

رسوم وغرامة الطابع المالي  
بموجب إيصال رقم ٢٤٣٣  
٢٠٢٢ تاريخ ٢٠٢٢/١٢/٢٠٢٢  
الرسوم المترتبة على المبلغ المالي  
المجموع ٣٧٩,١٣,٣٥  
٢٠٢٢ في : علّق وفته ونحوها  
٢٠٢٢ المد ١٩

## AGREEMENT

### “2023 EOX Project – Related to MIC2”

This Agreement is entered into by and between:

**Mobile Interim Company No.2 S.A.L.**, registered at the Trade Register of Beirut under the number /1000382/, and registered at the Ministry of Finance under the number /291711/, having its principal place of business at Touch Building, Fouad Chehab Avenue, Bashoura, Beirut, Lebanon (hereinafter referred to as “MIC2” or “Buyer”);

لليا سلّوم

And

**BMB smart S.A.L.**, a company registered under the laws of Lebanon, incorporated at the Trade Register of Baabda under the number /21245/ electing domicile at Baabda, Serail Street, BMB Bldg

(hereinafter referred to as “BMB” or “Contractor”).

Collectively referred to hereinafter as “Parties” and individually as “Party”.

#### **RECITALS**

Whereas MIC2 is operating the second mobile network in Lebanon for the benefit and for the account of the Republic of Lebanon (ROL);

Whereas MIC2 intends to perform a SW upgrade on the existing Huawei vEPC, GUL RAN and Wireless Products that are EOS and carry third carrier and 3CC upgrades on its eRAN

Whereas MIC2 is subcontracting to BMB (which was appointed by Huawei) the entirety/upgrade of Mobile interim Company 2 SAL “MIC2” for the EOS Project including the relevant hardware and software (hereinafter called the “Services”) which shall be performed by Huawei following the scope in the Annex(s) which constitute part of this Agreement (hereinafter called “Agreement”).

This Agreement, along with its terms, the Attachments and the other documents “if any” referred to in this Agreement, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations or oral or written agreements between the Parties, in case of any inconsistency, ambiguity or conflict between this Agreement and its attachment, the provisions of this Agreement shall prevail with respect to that subject matter.



## Attachments to this Agreement

- a) Annex 1 "Project implementation plan".
- b) Annex 2 Performance Bond Template

Now, therefore, the Parties agreed on the following terms and conditions:

### 1- Payment terms:

The total amount to be paid by MIC2 to BMB under this Agreement is /7,865,876/.USD (Seven Million Eight Hundred Sixty Five Thousand Eight Hundred Seventy Six United States Dollars ), issuing all POs by MIC2 is a condition to provide the free of charge (FOC) items; otherwise, FOC items should be out of BMB and Huawei's scope.

PO #	The "Services" of the EOS Project per PO	Payment terms / scope
1.	WL Software upgrade	
2.	3CC	100% of the PO value shall be invoiced Upon POD and should be paid by MIC2 within sixty (60) days from the invoice POD signature and signature date of the invoice;
	CA & 45*3CC	
3.	EPC upgrade	
4.	Wireless Software Upgrade Service	50% of the LINE purchase order "PO" value to be invoiced upon half completion of period and deliverables highlighted in the PIP attached and paid by MIC 2 within sixty (60) days from technical letter and signature date of the invoice.
5.	EPC Upgrade Service	50% of the LINE purchase order value shall be invoiced upon preliminary acceptance certificate ("PAC"); Partial Offline and online acceptance is applicable and all invoices shall be paid by MIC2 within sixty (60) days from technical acceptance and signature date of the invoice and guarantee should be released accordingly
6.	3CC Optimization Service	

1.2 All prices are quoted, signed and invoiced in USD, and shall be settled in Cash LBP at market rate on the date of payment. All the above invoices shall be paid to BMB Smart S.A.L

1.3 To avoid dispute, the VAT of the invoice shall be invoiced in USD, and the payment currency and exchange rate (if involved) of the VAT shall follow the tax law of Lebanon.

