the provisions of the Agreement, commits breach of any of the terms and conditions of the Agreement, EXIM Bank may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the Vendor, either definitely or indefinitely, for future tenders of EXIM Bank.
- b) If the Vendor is found to have engaged in corrupt or fraudulent practices in competing for the award of Agreement, during procurement process or during the execution of the Agreement, EXIM Bank may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the Vendor, either indefinitely or for a stated period.

11. Termination for Default

- a) If the Vendor fails/delays in performance of any of the obligations, under the Agreement, violates any of the provisions of the Agreement, commits breach of any of the terms and conditions of EXIM Bank, EXIM Bank may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Vendor, indicate the nature of the default(s) and terminate the Agreement, in whole or in part. EXIM Bank may make the payment for the Services rendered till Agreement termination date. Provided that the termination of the Agreement shall be resorted to only if the Vendor does not cure its failure/delay, within ten (10) working days (or such longer period as EXIM Bank may allow in writing), after receipt of such notice.
- b) If EXIM Bank terminates the Agreement for default, in whole or in part, EXIM Bank may procure, upon such terms and conditions and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to EXIM Bank for any excess costs for such similar Services. However, the Vendor shall continue performance of the Agreement to the extent not terminated.



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12. Termination for Insolvency

If the Vendor becomes bankrupt or otherwise insolvent, EXIM Bank may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Vendor, indicate the nature of the insolvency and terminate the Agreement, in whole or in part, without any compensation to the Vendor.

13. Termination for Convenience

- a) EXIM Bank may, at any time, by written notice served on the Vendor, terminate the Agreement by giving fifteen (15) days' notice, in whole or in part, for its convenience, without any compensation to the Vendor.
- b) The Services which have been successfully/delivered completed by the Vendor at the time of issuance of such notice of termination shall be accepted by EXIM Bank.

14. Force Majeure

- a) Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of EXIM Bank or of the Vendor. Non-availability of equipment/material/supplies or of import license or of export permit shall not constitute Force Majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by EXIM Bank keeping in view all the circumstances and requirements of EXIM Bank.
- b) The Vendor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure/delay in performance/discharge of obligations under the Agreement is the result of an event of Force Majeure.
- c) If a Force Majeure situation arises, the Vendor shall, by written notice served on the EXIM Bank, indicate such condition and the cause thereof. Unless otherwise directed by EXIM Bank in writing, the Vendor shall continue to perform under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include:
 - (i) any failure to act by a Party.
 - (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
 - (iii) any event which a diligent Party could reasonably have been expected both:
 - (a) to have considered at the time of the effective date of this Contract; and
 - (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement.

15. Conflict of Interest

EXIM BANK/GoP policy requires that Vendor provide professional, objective and impartial Services/advice and at all times hold the interest of EXIM Bank paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Vendor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of EXIM Bank. Failure to disclose said situations may lead to termination of this Agreement.

16. Dispute Resolution

Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Agreement which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and

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binding on the Parties and shall be in lieu of any other remedy. The Parties shall continue to perform their duties and responsibilities during period of such dispute resolution process.

17. Authorized Representative

- a) EXIM Bank and the Vendor may, at their exclusive discretion, appoint their Authorized Representatives and may, from time to time, delegate any/all of the duties/authority, vested in them, to their authorized Representatives, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- b) The Authorized Representatives shall only carry out such duties and exercise such authority as may be delegated to them, by EXIM Bank or the Vendor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Agreement.
- d) Any decision, instruction or approval given by the Authorized Representatives, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding anything contained herein, any failure of the Authorized Representatives to disapprove any Services or works shall not prejudice the right of EXIM Bank to disapprove such Services or works and to give instructions for the rectification thereof.
- f) If the Vendor questions any decision or instruction of the Authorized Representatives of EXIM Bank, the Vendor may refer the matter to EXIM Bank who shall confirm, reverse or vary such decision or instruction.
- g) Any notice or request required or permitted to be given or made under this Agreement shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through registered mail or courier or official e-mail of the following Authorized Representatives:

