

22 April, 2026

Dr. Sohail Munir
Chairperson
Pakistan Digital Authority (PDA)
7th floor, Kohsar Complex, Pak Secretariat,
Islamabad

Subject: Letter of Engagement of Desktop Remuneration Survey for Pakistan Digital Authority (PDA) - 2026

Dear Dr. Sohail,

I am pleased to present our Letter of Engagement and terms (hereinafter also referred to as “Agreement”) for services in relation to the subject assignment. We thank you for providing this opportunity to work with **Pakistan Digital Authority (PDA)** and are confident that we will be able to meet your expectations.

1. TERMS OF REFERENCE

This engagement letter is made between **Abacus Consulting Technology Limited (“Abacus” OR “Abacus Consulting”)** and **Pakistan Digital Authority (PDA) (“PDA” OR “Client”)**. Abacus will deliver as outlined in the scope of services below.

2. OUR UNDERSTANDING

Pakistan Digital Authority (PDA) would like Abacus to conduct a desktop remuneration survey to benchmark remuneration and benefits of selected grade/levels & positions from a pool of companies which are selected from participant companies of 2025 Database. The list of finalized peer basket companies is provided below:

Sr. #	Company Name	Category
1	Infrastructure Development Authority of Punjab	Govt. Sector Companies
2	National Power Parks Management Company	
3	Oil and Gas Development Company Limited (OGDCL)	
4	Pakistan Petroleum Limited	
5	Private Power and Infrastructure Board (PPIB)	
6	Quaid-E-Azam Thermal Power	
7	Bazaar	Private Sector Companies
8	Cisco	
9	Engro Corporation	
10	Pakistan Tobacco Company Limited (PTC)	

11	PTCL	
12	Telenor Pakistan	
13	Unilever	

3. SCOPE OF THE ASSIGNMENT/ SURVEY APPROACH

Abacus survey approach is as described below:

- Together in discussions with PDA's Team, a comparator basket is selected for this study.
- We will conduct a session with you to understand the exact role/responsibility for benchmarking.
- PDA's will submit its remuneration data for benchmark position in an Excel file (DCK).
- Abacus will conduct data validation to ensure accuracy and quality.
- Abacus will submit detailed report on the findings of the study.

4. DATA CONFIDENTIALITY

Please note that to ensure confidentiality of all data, a minimum number of observations are required to display statistics.

- Three organizations must report at least three observations for a variable for the mean to be displayed.
- Four organizations and four observations are required for the display of the median.
- Five organizations reporting at least five observations are required to display 25th and 75th percentiles.

5. DELIVERABLES

The project deliverables will consist of the following sections:

- **Survey Methodology Definitions and Guidelines & Peer Group (Inception Report & Peer Group Approval):** This section of the report will have a detailed explanation of the survey process and methodology followed by an explanation of the components of compensation. Moreover, final peer basket companies will also be shared with PDA.
- **Development of Salary Bands (Grade-wise):** Based on the selected percentile i.e. 50th and 75th percentile, salary bands would be developed. This section will provide the minimum/maximum span of salary for each level/grade.
- **Grade/Level Specific Information:** The report provides remuneration analysis on management grades/levels on various compensation cuts (i.e. Base Salary, Annual Guaranteed Cash, Annual Total Cash, and Annual Total Remuneration). Subject to availability of adequate data points in the market, data will be reported at simple average, 25th, 50th and 75th percentiles.
- **Compensation Mix Report:** This report provides the compensation mix prevailing across the comparator basket.
- **Summary Benefits Report:** This report provides the summary analysis on all the market prevalent benefits (i.e. Motor Vehicle, Retiral, Health, and Life Insurance) at Mercer Career Streams i.e. Executive, Management, Professional & Para-Professional.

Note: Subject to data availability and masking criteria, data on level shall be shared in form of statistics.

6. PROJECT TIMELINES

Based on our experience with similar assignments and our understanding of the scope of work, the estimated timeframe for this project should be around 8 - 10 working weeks from the date the project is

awarded. These timelines are dependent upon timely data submission, validation, and go ahead on benchmarking from PDA's.

7. DELAYS AND CHANGES IN SCOPE

Abacus will make reasonable efforts to carry out its obligations in accordance with the resources and timeframes set out in the Letter of Engagement. Any requests for Change in Scope shall be deemed as additional work. Abacus shall calculate the associated professional fees and shall negotiate additional fees after discussion with the client.

8. COMMERCIAL AND OTHER TERMS

- The project fee for this assignment, inclusive of applicable taxes will be **PKR 3,132,000/-**
- Payment of the professional fee will be in two installments as mentioned below;
 - **First Installment:** On submission of Approach & Methodology Report along with Copyright Data Collection Kit (DCK): **50%**
 - **Second Installment:** Upon Submission of Draft Report: **30%**
 - **Third Installment:** Upon Submission of Final Report: **20%**
- All Out-of-Pocket expenses (i.e. travel, accommodation, per diem, meal) which will be incurred are already included in above fee. For clarity and budgeting purposes, the maximum OOP amount will be capped at **PKR 500,000/-** for two visits.
- Statutory levies will be applicable at the time of invoicing.

Note: As per SOPs of Abacus Project Management Office, it is mandatory to clear 1st invoice before report submission.

SUMMARY

We are delighted to work with Pakistan Digital Authority (PDA) on this exciting opportunity and look forward to sustaining a strong, long-term partnership on your critical people initiatives. If you are comfortable that this letter is consistent with our mutual understanding, please sign below and return the original to Abacus to document the final agreement reached between us.

