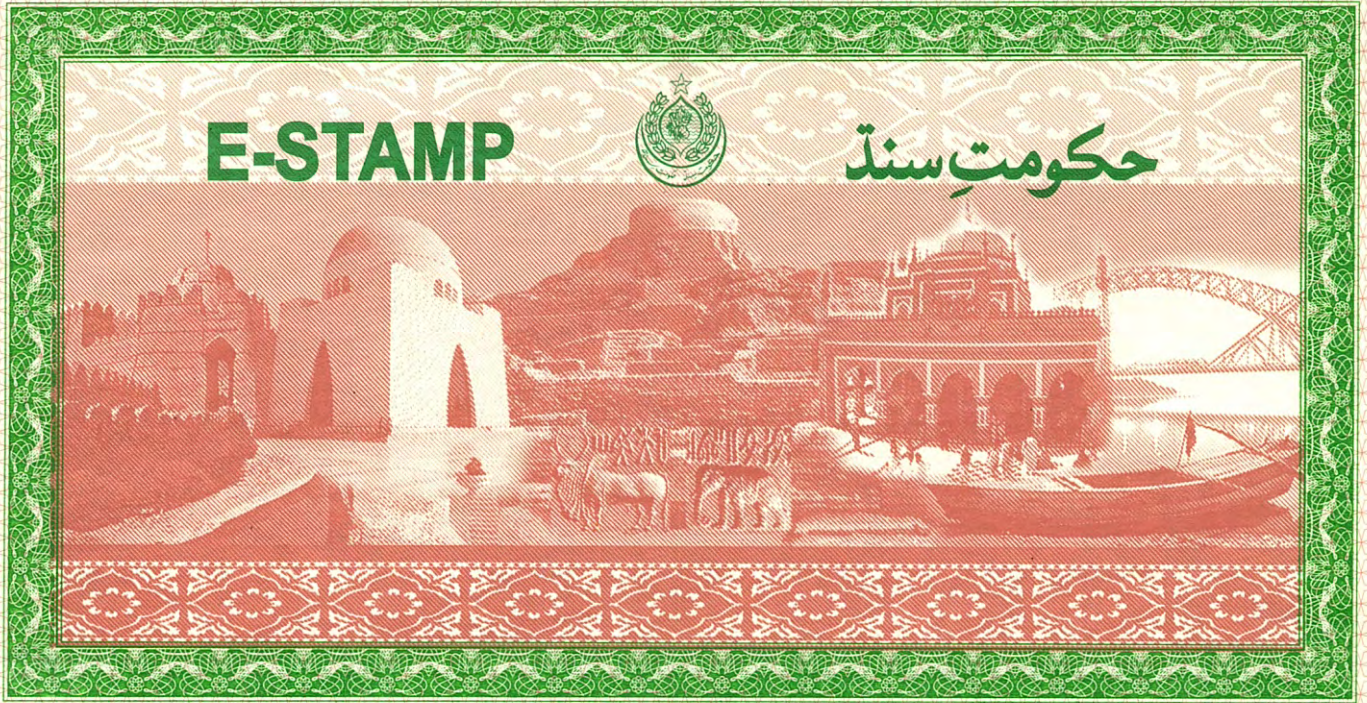




NBP-0144-2506130007715296

GoS-KHI-A916B01AA640BDAF

Non-Judicial

Rs 21,735/-

Description : Contract - 15(a)
 Principal : IBA Karachi [27024407]
 Contractor : Convex Interactive (Private) Limited [39217078]
 Applicant : Aamir Irfan Siddiqui [42101-4180744-5]
 Stamp Duty Paid by : Convex Interactive (Private) Limited [39217078]
 Issue Date : 13-Jun-2025, 12:30:30 PM
 Paid Through Challan : 202543F5277F5CA3
 Amount in Words : Twenty One Thousand Seven Hundred and Thirty Five Rupees Only

Please Write Below This Line

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.**AGREEMENT****Hiring Digital Agency**This AGREEMENT is executed in Karachi, on 1st day of June, 2025.**BY AND BETWEEN**

M/s. Institute of Business Administration (IBA), Karachi, through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the **FIRST PART**.

AND

M/s. Convex Interactive (Pvt.) Ltd., having its office at Suite 803, 8th Floor, Ibrahim Trade Tower, Main Shahrah-e-Faisal, Karachi, hereinafter referred to as "THE DIGITAL AGENCY" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its authorized representative Mr. Aamir Irfan Siddiqui, holding CNIC No. 42101-4180744-5 on the **SECOND PART**.

