

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BENAZIR BHUTTO SHAHEED HUMAN RESOURCE, RESEARCH &
DEVELOPMENT BOARD (BBSHRRDB)
AND
VITAL CAFE**

This Memorandum of Understanding ("MoU") is entered into on this 4th day of February, 2025, between Benazir Bhutto Shaheed Human Resource, Research & Development Board (BBSHRRDB) Headquarters office located at 5th Floor State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi (hereinafter referred to as "BBSHRRDB") and Vital Cafe "Eastern Product Pvt Limited" located its Karachi Office at Suite# 1501, 15th Floor, Vital Foakh Tower, Main Shahrah-e-Faisal, Karachi-75400, Pakistan (hereinafter referred to as "Vital Cafe").

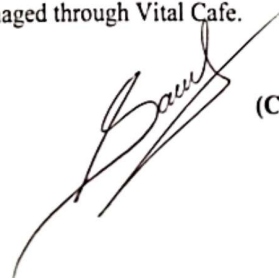
1. Purpose

The purpose of this MoU is to establish the terms and conditions under which Vital Cafe will operate within the premises of BBSHRRDB Headquarters office located at 5th Floor State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi. This collaboration aims to facilitate the provision of quality tea and coffee services to BBSHRRDB employees while ensuring smooth operations.

2. Responsibilities of BBSHRRDB

BBSHRRDB agrees to:

- Provide a designated space for the placement and operation of Vital Cafe within its facility.
- Not charge any rent or utilities for the space provided to Vital Cafe.
- Allow Vital Cafe to operate independently without any interference in its operational matters.
- Ensure that no external tea or beverages are distributed to BBSHRRDB employees within the facility, ensuring that all tea distribution is exclusively managed through Vital Cafe.



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3. Responsibilities of Vital Cafe

Vital Cafe agrees to:

- Operate and manage the Cafe independently, ensuring smooth and uninterrupted service to BBSHRRDB employees.
- Vital Café will provide coupons worth 10,000 – 12,000 depending on the numbers of cups sold. The coupons will be given to the management at the end of the month and they will have complete discretion to utilize those coupons at any Vital Café outlet.
- Adhere to the agreed pricing structure for its beverages as provided to and accepted by BBSHRRDB management.
- Maintain high standards of hygiene, service quality, and operational efficiency.
- Ensure compliance with all applicable regulations and safety standards.

4. Duration and Termination

- This MOU shall remain in effect for a period of one (01) year from the date of signing, unless terminated earlier by mutual agreement.
- Either party may terminate this MOU by providing at least 30 days' written notice to the other party.
- In the event of any breach of agreed terms, the aggrieved party shall notify the other party in writing, allowing a reasonable period for rectification before initiating termination procedures.

5. General Provisions

- This MOU does not create any legal partnership, joint venture, or employment relationship between the parties.
- Both parties agree to collaborate in good faith and resolve any disputes through discussion and mutual understanding.
- Any amendments to this MOU must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

For BBSHRRDB:

Signature: _____

Name: Sikandar Ali Bhatti

Designation: Deputy Director (A&F)

Contact No: 0333-7151773

Date: 04/02/2025

For Vital Cafe:

Signature: _____

Name: Saad Saqlain

Designation: Project Manager (Vital Café)

Contact No: 0300-8272890

Date: 04/02/2025