**Purchase of Cells on Wheels (COW)**

**Contract of Adherence**

This “Purchase of Cells on Wheel (COW)” Contract of Adherence (Hereinafter referred to as the **“Contract of Adherence”**)is made and entered into by and between:

**Mobile Interim Company No.2 S.A.L.,** a company incorporated at the Beirut Trade Register under number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bashoura Region, Beirut, Lebanon.

(Hereinafter referred to as “**MIC2**”)

**AND**

**……………………………………………..**, a company incorporated at the ……………………… Trade Register under number /…………………………/, and registered at the Lebanese Ministry of Finance under the number /………………………../, electing domicile at………………………, …………… Floor, ………………. Road, ……………….. Region, Lebanon, represented in this Contract of Adherence by its ……………………………………...

(Hereinafter referred to as the “**Supplier**”)

Each of the two parties is hereinafter referred to as a ‘**’Party**”’ and collectively as the "**Parties**".

**Preamble:**

Whereas, MIC2 is operating the second mobile network for the account and for the benefit of the Republic of Lebanon, and is in need to purchase six Cells on Wheels (COWs) (Hereinafter altogether referred to as the **“Cells on Wheels”**) in order to enhance its coverage capabilities in a flexible and mobile manner, addressing various temporary or urgent connectivity needs;

To this effect MIC2 has announced for a Request for Proposal to select the best supplier to provide the **Cells on Wheels**, whereas at the outcome of the abovementioned Request for Proposal, Supplier (……………………….)was selected to provide MIC2 with the **Cells on Wheels**, as detailed in specifications and prices within the submitted Technical and Commercial Proposals (Hereinafter together referred to as the **“Proposals”**) annexed hereto as Schedule (1), and according to the terms and conditions of this Contract of Adherence;

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide the **Cells on Wheels** to MIC2;

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

**1. The Entire Contract of Adherence**

The Preamble above, any Schedule annexed hereto and any Purchase Order issued under this Contract of Adherence shall form an integral part of this Contract of Adherence.

**2. Scope of the Contract of Adherence**

Supplier undertakes to provide MIC2 with the **Cells on Wheels** as per the specifications and prices listed in the submitted Proposals annexed hereto as Schedule (1).

**3. Order of the Cells on Wheels**

**3.1.** MIC2 shall issue a written Purchase Order(s) to the Supplier to order the **Cells on Wheels** (Hereinafter referred to as the **“Purchase Order(s)”**).

**3.2.** The Purchase Order(s) shall be forwarded by MIC2 to Supplier by any means.

**3.3.** The Purchase Order(s) issued by MIC2 under this Contract of Adherence shall only be legally and financially effective in favor of Supplier in light of Supplier’s good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.

**4. Supply and Delivery of the** **Cells on Wheels**

**4.1.** Supplier undertakes to supply and deliver the **Cells on Wheels** as ordered by MIC2 in the relevant Purchase Order(s) issued under this Contract of Adherence.

The term “supply and delivery” shall mean the supply of the **Cells on Wheels**.

**4.2.** Supplier undertakes and warrants that the **Cells on Wheels** supplied and delivered under this Contract of Adherence is:

* Conforming to all MIC2’s required specifications as defined in the submitted Proposals annexed hereto as Schedule (1) under this Contract of Adherence.
* Free of any defect whether apparent or hidden.

**4.3.** A penalty amounting to 0.5% of the total amount of each of the relevant Purchase Orders shall be applied on Supplier to the benefit of MIC2 for each five (5) calendar days of delay in the supply and/or delivery of the **Cells on Wheels** and shall have a maximum cap of 10 % of the total amount of each of the relevant Purchase Orders.

The said penalty amount shall be automatically deducted by MIC2 from the amount due to Supplier without the need for any legal claim or action.

The said penalty clause may be excluded from application only in the sole case of mutual consent between the two Parties for its exclusion noting that such consent for exclusion must be expressed only through a written instrument to be signed by both Parties.

**5. Liability and Indemnity**

**5.1.** Supplier warrants at its own cost and liability that the **Cells on Wheels** supplied and delivered under this Contract of Adherence is conforming to the specifications detailed in the submitted Proposals annexed hereto as Schedule (1).

**5.2.** Supplier shall fully indemnify MIC2, together with its officers, agents and employees, against any claim with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, or employees during the performance of any work hereunder.

**5.3.** Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the supply and delivery of the **Cells on Wheels** shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

**5.4.** Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work hazards and emergencies, and any other rights and obligations that might arise during or in the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of the supply and delivery of the **Cells on Wheels** as well as damages caused by the Supplier’s work on site.

