General Terms & Conditions Policy

Article 1 Applicability

1. The user(customer) of these Terms of Reference & Privacy Policy for the products & services of Vie Tech (Private) Limited, having its registered office at 409-1A, Phase XI DHA, Lahore-Pakistan, registered in the Securities & Exchange Commission of Pakistan under Corporate Unique Identification No. 0189696, hereinafter called 'Company' has acknowledged all mentioned articles.

2. These Terms of Reference & Privacy Policy shall apply to all offers, quotations and/or agreements and/or legal relationships entered into by the company with another party or the customer within the context of the execution of the activities.

3. Amendments to these terms and conditions must be explicitly confirmed by the company in writing.

4. In these terms and conditions, 'customer' shall be understood to mean: every person or legal entity that has placed an order with the company or has entered into an agreement with the company or wishes to do so and, apart from the customer, his representative(s), authorized representative(s), business partner(s), assignee(s) and heirs.

5. The applicability of any Terms of Reference & Privacy Policy of customer is excluded. If a situation arises between the parties that has not been provided for in these general terms and conditions, this situation should be assessed in the spirit of these general terms and conditions.

Article 2 Quotations

1. Quotations/Invoices are non-binding and valid for 30 days. Prices of SaaS Software, cloud storage data, consultancy, training and other services are exclusive of Tax/VAT and other statutory levies

2. Company cannot be held to its quotations/Invoices or offers if the customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error in writing.

3. Offers clearly describe the SaaS Software tool, cloud storage, management consultancy, training or other services to be delivered or the existing SaaS Software customization work to be carried out. By accepting the quotation/invoice and thus entering into an agreement, the customer acknowledges that the consultancy, SaaS Software tool, cloud storage, other services or the work is fully described in the quotation/invoice.

4. An offer as described in the quotation in question does not automatically apply to follow-up orders.

Article 3 Confirmation, duration and commencement

1. An agreement with the company shall only be concluded after the company has confirmed the other party's agreement to the company's offer in writing. This agreement shall be deemed to reproduce the agreement correctly and in full. Any supplementary agreements or amendments made at a later date between the company and the principal shall only be binding on the company if confirmed by him in

writing. If the customer fails to do so, but nevertheless agrees to the company commencing the execution of the order, the contents of the offer shall be deemed to have been agreed. Further oral agreements and stipulations will only be binding on the contracted party after they have been confirmed by the contracted party in writing.

2. The duration of the agreement will be specified in the offer, normally the SaaS Software license period will be considered for 1-year expiry. If it is not mentioned, it will be an agreement entered into for an indefinite period of time or an agreement based on a fixed rate for a result to be achieved.

3. An agreement for an indefinite period can be cancelled. The notice period for agreements for an indefinite period is one month, unless the contracted party and customer have agreed on a different period.

4. If a period has been agreed or indicated for the execution of certain work or the delivery of certain goods, this will never be a deadline. However, the company shall inform the customer of any delay.

Article 4 Implementation and amendment of agreement; price increase

1. company will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good craftsmanship. The foregoing is based on the current state of knowledge.

2. The customer shall ensure that all data indicated by the company as being necessary, or which the customer should reasonably understand to be necessary for the execution of the agreement, shall be provided in good time to the company. If the information required for the execution of the agreement is not provided to the company in good time, the company has the right to suspend the execution of the agreement and / or to charge the customer for the additional costs resulting from the delay according to the then customary rates. The period of execution shall not commence until the customer has made the information available to the company. The company is not liable for damage of any kind, because the company has relied on incorrect and/or incomplete data provided by the customer.

3. If, during the execution of the agreement, it appears that for a proper execution it is necessary to amend or supplement it, the parties will proceed to amend the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the customer, of the competent authorities, is amended and the agreement is thereby qualitatively and/or quantitatively changed, this may have consequences for what was originally agreed. As a result, the amount originally agreed upon may also be increased or decreased. The company will provide as much advance notice as possible. Due to an amendment to the agreement, the originally stated term of execution may also be changed. Customer accepts the possibility of amending the agreement, including the change in price and execution period. Company reserved the right to increase the price up to 10% annually or may consider current inflation rate as a basic input for price revision.