1.4 The prices quoted exclude any import duties and customs related changes, VAT, WHT or any other taxes that might be levied in Lebanon.

1.5 Both Parties shall bear their respective taxes and duties in accordance with applicable laws and regulations. If any rates of taxes change, or a new tax is introduced, or the existing tax is abolished, or any changes in interpretation or application of any taxes occur in the course of the performance of the purchase



order, an equitable adjustment of the purchase order price shall be made to fully take into account any such change if any. MIC2 shall provide BMB a certificate after sixty (60) days from the declaration and payment to relevant authority supported by the receipt of WHT paid.

1.6 The above fees constitute all the financial entitlements of BMB from MIC2 under this Agreement, and it includes all expenses that may be incurred by BMB in relation to the Agreement.

## 2- Term and Termination

### 2.2 Term

The Agreement shall be valid for **two (2) years** starting from the date of its last signature date, and may be renewed or extended upon the written agreement of the Parties hereto.

If at the time of expiry, MIC2 financial obligations toward BMB have not been accomplished yet, this Agreement shall be deemed extended until the fulfillment of the said financial obligations and upon both Parties agreement.

### 2.3 Termination

- a) Should any Party (the “defaulting Party”) commit a material breach of any of the provisions of this Agreement, then the other Party (“the aggrieved Party”) shall give the defaulting Party a thirty (30) day's written notice to remedy the breach and advising the defaulting Party of the aggrieved Party's intention to terminate the breached Agreement in the event of failure to cure the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to terminate this Agreement or to claim immediate payment of compensation and/or specific performance by the defaulting Party of all the defaulting Party's obligations, whether or not the due date for payment and/or performance has arrived, in either event without prejudice to the aggrieved Party's rights to claim damages.
- b) Either Party has the right to terminate this Agreement for convenience, without having the obligation to state any reason(s), by providing the other Party with a thirty-day (30 days) written notice. In such case, MIC2 undertakes to pay and compensate BMB the price of all Services performed as per the terms and conditions of the Agreement until the date of effective termination in addition to BMB's incurred costs. MIC2 reserve its right to be reimbursed for the Services that were paid in advance and not provided by BMB until the date of effective termination subject to the terms and conditions of this Agreement.
- c) Either Party may terminate this Agreement by written notice with immediate effect if one of the following events occur:
  - (i) If bankruptcy or insolvency proceedings are instituted against the other Party and such proceedings are not dismissed within 30 (thirty) days from the date of proceedings, or if the other Party makes an assignment for the benefit of its creditors;
  - (ii) If a force majeure event occurs, in accordance with the provisions of Article (11) herein;

2- Should Implementation of any related batch of the Services not take place on or before the Date of Completion (agreed between MIC2 and the Contractor) due to reasons within the control of the Contractor and or due to the delay in the Delivery of the products owing to Contractor reasons, MIC2 shall have the right to claim liquidated damages which shall run as of the agreed Date of Completion. The liquidated



damages for delay shall be payable at the rate of (1%) of the value of the PO for any related batch for each five working days of delay and shall be up to a maximum of 10% of such PO value. Once the maximum liquidated damages have been reached, MIC2 in addition to claiming for the liquidated damages, has the right either to:

- (i) Terminate the Contract in accordance with the provisions set out in Article 2 and execute the performance bond, all on Contractor's responsibility, or
- (ii) Keep the contract in force and execute the performance bond, or

### **3- Governing Law**

This Agreement and any purchase order issued in relations to it shall be governed by and construed in accordance with the Lebanese laws and Regulations.

### **4- Dispute Resolution**

In case of a dispute arising out of this Agreement or any Purchase Order related to it, the Parties will use all reasonable endeavors, acting in good faith, to settle the dispute amicably within fifteen (15) days from the date of the first request made by either Party to hold a meeting with the other Party in view of such amicable settlement. Such meeting shall be held at the principal place of business of MIC2. If the Parties fail to resolve their dispute through the escalation procedure, after the elapse of fifteen (15) days from the meeting, any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever, shall be settled by the Lebanese courts.