**5.5.** Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the works done under this Contract of Adherence.

1. **Prices , Invoicing and Payment****, Guarantee**

**6.1. Prices**

The prices for the **Cells on Wheels** to be supplied and delivered under this Contract of Adherence shall be determined by MIC2 in each of the relevant Purchase Orders issued under this Contract of Adherence and must comply with the fees and prices as listed in the submitted Proposals annexed hereto as Schedule (1).

* + 1. Supplier undertakes to adhere to the prices for the **Cells on Wheels** as listed in the submitted Proposals annexed hereto as Schedule (1) all through the term of this Contract of Adherence, and must not amend for any reason whatsoever all through the term of this Contract of Adherence unless by reduction where possible.
    2. The prices for the **Cells on Wheels** as referred to in Clause (6.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the supply and delivery of the **Cells on Wheels** under this Contract of Adherence, and shall include all expenses that may be incurred by Supplier in this regards.

* 1. **Invoicing and Payment**

Invoicing and Payment terms for the ordered **Cells on Wheels** under this Contract of Adherence shall be as following:

1. Twenty per cent (20%) of the relevant part of the Purchase Order Value shall be invoiced upon Purchase Order issuance provided that the Supplier simultaneously issues in favor of MIC2 an irrevocable and unconditional "down payment bank guarantee".
2. Forty per cent (40%) of the relevant part of the Purchase Order Value upon Provisional Acceptance Certificate (PAC).
3. Forty per cent (40%) of the relevant part of Purchase Order Value upon Final Acceptance Certificate (FAC).

Payments shall be made within sixty (60) days after technical acceptance and signature of related invoice by MIC2.

**6.3** **Down Payment Guarantee and Performance Bond**

**6.3.1 Down Payment (DP) Guarantee:**

Upon the issuance of the PO, Supplier undertakes to submit Down Payment Bank Guarantee to the order and for the benefit of MIC2 that represents 100% of the down-payment value including VAT (if applicable), in Fresh USD issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks or issued by a foreign Bank that have received a credit rating of at least a “prime” investment grade (BBB or above), to guarantee the down-payment made by MIC2 as per the said PO.

The DP guarantee shall explicitly provide that the issuing bank guarantees, jointly and severally with the Assignee, the payment of the amount of the guarantee to MIC2 upon MIC2’s first request, without any objection or reservation or delay.

The DP guarantee shall be valid for the needed period for delivery and implementation. The text of the said DP is attached to this Contract as Schedule (2).

**6.3.2. Performance Bond:**

Within fifteen (15) days of issuing each Purchase Order, Supplier shall provide MIC2 with a Performance Bond in an amount equal to a Five percent (5%) including VAT (if applicable) of the value of the relevant Purchase Order in Fresh USD 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), to guarantee the implementation by Supplier of its obligations under this Contract, particularly the implementation of the relevant PO in good faith and in conformance with the set-out KPIs as well as the highest standards of the technical and commercial state of art within the deadlines specified by MIC2. The performance bond shall remain valid and effective from the date of issuance up to the date the acceptance of the provided services. The text of the said Performance Bond is attached to this Contract as Schedule (3).

1. **Tax, duties and levies**

Either party shall be liable for the taxes, levies, duties and other fiscal charges imposed on it by the Laws and regulations in Lebanon including the stamp duty.

In case the Supplier is a foreign company, it shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence, as well as for the non-resident tax imposed by the Lebanese fiscal authorities on foreign companies doing business in Lebanon, therefore the amount corresponding to the Non-Resident Tax prescribed by the fiscal laws in Lebanon as well as the stamp duty will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

**8. Term and Termination**

**8.1.** This Contract of Adherence shall be effective as of the date of its signature herein below **(the “Effective Date”)** and shall remain valid for one year thereafter.

**8.2. MIC2** shall have the right to terminate this Contract of Adherence and/or any Purchase Order issued under it at any time and without having to state the reason(s) for such termination, and without any liability on MIC2, provided that the decision to terminate this Contract of Adherence and/or any Purchase Order issued under it is notified to Supplier thirty (30) days prior to the effective date of termination.

**8.3.** This Contract of Adherence shall be terminated immediately, without any notice and without any liability on MIC2 by virtue of the provisions of Article 33 of the public Procurement Law no. 244/2021.

**8.4.** If at the time of expiry or early termination of this Contract of Adherence the

**Cells on Wheels** ordered by MIC2 as per a given Purchase Order have not been supplied and delivered, then this Contract of Adherence shall be deemed extended until the full supply and delivery of the said Purchase Order, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed supply and delivery if the delay is due to Supplier’s default.

**9. Relationship of the Parties**

**9.1.** The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. Nothing contained in this Contract of Adherence shall be construed to make one party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of this Contract of Adherence have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

**9.2.** This Contract of Adherence shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2’s relationship with Supplier. Any Party who has not signed this Contract of Adherence is not a party thereto.