For EXIM Bank

Name: Kashif Ahmed
Designation: Manager Communications
Address: EXIM Bank Head Office

Contact Details:
Kashif.ahmed@eximbank.gov.pk
(051)-9170144

For Wolfiz Solutions

Name: Raja Ahmad Ayaz Noor
Designation: Chief Executive Officer
Address 2nd Floor, EOBI House, G-10, Mauve Area, Islamabad

Contact \Details:
info@wolfiz.com
(051)-2120777

- h) Any change in the details of the above-mentioned authorized representatives shall be immediately communicated to the other party.

18. Order of Precedence

The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall be deemed to be incorporated therein:

- a. This Agreement.
- b. The Annexures this Agreement.
- c. Vendor's response to the clarifications during tender evaluation process (if any).
- d. Bid of the Vendor.
- e. Responses of EXIM BANK to the pre-bid clarifications (if any); and
- f. Complete RFP



19. Severability

In the event that any part of this Agreement shall be declared invalid or unenforceable by a change in law or valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry

out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

20. Entire Agreement

This Agreement along with annexures contains the whole agreement between the Parties and supersedes and replaces any prior written or oral contracts, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

21. Waiver

No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

22. Authorization

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any law or other contract to which said Party is bound.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.

24. Contract Language

The language of the Agreement shall be English language.

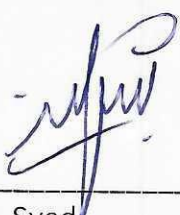
25. Status of Vendor

The Parties agree that Vendor shall be an independent company and not an agent, employee or representative of EXIM Bank.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.



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For and on behalf of Export-Import Bank of Pakistan  Name: Shahbaz H. Syed Designation: President & CEO	For and on behalf of Wolfiz Solutions (Private) Limited  Name: Raja Ahmad Ayaz Noor Designation: Chief Executive Officer - CEO
Witness 1:  Name: KASHIF AHMED Address: 5th - Floor, Evacuee Trust Complex, F5/1, ISB. CNIC No: 6101-1490605-5.	Witness 2:  Name: Abdul Wahab Address: 2nd Floor, EOBI House, G-10, Mauve Area, Islamabad CNIC No: 37405-2463789-7

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Annexure – A

Scope of work – The Services

The scope of work includes:

LOT-III (Website Maintenance Agency)

Service	Quantity/Frequency
Website/Code Maintenance, VAPT remediation (Report from 3rd Party) and Cybersecurity-incident mitigation	As needed
Content Updates (as provided by Client)	15 per. month
WordPress CMS, Theme, Plugin Updates	As needed
Page designing development (theme built)	8 per. month
Back-up of all website code	Quarterly
Purchase, Content Migration & Deployment of New Website Template	1
Assure a “4 second” website (industry reference for website load-time), supported with evidence in a website performance report	

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Annexure – B
Payment Schedule

Sr. #	Description	Frequenc y	Qty.	Monthly Unit Price (PKR Excl. Tax)	% of Taxes	Monthly Total (PKR Incl. Tax)	Annual Base (PKR Excl. Tax)	Grand Total (PKR Incl. Tax)
1.	Website/Code Maintenance, VAPT remediation (Report from 3rd Party) and Cybersecurity-incident mitigation	As needed	1	43,000	16%	49,880	516,000	598,560
2.	Content Updates (as provided by Client)	15 per. month						
3.	WordPress CMS, Theme, Plugin Updates	As needed						
4.	Page designing development (Theme built)	8 per. month						
5.	Back-up of all website code	Quarterly						
6.	Purchase, Content Mitigation & Deployment of New Website Template	1						
7.	Assure a “4 second” website (industry reference for website load-time), supported with evidence in a website performance report	Price Inclusive*						
Grand Annual Cost				43,000	16%	49,880	516,000	598,560



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