### **5- Changes**

Where either Party wishes to make a change to this Agreement or to its Annexes then such Change must be made in accordance with the below:

- a. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it by its respective authorised representatives where BMB shall be reasonably be compensated for all the changes not caused by Huawei or BMB. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- b. The changes include but are not limited to:
  - A. Changes caused by MIC2
  - B. Changes caused by third-party(s)
  - C. Changes caused by changes in any governmental policies, laws, and regulations
  - D. Changes caused by inconsistent quotation and project duration assumptions
  - E. Changes caused by force majeure

### **6- Assignment**

Contractor shall not assign the Agreement, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2.

However MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under the Agreement to the Republic of Lebanon or any of its designee, having given the Contractor prior written notice of such assignment without any delay when the assignment was decided, but without having to obtain its consent prior to such assignment. For the avoidance of doubt, the Contractor irrevocably agrees



to grant MIC2 the right to assign and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the assignee shall continue to be responsible to the Contractor for any of its obligations, liabilities, debts or charges of any kind relating to the Contract and in existence as at the date of any such assignment. The assignee of the Agreement shall also have the right of assignment provided for under this Article

#### 7- **Notice**

Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

For BMB: Baabda, Serail Square, BMB Building  
For MIC2: Bashoura, Beirut, Touch Building

#### 8- **Liability**

- a) Notwithstanding any other provision in this Agreement the total liability, including the liquidated damages claimed by either Party for any claim, loss or damage, whether based on contract, tort (including negligence), infringement of third party IPR, property damage or otherwise, shall be limited to an amount equals to (100%) of this Agreement amount applicable during the twelve (12) months prior to the claim for which damages are to be paid. When calculating the said percentage figure, any taxes, fees or levies, if any, forming part of any prices or invoices, shall be excluded. This limit of liability is cumulative and not per-incident (i.e., the existence of two or more claims will not enlarge this limit).
- b) Notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party for any loss of profit or revenues, loss of opportunity, loss of traffic, loss of goodwill or reputation, loss of data or information, loss of interest, downtime loss, cost of interrupted operation, anticipated saving, special damages be it foreseeable or otherwise, and/or any indirect or consequential losses whatsoever.
- c) Each Party represents and warrants on behalf of itself and its Affiliates and Representatives that: they have complied and will comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and economic sanctions; neither the execution nor delivery of, nor the exercise of any rights or performance of, any obligations pursuant to this agreement will result in (i) any violation of any order, law or regulation to which it is subject, and (ii) any violation of Sanctions by any Person; none of the funds provided or to be provided by us under this agreement shall be from or directly, indirectly in connection with a Sanctioned Person.
- d) Contractor undertakes and warrants that the execution of the Project shall not affect, under any circumstances, MIC2's existing network, including the network availability, continuity and performance.
- e) A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.

#### 9- **Indemnity**

The offending Party undertakes to fully indemnify the offended Party against claims as detailed hereunder:

- a) Any claim in respect of death or personal injury however caused to any personnel that may be imposed on or incurred by Contractor arising directly out of the negligent acts or omissions of Contractor, its agents, subcontractors, or employees.
- b) Any direct damages and/or loss of revenues and/or loss of traffic and/or any other damage (excluding indirect damage and/or loss) caused to MIC2 or MIC2's existing network, and/or for which MIC2 may



be liable to the Republic of Lebanon or to any other person, whether such damage and/or loss and/or risk arises out of Contractor's negligence and/or misconduct during or in connection with the execution of the Project. In the event where Contractor fail to pay that indemnity, MIC2 shall have the right to deduct the amount from any dues to Contractor, automatically and without any notice or any judicial formality, without prejudice to the right of MIC2 to terminate the Contract on Contractor's responsibility, or the right of MIC2 to claim for liquidated damages, as per the terms of this Contract.

