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| **JAZZ VENDOR INDUCTION FORM** | |
| **Jazz** | **Pakistan Mobile Communications Limited,** a company duly registered and incorporated under the Companies Ordinance 1984 and having its registered office at I-A, IBC Building, F-8 Markaz, Islamabad, Pakistan; and |
| **Vendor:** | [Name of vendor]  A company registered under the laws of [xxx] with its registered office at [xxx]  A sole proprietorship of Mr. [xxx] having CNIC No. [xxx] and NTN No. [xxx] and having its place of business at [xxx]  A partnership registered under Partnership Act 1932, through its authorized representative Mr. [xxx] having CNIC No. [xxx] and NTN No. [xxx] and having its place of business at [xxx] |
| **Annexes:** | This Vendor Induction Form includes and consists of the following annexes:  Annex 1- Vendor Information Letter; and  Annex 2- Related Party Transactions and Confidentiality Undertaking |
| By executing this form including the annexes to this document, the Vendor certifies, represents, undertakes and agrees that:   1. all information provided under this Vendor Induction Form and related documents is true and correct and represents, undertakes and agrees with the provisions set out herein; 2. nothing in this form or its operation shall (i) constitute an obligation on Jazz to enter into any business relationship or shall preclude, impair or restrict either Jazz or the Vendor from continuing to engage in its business, or (ii) imply any commitment or agreement by either party to disclose any particular information or make any investment in or payment to the other party or in any business of the other party or to enter into any other business arrangement of any nature whatsoever with the other party; and 3. this form and any disputes or claims (including any non-contractual disputes or claims) arising out of, or in connection with, its subject matter, arising between the parties, are governed by and construed in accordance with laws of Islamic Republic of Pakistan and the courts of Islamic Republic of Pakistan shall have non-exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this form or its subject matter. 4. Pakistan Mobile Communications Limited/Jazz and its associated and affiliated companies or their officers and executives shall not be held responsible for any delays, losses, costs, damages or other undesirable circumstances or consequences that arise due to any discrepancy, incorrectness or incompleteness in the Vendor’s particulars provided by the Vendor. In the event any discrepancy is found, Jazz shall be intimated in a timely manner and the relevant details shall be provided to the authorized person in Jazz.   IN WITNESS HEREOF, this form and related documents are accordingly duly executed by the authorised representative(s) of the Vendor as set out below:  **Vendor**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation of signee:  Vendor Name:  Date: | |

**ANNEX 1: VENDOR INFORMATION**

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| **Data** | **Requirement** |
| Vendor Name | WRITE IN CAPITAL LETTERS |
| Business Name *(if any)* |  |
| Contact Person(s) | Personnel to whom Jazz will communicate for sourcing opportunities, etc. |
| Address |  |
| Email Address |  |
| Land Line number |  |
| Mobile number |  |
| NTN/Tax Registration Number |  |
| CNIC Number/Passport Number |  |
| GST Number |  |
| Operating Territory |  |
| Region in which vendor is registered for Sales Tax | Federal Punjab KPK Sindh  Baluchistan Other |
| Area of business  (please tick appropriate box) | Federal AJK GB FATA PATA  Punjab KPK Sindh Baluchistan Other |
| Bank Details  ***(Please attach latest Account Maintenance Certificate issued by bank no earlier than 1 year of this application)*** | Bank A/c Tittle: Bank: City:  Country:  IBAN:  Account Number:  Branch Name & Code:  Swift / BIC Code: |
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**ANNEX 2: RELATED PARTY TRANSACTIONS AND CONFIDENTIALITY UNDERTAKING**

The Vendor (as defined in the cover page to this Vendor Induction Form) does solemnly represent, undertake and agree as follows:

1. **Definitions**
2. “*Affiliate*” means, with respect to a specified entity, an entity which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified entity. The term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of an entity or the composition of its board of directors or equivalent body, whether through the ownership of shares, by contract, or otherwise. In relation to PMCL only, “Affiliate” includes any entity: (i) whose financial results are included in PMCL’s consolidated accounts; or (ii) 50% or more of whose voting securities are owned by PMCL or any PMCL Affiliate. Unless the context otherwise requires, the application of the definition of Affiliate to any company at any time shall apply to the company as it is at that time.
3. “*Jazz*” means Pakistan Mobile Communications Limited (“PMCL”) or such other Jazz company as is identified in the cover page of this Vendor Induction Form.
4. “*Confidential Information*” means the existence of this Agreement, any discussions between the Parties in relation to the Purpose and any and all information and any intellectual property rights therein in whatsoever form that is disclosed by Jazz or its Affiliates to the Vendor, whether secret information, commercial, technical, financial, operational information or otherwise, including, without limitation, know-how, personal data, trade secrets, all product information, pricing details, customer details, commercial offers and details, business plans, marketing, strategic, or other information relating to the business services of Jazz or its Affiliates (including but not limited to information retained on all types of medium including written, diagrammatical, plans or other storage medium), whether disclosed in writing, orally or by any other means, and whether or not that information is marked “confidential”, but shall exclude any information which:
   1. is in or comes into the public domain in any way without breach of this undertaking by the Vendor or any of its employees; or
   2. the Vendor can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from Jazz and was not previously acquired by the Vendor from Jazz under an obligation of confidence; or
   3. the Vendor can show was developed by or for the Vendor at any time independently of any Confidential Information disclosed to it; or
   4. the Vendor obtains or has available from a source other than Jazz without breach by the Vendor or such source of any obligation of confidentiality or non-use towards Jazz; or
   5. is disclosed by the Recipient with the prior written approval of the Disclosing Party in accordance with the terms of such written approval.
5. “*Purpose*” means the use of the Confidential Information in respect of any matter related to the Agreement including but not limited to preparation and submission of bids pursuant to any tender(s) floated by Jazz, provision of services or supplies pursuant to the Agreement or performance of any obligations under the Agreement.
6. **Undertakings**
7. That the Vendor/supplier/contractor is engaged in the business of ***[state nature of the business]* and has entered into [or is in the process of entering into]** an agreement with the Company in respect of ***[state nature of the agreement/transaction]*** (the “**Agreement**”).
8. The Vendor/supplier/contractor represents and undertakes that as far as the Vendor/supplier/contractor is aware and based on the necessary verifications done that none of the directors, key managerial personnel, their relatives and/or shareholders of the Company has interest in or authority to financial gains, partnership or any kind of interest in the business of the Vendor/supplier/contractor. The Vendor/supplier/contractor further represents that the Vendor/supplier/contractor and/or any of its directors, shareholders and key management personnel or their spouse, children, parents and siblings (“**Relatives**”) is not the director, employee or member of senior management of the Company or its sister concerns or has interest in or authority to financial gains in the Company or influence the decisions of the Company except through validly executed agreement(s) with the Company.
9. That if at any stage after execution of the Agreement, it is revealed that the Vendor/supplier/contractor has misrepresented as mentioned in above clause, the Company shall have exclusive right, at its sole discretion, to terminate the Agreement forthwith and without limitation, to forfeit any amount(s) which will be payable to the Vendor/supplier/contractor, under the Agreement and that the Vendor/supplier/contractor shall be liable to return all the amounts which the Vendor/supplier/contractor had received from the Company. It is further undertaken that the forfeiture shall be effective from the commencement date of the Agreement and shall not prejudice any remedies/actions (including civil and criminal) available to the Company against the Vendor/supplier/contractor under the law and the Agreement.
10. In respect of Confidential Information, the Vendor agrees and undertakes that:
11. The Vendor shall maintain Jazz’s Confidential Information in confidence and shall exercise in relation to the Confidential Information the highest reasonably expected standards of care and security, and in any event no lesser security measures and degree of care than those which the Vendor applies to its own Confidential Information, which the Vendor warrants as providing the protection against unauthorized disclosure, copying or use required by the terms and conditions of this Agreement.
12. The Vendor shall ensure that disclosure of the Confidential Information is restricted to those employees, directors, contractors, professional advisors, or Affiliates of the Vendor, who need access to the Confidential Information for the Purpose and shall procure that those persons comply with the terms of this Agreement as if they were the Vendor (“Authorised Representatives”). The other Party acknowledges and agrees that for PMCL to pursue the Purpose, it may be necessary for PMCL to share Confidential Information of the other Party with PMCL’s Authorised Representatives and third party service providers, advisors and consultants, including those based in other countries.
13. Copies or reproductions of the Confidential Information shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of Jazz. Where any Confidential Information is incorporated into any documents prepared by the Vendor, such documents (and any copies thereof) shall remain the property of the Vendor but shall be destroyed in accordance with this undertaking upon the termination of this undertaking, or at Jazz’s request.
14. it shall use the Confidential Information only for the Purpose; and not, except as set out in this undertaking, divulge the Confidential Information, in whole or in part, to any third party; and make no commercial use of the Confidential Information or any part of it other than for the Purpose without the prior written consent of Jazz.
15. Notwithstanding the foregoing, the Vendor shall be entitled to make any disclosure of the Confidential Information required by law, regulation or on behalf of any governmental or other competent regulatory authority or by the rules of any national stock exchange on which the Vendor’s or its Affiliate’s securities are listed or by a court of competent jurisdiction provided that (if legally possible to do so) it gives Jazz prior notice in writing of such proposed disclosure.
16. that Confidential Information is disclosed on an “as is” basis and Jazz shall in no event be liable for the accuracy, reliability or completeness of any Confidential Information. Jazz gives no warranties, whether express or implied including any implied warranties of satisfactory quality and fitness for a particular purpose with respect to the Confidential Information.
17. In no event shall any party be liable (except to the extent of personal injury or death caused by any party’s negligence) for any indirect, special, penal, incidental, or consequential damages, loss of data, loss of profits, loss of revenue, loss of use, loss of contract, loss of business or benefit in connection with or arising out of the Confidential Information or use of any item of Confidential Information by the Vendor and/or persons who receive Confidential Information through the Vendor.
18. In the event that the Purpose contemplated under this Agreement does not occur, both the parties shall not use or permit the use of any of the Confidential Information for its own benefit or for the benefit of any third party.
19. The Vendor shall return to Jazz or destroy the Jazz’s Confidential Information and any copies thereof in its possession, upon the written request of the Jazz and/or upon termination, as instructed by Jazz, except Confidential Information which must be maintained to comply with any obligations under all applicable laws, rules, regulations or internal compliance policies and procedures or to any Confidential Information that cannot reasonably be destroyed (such as oral communications reflecting Confidential Information, firm electronic mail back-up records, back-up server tapes and any similar such automated record-keeping or other retention system), provided that in each case, such Confidential Information is handled in the ordinary course of such party’s data processing procedures; and remains fully subject to the obligations of confidentiality and use restrictions in this undertaking until the eventual erasure or destruction or the expiration of such obligations set out in this undertaking.

This undertaking is executed by the duly authorized representative(s) the Vendor (as set out in the cover page of this Vendor Induction Form) and such representative(s) assure and guarantee that in accordance with the internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents of the Vendor they are duly authorized by the Vendor to execute this undertaking on the Vendor’s behalf. If at any time it transpires otherwise, then such representative(s) misrepresenting knowingly or unknowingly shall fully indemnify Jazz.