("IBA" and "THE DIGITAL AGENCY" shall hereinafter be if the context so requires individually referred to as the "Party" and collectively and jointly as the "Parties").

WHEREAS "IBA Karachi" intends to continue to obtain Digital Marketing Services vide tender # ES/12/24-25 for the Digital Marketing Services up to the entire satisfaction & delivery of services to the "IBA Karachi" having accepted the offer in a finished form, complete in all respect.

Hiring of Digital Agency vide tender # ES/12/24-25



Page



The IBA agrees to offer and appoint the "THE DIGITAL AGENCY" as the official Agent for IBA and "THE DIGITAL AGENCY" hereby agrees to accept the terms and conditions set herein below forth as also identified in the tender document on the agreed charges

ARTICLE I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE DIGITAL AGENCY" agrees to provide Digital Marketing Services to "IBA Karachi" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE DIGITAL AGENCY" will coordinate their work with the Head of Marketing & Communications, of the "IBA" who will assist "THE DIGITAL AGENCY" in the supervision of the proposed Digital Marketing Services.
- 1.3 THE SERVICE PROVIDER shall not sub-let the said services to any person(s)/society/institution on any terms whatsoever it may be.
- 1.4 All logistic charges within Karachi will be borne by "THE DIGITAL AGENCY".
- 1.5 THE SERVICE PROVIDER hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies, except sales tax.
- 1.6 All SERVICE PROVIDER'S staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 **Scope**

"THE DIGITAL AGENCY" will work to enhance IBA's Brand Visibility, strengthen Admissions, and increase engagement. The agency will be responsible for full services of Digital Marketing including Strategy, SEO, SEM and Content Creation. The scope of work includes but is not limited to the following:

 - 1.7.1 **Strategy Development**
 - 1.7.1.1 Digital Marketing Strategy: Create a comprehensive Digital marketing strategy aimed at improving Brand visibility, increasing number of admissions, and promoting events for IBA Corporate, respective Schools and Centers.
 - 1.7.1.2 Audience Identification: Build and validate Primary & Secondary audience personas.
 - 1.7.1.3 Social media: Develop a social media kit according to the Brand Guideline.
 - 1.7.1.4 Reports & Analytics: Weekly/monthly/quarterly Digital tracking of the competitions.
 - 1.7.1.5 Monthly Content Calendar: Design a monthly content calendar detailing channel prioritization, content types, posting frequency, and engagement plans.
 - 1.7.1.6 Sessions on Digital Marketing: Arrange monthly sessions with the marketing team to present new Digital Trends, platforms, technologies and way forward.
 - 1.7.2 **Content Creation & Digital Advertising**
 - 1.7.2.1 Content Creation: Create Digital posts and banners covering admissions, special occasions, events and annual celebrations for IBA Corporate, respective Schools and Centres.
 - 1.7.2.2 Ad Campaign Management:
 - 1.7.2.3 Google Ads/Meta/LinkedIn Ads: Plan and execute campaigns across Digital Platforms, with optimized ad placements and diverse ad sizes, using tailored content and audience segmentation.

- 1.7.2.4 Platform-Specific Campaigns & Cross Promotion: Implement platform specific campaigns on LinkedIn, Meta (Instagram/Facebook), TikTok and other key platforms and build them for the cross promotion.
- 1.7.2.5 Content Generation: Create, shoot and develop video content for different Digital mediums including social media pages, website, Digital standees etc.
- 1.7.2.6 Email & WhatsApp Marketing: Designing and executing Email & WhatsApp campaigns (newsletters, program updates etc.)
- 1.7.3 Web Development & SEO Management
 - 1.7.3.1 SEO & SEM: Implement SEO & SEM strategies to improve traffic and visibility.
 - 1.7.3.2 Monthly SEO Reporting: Provide updates on SEO performance and recommendations.
 - 1.7.3.3 Web Banners: Create and maintain web banners for all the IBA websites.
- 1.7.4 Budget

Detailed budget breakdown, including agency fees with taxes, ad spend, and other associated costs.