- c) Any direct loss or damage to tangible property caused to the offended Party to the extent it arises solely out of any omission, neglect or willful default of the offending Party or its officers, employees, agents or representatives during and as a direct result of the supply of Services.
- d) Any direct damages caused to the offended Party, when such damage arises solely out of any omission, neglect or default of the offending Party during and as a direct result of the supply of Services.
- e) The offending Party undertakes, at its sole expense, to defend any suit based upon a claim or cause of action related to the supply of Services and shall satisfy any judgment that may be rendered against the offended Party, provided that the offending Party shall be given (i) prompt notice of any such claim or suit; and (ii) full opportunity to defend such suit, and (iii) that the offended Party does not settle any claim without prior and written authorization from the offending Party. The offended Party may participate in the defense and shall cooperate fully in defending any claim or suits. The offending Party shall pay all reasonable costs, expenses, and legal expenses incurred by the offended Party in connection with any such claim or suit or in enforcing this indemnity Clause, provided a valid claim is presented. In this Article (10), references to "loss" and "claims" include all associated reasonable costs, liabilities and expenses including reasonable legal costs.
- f) Each Party is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with each other. Each Party must carry an insurance policy covering all its staff working on site during and in the occasion of Services provisioning as well as damages caused solely by its representatives' work on site.
- g) The amount of indemnity shall be paid by Contractor to MIC2, automatically and lawfully without need of any judicial or other formality. It shall be due to be paid as soon as MIC2 claims for it from the Contractor. In the event that the Contractor fails to pay the amount claimed by MIC2, MIC2 shall be entitled to collect it from the bank guarantee attached to the Contract. In the event that the amount of the guarantee is not sufficient to cover the amount of the indemnity, Contractor undertakes to pay the remaining balance to MIC2 immediately upon MIC2's first request in this respect.

#### **10- Infringement**

The Contractor shall defend MIC2 against any claim that the Products and/or Services or the latest unmodified release of Software infringes on a patent or copyright granted or registered in the Territory, provided that MIC2 promptly notifies Contractor of the claim, Contractor has sole control of the defense and all related settlement negotiations and MIC2 gives Contractor information and assistance for the defense of such claims, all at Contractor's expense and responsibility. Contractor shall indemnify and hold MIC2 harmless from all payments which by final judgments in such suits may be assessed against MIC2 on account of such infringement and shall pay resulting settlements, costs and damages finally awarded against MIC2 by a court of law. Contractor has no liability for any claim of patent or copyright infringement based upon the



combination, operation or use of any Contractor-provided products or Software supplied hereunder with products, software or data not supplied nor approved by Contractor-provided (unless such use is contemplated by the Contract and the third party infringement claim is based upon such contemplated use), nor for any claim based upon (i) alterations of the Products or modification of any Software which have not been approved nor authorized by the Contractor, or (ii) software supplied by entities other than Contractor-provided (provided such software is not required to enable proper functioning of any Product supplied by the Contractor-provided).

32.2. MIC2 agrees that if Contractor-provided products or Software become, or in Contractor's opinion are likely to become, the subject of such a claim, MIC2 will permit Contractor at own expense and responsibility, either:

- Procure for MIC2 the rights for continued use of the Product;
- Modify the Product so that it no longer infringes on any such Intellectual Property Rights; or
- Replace the Product with an equivalent Product that does not infringe on any such Intellectual Property Rights, or

If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment, MIC2 can return Contractor-provided products and/or Software for full credit on the Product that is the subject of the infringement claim.

## **11- Performance Bond.**

Within fifteen (15) days of the Agreement signature, the Contractor undertakes to provide MIC2 with a Performance Bond issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks or foreign bank, that have received a credit rating of at least a "prime" investment grade (BBB or above), for an amount equal to five percent (5%) of the total value of the Agreement in Fresh USD (including VAT if applicable)

The performance bonds shall explicitly provide that the issuing bank guarantees, jointly and severally with Contractor, the payment of the amount of the guaranty to MIC2 upon MIC2's first request, without any objection or reservation or delay. The performance bond related shall remain valid and effective from the date of issuance up to 25 months as of its issuance date

Contractor undertakes that the Performance Bonds shall be issued as per the template attached hereto (Annex 2).