4. If the agreement is amended, including an addition, the company will submit an offer for this amendment, if required. Execution of this additional work may take place as soon as the customer has agreed to the price and other conditions specified for execution, including the time to be determined at that time. Failure to execute the amended agreement, or failure to execute it immediately, shall not constitute default on the part of the company and shall not be a ground for the customer to cancel the agreement.

5. Without being in default, the company may refuse a request to amend the agreement from customers/partners or others if this could have qualitative and/or quantitative consequences for the work to be carried out in this context, for instance.

6. Additional costs resulting from a change in product/services and/or termination subject company's consent and will be quoted by the company in the same capacity, provided that the change is in line with the current agreement.

7. If the customer does not agree with the extra costs of a change as referred to in articles 4 & other articles, the customer is not entitled to cancel the entire agreement. The company shall carry out the work as stated in the original agreement or shall deliver the SaaS Software tool or other services as stated in the original agreement. If the customer still demands the cancellation of the agreement, the customer shall be liable for all damages on the part of the company resulting directly or indirectly from this.

8. The company is entitled to increase the fee annually in the event of an agreed assignment for an indefinite period of time or in the event of an agreement for a definite period of time, but longer than one year. Customer must be informed about this two month in advance. Principal is then entitled to dissolve the agreed assignment within 1 month, without additional costs, provided that the price change is higher than the legally applicable inflation level or up to 10%.

Article 5 Suspension, termination and early termination of the agreement

1. If the customer fails to comply with any obligation arising from an agreement with the company or it's partners, the company will be entitled, without any warning or notice of default being required, to suspend or terminate its obligations arising from the agreement in question.

2. In addition, the company will be authorized to dissolve the agreement if circumstances arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be required of the company.

3. If the agreement is dissolved, the company’s claims against the customer will be immediately due and payable.

4. If the company proceeds with suspension or dissolution, the company will not be obliged to compensate damage and costs in any way whatsoever.

5. If the customer does not comply with his obligations arising from the agreement and this non-compliance justifies dissolution, the company will be entitled to dissolve the agreement at once and with immediate effect without any obligation on his part to pay any compensation or indemnification, while the customer will be obliged to pay compensation or indemnification on grounds of breach of contract. If the agreement is terminated prematurely by the company, the company, in consultation with the customer, will ensure the transfer of work still to be carried out to third parties. This is unless the customer is responsible for the termination. If the transfer of the work results in extra costs for the company, these will be charged to the customer. The customer is obliged to pay these costs within the period specified for this purpose, unless the Commission indicates otherwise.

6. Without prejudice to the provisions elsewhere in these general terms and conditions, the agreement concluded between the customer and the company will be dissolved, without judicial intervention or notice of default being required, at the moment that the customer is declared bankrupt, requests a provisional suspension of payments or loses the authority to dispose of property and/or legal capacity with regard to his assets or parts thereof due to an attachment, placement under tutelage or otherwise, and also in the event that the customer and/or his employees place illegal texts and/or images on an internet site.

Article 6 Force majeure

1.If the company is unable to fulfil its obligations under the agreement or is unable to do so in time or properly as a result of force majeure, such as, but not limited to, stagnation in the normal course of business within its company, those obligations shall be suspended until such time as the company is able to fulfil them in the agreed manner, without the company being in default and without it being liable for any compensation.

2. In the event that the situation referred to in the first paragraph occurs, the customer will have the right to terminate the agreement in full or in part and with immediate effect in writing after a period of 30 days has passed and the performance still cannot be carried out as a result of the situation of force majeure.

Article 7 Payment and collection costs

1. Payment shall in principle be made in advance.

2. If the customer is in default or breach of contract regarding the (timely) fulfilment of his obligations, then all reasonable costs incurred to obtain satisfaction out of court shall be borne by the customer.

3. All costs incurred as a result of judicial or extrajudicial collection of the claim shall be for the account of customer. The extrajudicial costs are set at a minimum of 30% of the amount to be claimed.

Article 8 Retention of title

1. Company reserves all rights with regard to intellectual property rights and know-how, which it uses or has used in the context of the execution of the agreement with the customer.