ARTICLE II

REMUNERATION

- 2.1 The cost offered by THE DIGITAL AGENCY is Rs. 6,210,000/- per year (inclusive of all prevailing taxes) for Digital Marketing Services vide tender # ES/12/24-25 will be charged on a monthly basis.
- 2.2 Liquidity damages at the rate of 2% per month will be imposed if THE DIGITAL AGENCY fails to deliver within the mutually agreed delivery/execution period up to a maximum of 10% of the monthly retainer amount.
- 2.3 The Liquidity damages as mentioned in clause 2.2 shall be determined solely by IBA based on any type of unjustified delay, breaches, and misconduct on the part of THE DIGITAL AGENCY.
- 2.4 Performance Security 5% of the total amount of Order will be provided by "THE DIGITAL AGENCY".
- 2.5 Stamp Duty @ 0.35% of the total retainer annual amount shall be deposited in the Govt treasury by THE DIGITAL AGENCY at the time of signing of this agreement.
- 2.6 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification except Sales Tax.
- 2.7 Payment would be made within 30 days from the date of submission of the invoice on a monthly basis.
- 2.8 The invoices shall be directly submitted to the Marketing and Communication Department, IBA.
- 2.9 The additional services that may be assigned in addition to the core scope of services and on which the agency will be engaged on a case-to-case basis as per the details mentioned in Appendix A.

ARTICLE III

ARBITRATION

- 3.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by

arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.

- 3.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRIC. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

ARTICLE IV **TERMINATION**

- 4.1 IBA may terminate this agreement if the job is not executed according to the requirement, provided that a written notice of 30 days is issued to the defaulting party specifying the nature of the non-compliance and allowing an opportunity to cure the breach within such notice period.
- 4.2 Notwithstanding any termination under this Agreement, IBA shall remain liable to pay the DIGITAL AGENCY for all services duly rendered and accepted by IBA up to the effective date of termination, including any approved but unpaid invoices. The DIGITAL AGENCY may terminate this Agreement without cause by providing 30 days' prior written notice to IBA, without incurring any liability, penalty, or damages for such termination, provided that any ongoing obligations or deliverables up to the date of termination are fulfilled or duly handed over.
- 4.3 In case of termination of this Agreement the Parties will ensure that the initiatives under process are fully and amicably settled and closed by both parties.
- 4.4 IBA shall have the discretion to terminate the Agreement and/or the services herein if:
- THE DIGITAL AGENCY is on the verge of bankruptcy.
 - IBA reasonably believes that the operation of the services agreed hereunder is in jeopardy, and;
 - There are reasonable grounds to believe that THE DIGITAL AGENCY is involved in any type of malpractice in their professional capacity which may directly or indirectly threaten or endanger the image of IBA.

ARTICLE V **INDEMNITY**

- 5.1 Each party shall indemnify and hold harmless, its officers, directors, employees, and agents, from and against any and all claims, suits, damages, liabilities, losses, expenses, including but not limited to any reasonable litigation cost, and causes of action arising out of or related to the services provided by them under this Agreement.
- 5.2 For the avoidance of doubt, the remedies provided under this Agreement are cumulative and not exclusive of any rights and remedies provided by the applicable laws of the Islamic Republic of Pakistan.

Handwritten signature



ARTICLE VI

NOTICE

- 6.1 Any notice and other communications given in connection with this Agreement shall be sufficient if it is in writing and if sent by courier or registered mail at the address set forth below. All communications shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

THE DIGITAL AGENCY

Suite # 803, 8th Floor

Ibrahim Trade Tower,

Karachi

Phone: (021) 34927748

Fax: (021) 34927748

Attn: Saad Ahmed (Business Director)

IBA Karachi

Main Campus, University Road,

Karachi

Postal Code: 75270

UAN: 111 422-422

Fax: 92-21-99261530

Attn: Head of Procurement

ARTICLE VII

SEVERABILITY

- 7.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

ARTICLE VIII

INTEGRITY PACT

- 8.1 The intention is not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the DIGITAL AGENCY represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 The DIGITAL AGENCY accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 8.4 Notwithstanding any rights and remedies exercised *by either party* in this regard, *the defaulting party* agrees to indemnify *the non-defaulting party* for any direct loss or damage incurred as a result of corrupt business practices. This includes, but is not limited to, compensation equal to the value of any commission, gratification, bribe, gifts, or kickbacks *given or received by the defaulting party or its agents* for the purpose of obtaining or inducing any procurement, work, service, or other obligation or benefit from *the other party*.
- 8.5 A breach of this Integrity Pact shall entitle IBA to terminate the contract with immediate effect, without any liability, and take further legal or administrative action including blacklisting the DIGITAL AGENCY.

[Signature]



ARTICLE IX
CONFIDENTIALITY

- 9.1 Each Party agrees that except as provided herein it will not disclose (directly or indirectly) the contents of this Agreement or of any document referred to in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any extension or amendment thereto), to any other person whatsoever, other than as may be required for the enforcement of the provisions of this Agreement or with the consent of the other Party.