## **12- Confidentiality**

a) Either Party (hereinafter the "Receiving Party") agrees to keep all Confidential Information received from the other Party (hereinafter the "Disclosing Party") in whatever form as strictly confidential and must not disclose it to third parties without the prior written consent of the Disclosing Party. Information must not be used by the Receiving Party for any purpose other than in connection with the purposes of this Agreement and/or Purchase Orders. The foregoing obligations do not apply to any Information which: (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party; (c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; (d) is at any time independently developed by the Receiving Party as proven by its contemporaneous written records; (e) is expressly authorized in writing by the Disclosing Party; or (f) is required by law, court order or a governmental agency to be disclosed (in which case the Receiving Party will



give the Disclosing Party as much notice thereof as reasonably practicable and which will be done subject to confidentiality protection to the extent reasonably available).

The foregoing obligations do not apply to the Republic of Lebanon, represented by the Lebanese Ministry of Telecommunications, which is not considered as Third Parties to this Agreement and are so entitled to access any Confidential Information hereunder.

b) **Affiliates**

The Parties recognize that each of them is part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Information under this Agreement to its Affiliates. For this purpose, each Party agrees (both as the Disclosing Party and as the Receiving Party hereunder) that: (a) the Receiving Party may disclose Information to an Affiliate but only to the extent that such Affiliate has a need to know such Information in order to carry out the purpose described herein; (b) disclosure by or to an Affiliate of a Party hereto is deemed to be a disclosure by or to that Party, as applicable; and (c) each Party guarantees the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement.

c) **Disclose only on need to know basis.**

Each Party agrees to limit access to Information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for the proper performance of obligations under this Agreement. The Parties undertake to use their best efforts to procure that any of their employees designated by the other Party enters into a direct confidentiality undertaking with the requesting Party in a form consistent with this Clause which is designated by the requesting Party and shall notify the requesting Party promptly if an employee refuses to do so. If either Party has reasonable grounds to suspect that an employee has placed the other Party in breach of these conditions or refused to enter into a direct confidentiality undertaking as provided above, such person shall, if the other Party so reasonably requests, be removed promptly from any further involvement in the provision of the Services.

d) Notwithstanding any other provision of this Agreement, BMB hereby consents to the disclosure of such information in relation to this Agreement or any Purchase Order as may be necessary for BMB to assign any receivables to or disclose relevant information in relation to financing arrangements to any financial institution (but not by way of public offering document) subject to a similar confidentiality restriction being placed on any financial institution looking to acquire BMB's receivables.

e) The Parties acknowledge that damages may not be an adequate remedy for such a breach and agree that either Party may pursue whatever legal remedy may be available at law to cure such a breach, including injunctive relief.

f) Nothing contained in this Article (12) shall be deemed to grant any license under any Intellectual Property Right.

**13- Force Majeure**

- A. Neither Party shall be held in default nor liable for any delay or failure to comply with its respective obligations under this Agreement if such delay or failure is due to the occurrence of any unforeseeable or unavoidable conditions which are beyond the control of the affected Party including but not limited to, acts of Nature, riots, strikes (excluding labor disputes), wars, embargoes, imposition of Sanctions or similar restrictions, acts of governments, civil or military insurrection and similar events (each a "Force Majeure Event"). The affected Party shall however not be excused from performance of obligations which are not affected by a Force Majeure Event (if any).
- B. The stipulations in Clause (A) shall apply, provided that the affected Party informs the other Party in writing (by electronic mail, registered mail or fax) within five (5) Working Days:
  - a) of occurrence and the description of such Force Majeure Event;
  - b) the description of the extent to which the affected party is unable to perform its obligations because of the Force Majeure Event; and