2. The customer and/or company's business partners are expressly forbidden to reproduce, disclose or exploit the rights and know-how referred to in the previous paragraph, whether or not with the involvement of third parties, without the prior written consent of the company.

Article 9 Complaints; claims and liability

1. A complaint concerning the SaaS Software tool and/or other products and services delivered must be made known to company in writing within 7 days of the date of dispatch of the invoice, the documents or information which is the subject of the complaint, or within 14 days of the discovery of the defect, provided that the customer can make a compliant to the authorities of the company that he could not reasonably have discovered the defect earlier or not satisfied with the response.

2. A claim or complaint as referred to in paragraph 1 will not suspend the customer's payment obligation.

3. Should company be liable, then this liability will be limited to what has been arranged in this provision.

4. company and/or company's business partners are not liable for damage of any kind arising because the company has relied on incorrect and/or incomplete information provided by or on behalf of the customer.

5. If the customer and/or company's business partners should be liable for any damage, the customer's liability will be limited to a maximum of twice the invoice value of the order, or at least to that part of the order to which the liability relates.

6. The company's or/its partners networks liability will in any case be limited to the amount paid out by its insurer in the case in question, plus the amount of the excess in that case.

7. The company and/or it's partners networks will only be liable for direct loss subject to mutual consent of both parties.

8. Direct loss shall be understood to mean only the reasonable costs of establishing the cause and extent of the loss, in so far as such establishment relates to loss within the meaning of these general terms and conditions, any reasonable costs incurred to have the company's defective performance meet the requirements of the agreement, in so far as such costs may be attributed to the company, and reasonable costs incurred to prevent or limit the loss, in so far as the customer can claim such costs have led to a limitation of the direct loss as referred to in these general terms and conditions. The company will never be liable for indirect loss, including consequential loss, loss of profit, missed savings or opportunity and loss due to business interruption.

9. The company and/or can never be held liable if the customer's organization misses out on certification because the customer has not carried out the advised components or activities. company

has an advisory and supervisory role and can therefore never be held liable if the customer fails to follow advice or steps from the SaaS Software tool critical to certification.

10. The limitations of liability included in this article will not apply if the damage is due to intent or gross negligence on the part of the company.

11. company reserves the rights and powers vested in it pursuant to the Copyright Act and other intellectual laws and regulations. Company will be entitled to use the knowledge acquired in the execution of an agreement for other purposes, to the extent that this does not involve the disclosure of strictly confidential information of the customer to third parties.

Article 10 Indemnification, intellectual property and applicable law and disputes

1. Customer will safeguard company against possible claims by third parties, who suffer damage in connection with the execution of the agreement and of which the cause is attributable to other parties than company. Should the company be held liable by third parties for this reason, the customer will be obliged to indemnify and compensate the company and, if necessary, to assist both extra-judicially and judicially, and to do without delay everything that may be expected of him in this regard. Should the customer fail to take adequate measures, company will be entitled to do so itself, without notice of default. All costs and losses incurred by the company and third parties as a result will be borne in full by the customer.

2. Customer and company's business partners are obliged to comply with all obligations and/or guidelines and/or regulations arising from the Personal Data Protection Act and/or related legislation and regulations that replace the Personal Data Protection Act and/or the legislation and regulations referred to. Company shall under no circumstances be regarded as a processor and/or processing agent within the meaning of the Personal Data Protection Policy or its successor. If the company is to store, save, process and/or process data within the meaning of the aforementioned Policy or its successor, it will only be regarded as a processor and will never be able to be regarded as having final responsibility. The customer will (continue to) be regarded as having final responsibility at all times, during and after the performance of the agreement with the company. The customer is obliged to make a notification of data leaks to the competent authority if a situation arises in which a notification must be made. Company is, however, authorized to make such a report independently if the circumstances so require.

3. Company reserves the rights and powers vested in it pursuant to the Copyright Act and other intellectual laws and regulations with regard to the products/SaaS Software/Meta GRC brands, procedures, processes, advice, regulations, guidelines and reports it has developed and/or provided, all in the broadest sense of the word. Company shall be entitled to use the knowledge acquired by him in executing an agreement for other purposes as well, to the extent that no strictly confidential information of the customer is brought to the attention of third parties in the process.