ARTICLE X
FORCE MAJEURE

- 10.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, the act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or an act of God.
- 10.2 IBA Karachi recognizes that the services may be adversely affected by natural phenomena and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. THE DIGITAL AGENCY shall not be liable for any disruption, interruption, suspension, or termination of the services caused due to the foregoing except to the extent herein provided. In any case, THE DIGITAL AGENCY would require providing genuine proof of authenticity.

ARTICLE XI
RELATIONSHIP OF THE PARTIES

- 11.1 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

Article XII
DATA PROTECTION

- 12.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the DIGITAL AGENCY shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the DIGITAL AGENCY personnel designated for the purpose of Services have access to the Data.
- 12.2 The DIGITAL AGENCY shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- 12.2.1 Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
- 12.2.2 Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection



with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and

- 12.2.3 Not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the DIGITAL AGENCY within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
- 12.2.4 Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
- 12.2.5 Take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the DIGITAL AGENCY (or of any of the DIGITAL AGENCY's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the DIGITAL AGENCY (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- 12.2.6 Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement. The DIGITAL AGENCY may convey in writing, the reasoning behind the acceptance or rejection of any such suggestions. Changes shall not be required to be made at the DIGITAL AGENCY's cost unless it is mutually agreed upon, following reasonable discussion.
- 12.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 12.2.8 The DIGITAL AGENCY acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the DIGITAL AGENCY is authorized to publish or disclose the fact or document) may be a criminal offence.
- 12.2.9 All reports, documents, data, methodologies, templates, and any other materials, whether in draft or final form, provided by the DIGITAL AGENCY to IBA under this Agreement shall remain the sole and exclusive property of the IBA.

Article XIII

RENEWAL

- 13.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA Karachi and the DIGITAL AGENCY agree so.
- 13.2 This agreement is effective from **June 1, 2025, to May 31, 2026.**

ARTICLE XIV

MISCELLANEOUS

- 14.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 14.2 IBA Karachi acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights as well as all intellectual property registered by THE DIGITAL AGENCY or equipment manufacturers, or its affiliated companies shall reside and remain exclusively in DIGITAL AGENCY.
- 12.0 Time is of the essence of this Agreement and of each and every provision hereof.
- 14.3 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, negotiations, or communications.



- 14.4 Any provision of this Agreement may be amended or supplemented only if the Parties so mutually agree in writing.
- 14.5 This Agreement shall be governed in accordance with the applicable laws of the Islamic Republic of Pakistan including the procurement laws.
- 14.6 Failure of any Party to this Agreement to exercise any rights shall not constitute a waiver of those rights.
- 14.7 THE DIGITAL AGENCY must not assign, transfer/sublet any of its rights or obligations under this Agreement without the prior written consent of IBA. THE DIGITAL AGENCY should further ensure the highest quality standards are met for all tasks assigned to THE DIGITAL AGENCY. THE DIGITAL AGENCY is additionally required to uphold superior quality standards for all tasks delegated to it as detailed in this agreement.
- 14.8 The provisions of this Agreement are for the benefit of only IBA Karachi, and THE DIGITAL AGENCY and no third party may seek to enforce or benefit from the provisions of this Agreement.
- 14.9 Everyone signing this Agreement warrants and represents that he has the full power and authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs.

IN WITNESS WHEREOF, the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Dr. Mohammad Asad Ilyas

Registrar
IBA Karachi

Institute of Business Administration (IBA),
Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-4497722-9

Address:
Main Campus, Karachi University Enclave,
University Road, Karachi



[Signature]

M/s. Convex Interactive (Pvt.) Ltd.
Mr. Aamir Irfan Siddiqui
CEO
CNIC # 42101-4180744-5

Address:
Suite # 803, Ibrahim Trade Tower,
Karachi

WITNESS:

1.

[Signature]

Institute of Business Administration (IBA),
Karachi
Syed Fahad Jawed
Associate Registrar
CNIC # 42201-9125136-6

Address:
Main Campus, Karachi University Enclave,
University Road, Karachi

2.

[Signature]

M/s. Convex Interactive (Pvt.) Ltd.
Saad Ahmed
Business Director
CNIC # 42201-3296550-9

Address:
Suite # 803, Ibrahim Trade Tower,
Karachi



Focal Person (IBA): Syed Fuad Mehdi, Head - Marketing & Communications