- c) an estimate of the duration that the affected party expects that it will be unable to perform its obligations because of the Force Majeure Event..
- C. Both Parties shall use reasonable efforts to take corresponding action to mitigate their respective loss or damage following a Force Majeure Event.
- D. The Parties agree that no charges shall be payable in respect of any obligations that are either:
  - a) not performed; or
  - b) are performed, but not in accordance with the requirements of this Agreement,
  - c) as a result of the Force Majeure Event.
- E. Except as provided by Clause (A), the affected Party must continue to perform its obligations not affected by the Force Majeure Event.
- F. The Party claiming Force Majeure Event shall inform the other Party in writing immediately upon the end of Force Majeure Event.
- G. If the Force Majeure Event continues for more than sixty (60) days, either Party shall negotiate in good faith of the termination to this Agreement and/or purchase order in full or in part.
- H. In the event of the Agreement being terminated by either Party pursuant to clause (G), the Contractor shall only be liable to pay the Subcontractor for Services for which the Contractor has (on or before the date of termination) issued the corresponding Acceptance Certificate and for which the Subcontractor has submitted a valid invoice along with the required supporting documentation.
- I. **Sanctions** means any trade, economic or financial sanctions, regulations, embargoes or other similar restrictive measures administered, enacted or enforced by any sanctions authority of UN, US, UK and/or EU or the governments and official institutions or agencies of any of the foregoing.

#### 14- Costs

Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into this Agreement.

#### 15- Invalidity

If any provision in this Agreement or in any relevant Purchase Order shall be held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of this Agreement and the remainder of the relevant Purchase Order shall not be affected.

#### 16- Warranty

Huawei should provide a limited warranty for (12) months from Proof of delivery “POD” date against defective design or workmanship only “Warranty period”.

#### 17- Trade terms

Trade term is CIP to Beirut Port in accordance with INCOTERMS 2010 of International Chamber of Commerce, Shipment may be made batch by batch according to delivery plan agreed by both Parties.

Custom Clearance, warehousing, and inland transportations from Port to site(s) are Customer's sole responsibility.

BMB shall not be liable for any delays or defaults out of its control, and shall not be liable for liquidated damages for the delay in delivery arising from the same event.

The POD shall be issued by MIC2 within (3) working day after the products arrived to Beirut Port; Invoicing, payment and warranty for the equipment are irrelevant to service delivery or acceptance (if any).



## 18- Risks and Title

Risk shall be transferred to MIC2 according to the trade terms stipulated hereinabove (i.e. CIP). The title to the Equipment, except software and documentation which are retained with BMB, shall pass to MIC2 upon receipt of full payment by BMB under each related purchase order.

## 19- Lifespan and vulnerability

- 1) 10 years for telecom (CT) equipment (including board) from its POD date subject to MIC2 upgrading to latest software release (for the first 5 years the board can support software upgrade and be accommodated with basic vulnerabilities management, for the remaining 5 years the board may not support software upgrade and will be accommodated with limited management for critical vulnerabilities only);
- 2) 25 years for IT equipment (e.g. servers, storage, access router, WLAN) from the POD date of its original primary equipment subject to BMB upgrading to latest software release;
- 3) 10 years for telecom (CT) standalone software and 5 years for IT standalone software from its POD date, subject to BMB upgrading to latest software release;
- 4) 3 years for each software release from its GA date;
- 5) The period and scope as provided by its original supplier for non-Huawei manufactured equipment.
- 6) For the avoidance of doubt, if the end of support (EOS) date of any hardware or software is less or earlier than the period mentioned above, support service for such hardware or software will be available till its EOS date. Furthermore consumables (such as lamps, fans, fuses, batteries etc.) and terminals, if any, are excluded from the aforesaid support service availability; unless otherwise specified, the service for consumables will be provided according to mutual consent based on the industry practice, and no warranty nor support service will be provided for the terminals.
- 7) If Equipment requested by MIC2 is not available at the time or after placing a Purchase Order, Huawei will endeavor to offer an alternative Equipment (acceptable to the MIC2) as close as possible to the required Specifications.

## 20- Signature

In witness whereof, MIC2 and BMB have signed this Agreement in two originals, each Party keeping one original.

Signed on.....13 September 2023

### For MIC2

Name: **Salem Itani**

Position: **Chairman General Manager**

Signature: *Salem Itani*

*Nibal Matta salameh  
chief Financial officer*

### For BMB

Name: **Mitri Michel Doumet**

Position: **Chairman General Manager**

Signature: *Mitri Michel Doumet*

Position: *CEO*