ACCEPTED and AGREED

On Behalf of
Abacus Consulting Technology Limited



Yawar Hussain
Chief Financial Officer

Date: 06 May-2026

On Behalf of
Pakistan Digital Authority (PDA)



Dr. Sohail Munir
Chairperson
SOHAIL MUNIR
Chairperson
Pakistan Digital Authority
Government of Pakistan
Islamabad

Date:

ABACUS CONSULTING GENERAL TERMS AND CONDITIONS

Confidentiality of Client Information

In the course of providing services to clients, Abacus may be exposed to confidential and proprietary information concerning Clients' businesses and their employees ("Confidential Information"). Abacus Consulting will respect the confidential nature of all non-public Confidential Information and will not disclose it to any third parties except as required to process, complete or administer the service or coverage for which the data was obtained, or as otherwise authorized by the Client or applicable law. If Abacus is required by law to disclose any Confidential Information, Abacus Consulting will, to the extent practicable, notify Client of the disclosure request and discuss an appropriate response with them.

Abacus Consulting occasionally uses data provided by clients to build normative databases for internal use by our consultants. These databases, which benefit all clients by improving the quality of our advice, are treated like all Confidential Information and are not disclosed to third parties.

Responsibility for Accuracy and Completeness of Client Information

The accuracy and usefulness of Abacus Consulting's advice depends in large measure on the data clients supply. In agreeing to engage Abacus Consulting to provide Services, Client agrees to provide accurate and complete data relating to the Services. Abacus Consulting will use all information and data supplied by the Client without having independently verified the same, except as may be required by prevailing industry standards or practice. Abacus Consulting assumes no responsibility for the accuracy or completeness of such information or data, except to the extent that has engaged in gross negligence with respect to the handling of such information.

Ownership of Abacus Consulting Intellectual Capital

The value of Abacus Consulting's services to its clients is supported by the specialized knowledge and experience developed in client work. Abacus Consulting therefore retains all rights in the intellectual capital developed and possessed by Abacus Consulting prior to or acquired by Abacus Consulting during the performance of the Services. Such intellectual property will not be deemed "works made for hire" and Abacus Consulting will not be restricted in any way with respect to its use. For purposes of this section, Abacus Consulting's intellectual capital is understood to include, without limitation, its methodologies, ideas, know how, models, tools, skills, knowledge and experience, and any graphic representations of any of these.

Use of Abacus Consulting Reports and Recommendations

Reports and advice furnished by Abacus Consulting to its clients are designed and intended solely for the client's internal use. Therefore, except for the Client's directors, officers, employees and advisors who have a need to know, in agreeing to engage Abacus Consulting to provide Services, Client agrees that Abacus Consulting's reports, analysis and other materials will not be furnished in whole or in part to any other person without Abacus Consulting's prior written consent. Client also agrees not to refer to Abacus Consulting or attribute any information to Abacus Consulting in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community, without Abacus Consulting's prior written consent.

Liability, Indemnification and Dispute Resolution

In agreeing to work for clients, Abacus Consulting understands that clients may seek to be compensated for damages resulting from our reports, advice and other services. However, our fees do not contemplate becoming involved in legal proceedings which would expose Abacus Consulting to open-ended liability. Therefore, in agreeing to engage Abacus Consulting to provide Services, Client agrees that Abacus Consulting will not be liable to Client for any claim or claims which individually or in the aggregate exceed the 10% of professional fees paid to Abacus Consulting for the Services. In addition, Client and Abacus Consulting agree that neither one of us will be liable to the other in connection with the Services.

nor any matter relating to the Services for any indirect, special, punitive, consequential or incidental damages, including loss of profits.

The fees for the Services also do not contemplate Abacus Consulting's uncompensated involvement, through document production or testimony, in a legal dispute brought against a client by third party. Each party agrees to indemnify other party and its directors, officers, stockholders and employees (collectively, "Indemnified Persons"), from and against all claims, liabilities, losses, damages, costs and expenses as incurred (including reasonable legal fees and costs), and to pay other party standard rates for professional time spent (including for preparing, defending or giving testimony or furnishing documents), in connection with actual or threatened actions, proceedings or investigations (collectively "Losses"), relating to or arising out of the Services or any matter relating to the Services.

If any dispute between the Client and Abacus Consulting arises out of any matter governed by this Agreement, each of us will first attempt in good faith to reach a settlement through negotiation by appointed representatives. If the dispute is not resolved within 60 days of the first meeting between representatives or no such meeting is held within 60 days of one of us notifying the other in writing of the existence of a dispute, either Party may initiate proceedings in the competent Courts of Karachi and in such event, both Parties agree to submit to the exclusive jurisdiction of the Courts of Karachi.

Export Regulations Compliance Statement:

MERCER related services are subject to the Export Control Laws of various countries, including (without limitation) the laws of Germany, the European Union and the United States of America. Abacus being a leading partner of MERCER is fully committed to conducting its business ethically and in full compliance with the Export Control Laws of these countries. Compliance is critical to our continued success and ability to maintain our reputation for good corporate citizenship. Abacus also expects its customers to understand and fully comply with their obligations under Export Controls and International Trade Laws. Abacus' offer of provisioning of MERCER related services to the customer is conditional upon the understanding that MERCER related services will not be used (whole or in parts) for any purposes prohibited by Applicable Export Laws and that MERCER related services shall not be provided (whole or in parts) for use by any sanctioned entity, person or in any sanctioned jurisdiction."

Governing Laws

This Agreement will be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.