4. All legal relationships to which the contracted party is a party will be governed exclusively by law.

5. The court in the place of establishment of the contracted party is exclusively authorized to take cognizance of disputes, unless the law prescribes otherwise. Company will nevertheless be entitled to submit the dispute to the court deemed competent by the law.

6. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

Article 11 Cloud-Based storage services & Data backups

1. Vie Tech (Private) Limited is an official partner and has a contract with AWS for deployment of SaaS Software and storage of both company's and customer data.

2. As per AWS policy backups will be available on AWS cloud or customer preferred options (cloud services).

3. Pay as you use data storage policy enable our valued customers to pay flat rate of $ 0.10 per 1GB/month (exclusive of tax/VAT) for all services including Meta Drive SaaS Software (an online AWS cloud storage services).

4. The customers will be invoiced on monthly basis for data usage/storage. The customers may set data limits in the Meta SaaS Software in accordance with company requirements & budget constraints. They may purchase pre-paid data in advance to remain in budget.

5. In case of default data limit (reaching out the defined limit), the customer will be paid data price in advance. Customer may reset the data limit to avoid default case in next transaction.

Article 12 License Users

1. In continuation with the Article 11, the customer may increase the users license as per the requirements of the organization. Cost of additional license will be $2.

2. The company offers a variety of SaaS Software customized solutions (low budget scheme for SMEs) and GRC plans (value scheme for large-scale organizations) with a unique combination of users, data, GRC products, management consultancy and many more to cater the needs of wide range of industries from SME to large scale manufacturing. Every SaaS Software packages (customized solutions) starts from minimum 5 licenses with initial 5GB data. More license/yearly may be purchase by paying $2 for each license (exclusive of tax/VAT). The offer is also available for GRC plans user.

3. Once purchased the license, the cost will be non-refundable/transferable during the said year. In case of reducing the cost of SaaS Software license, the customer may intimate the company/or manage on customer portal about correct numbers of users at the event of annual licenses renewal.

Article 13 Extra services

1. The company offers a wide range of services to its valued customers especially GRC SaaS Software package users, services included SaaS Software installation and deployment project management,

System consultancy and configuration, web & app development, process automation, business intelligence reports, 24/7 online assistance & email support, and “Champion” training for the key implementation team Bespoke user training. Our technical team will provide 2 free bespoke online session (30 minutes~ 1 hour) to all its newly enrolled GRC SaaS Software users. Also, we will provide GRC health report on annual basis to all of our valued customers.

2. The company offers management consultancy for 'easy ISO, easy HSE, with a combination of GRC SaaS Software plans (standard & professional), and more in the form of 'Onboarding'(online 5 sessions) & implementation (physical/on-premises 10 sessions) exclusively to GRC SaaS Software plan users.

3. For instance, “Champion” online training session for the key implementation team, Bespoke user training varies depending on the type of package such as standard SaaS Software package included 1 session (1-hour max) and Professional SaaS Software package offers 2 session (1 hour each) on the basis of new or renewal of licenses. Enterprise SaaS Software package is a topline product of the company that offers full digitalization. The package offers premium real time 24/7 customer support and 30 visits (online/physical on-premises) 1st year on the implementation stage. Next year follow-up/surveillance visits will be 10 with 50% reduction on package price. However, special visits for any category will be charged $50 per visit within Pakistan and $200 outside for each instructor/consultant.

Policy Revision & Approval: The Board of Directors of the Company in its meeting held on April 04, 2022, considered and approved this Policy (Original Issue). Any revision to this policy shall be subject to a review and approval by the Board as and when is required.

Please visit *https://vietech.pro/resources/significantpolicies* to address any concerns and review the latest policy updates.

Version	Date	Nature of Changes	Approved By
1	04.04.2022	Original issue.	BOD Meta GRC (Private) Limited
2	13.05.2023	No change in the policy. The policy revised due to change in name of the company from Meta GRC (Pvt.) Limited to Vie Tech (Pvt.) Limited [SECP Certificate#B048304, APL#7460, Dated 24.02.2023]	BOD Vie Tech (Private) Limited formerly known as Meta GRC (Pvt.) Ltd.