**10. Confidentiality**

**10.1.** Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information/documents/correspondence received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract of Adherence and shall not in any time disclose such information/documents/correspondence to any third party or make use of any such information/documents/correspondence for any purpose other than as required to execute the object of this Contract of Adherence.

Supplier is aware that MIC2 is entitled to disclose any information/documents/correspondence relating to this Contract of Adherence to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier’s approval.

**10.2.** The confidentiality provisions contained in this Article (10) shall survive the termination or expiration of this Contract of Adherence.

**11. Assignment**

Supplier shall not assign this Contract of Adherence, 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 this Contract of Adherence to the Republic of Lebanon or any of its designees, having given Supplier prior written notice of such assignment but without having to obtain its consent prior to such assignment.

For the avoidance of doubt, Supplier 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 be responsible to Supplier for any of the obligations, liabilities, debts or charges of any kind relating to this Contract of Adherence and in existence as at the date of any such assignment.

The Assignee of the present Contract of Adherence shall also have the right of assignment provided for under this Article (11).

**12. Applicable Law and Dispute Resolution**

**12.1** Both Parties agree that the Lebanese Laws and regulations shall apply to any litigation arising out of the application or interpretation of this Contract of Adherence.

**12.2** Disputes arising in connection with this Contract of Adherence shall be settled by the competent courts of Law in Beirut.

**13. Force Majeure**

**13.1** Neither Party is liable for delay or failure to perform any of its obligations under this Contract of Adherence insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event.

In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate this Contract of Adherence by means of written notice without bearing any liability whatsoever. In such case, MIC2 shall pay to Supplier the part of the terminated Purchase Order which have been fully supplied, delivered and accepted by MIC2.

**13.2** For the purposes of this Contract of Adherence, a force majeure event means any event, which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, always as defined by the Lebanese Laws and Regulations.

**14. Waiver**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Contract of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

**15. Notices**

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any **written** notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

**IN WITNESS WHEREOF,** the Parties have caused this Contract of Adherence to be executed in Beirut with effect as of ………………………………………………………. **(“Effective Date”)** by their respective authorized representatives in two originals copies each Party keeping one original.

|  |  |
| --- | --- |
| **For and on behalf of**  **Mobile Interim Company No. 2 S.A.L.**  **Salem Itani**  **Chairman General Manager**  **Signature:**  **Nibal Matta Salameh**  **Chief Financial Officer**  **Signature:** | **For and on behalf of**  **……………………………**  **…………………………….**  **……………………..** |

**SCHEDULE (1)**

**SCHEDULE (2)**

**DOWN PAYMENT GUARANTEE**

Beirut, DD/MM/YYYY

**To: Mobile Interim Company No. 2 S.A.L.**

Fouad Chehab Avenue, Touch building,

Beirut Central – bloc B,

Bashoura, Beirut, Lebanon

(Hereinafter referred to as “MIC2”)

**From: Bank ………………………**

**(FULL ADDRESS )** /the Guarantor”)

**Subject:** Down Payment Guarantee No ---------

For Account of : ................................................ of the Contract ....................................... dated .........................

**This Down Payment Guarantee is made on ................................ by the Guarantor ......................... in favor of Mobile Interim Company No.2 SAL.**

With reference to the Purchase Order no. .................. (“the Purchase Order”) issued under the Contract ................................(Hereinafter referred to as “the Contract”) entered into by and between Mobile Interim Company No.2 SAL (Hereinafter referred to as “MIC2”) and ..................................... (Hereinafter referred to as “the Supplier”) on --------------.

We, the undersigned ............. (Hereinafter referred to as “**the Guarantor**”) irrevocably, unconditionally, jointly and severally with the **Contractor**, undertake to pay **MIC2** the total amount of maximum -------- (United States Dollars ------- only) in fresh currency immediately upon receipt of MIC2’s first written demand without stating the reasons for such demand and without having the right to object on such payment irrespective of any circumstances.

it is an obligation of the Supplier to obtain and maintain in full force and effect this Down Payment Guarantee (Hereinafter referred to as “the Guarantee”) in order to ensure the faithful performance of the Supplier’s obligations

1. **Guarantee**

The Guarantor hereby irrevocably and unconditionally ensures and guarantees the payment of any amount due by the Supplier to MIC2 up to the net amount of ----- (United States Dollars ------------- only) in fresh currency, immediately upon first written demand by MIC2 (authenticated by their bankers ) and in any case, without any notice, reference or further enquiry from the Supplier or any other party and without requiring or obtaining any evidence or proof (other than the first written demand as above) that MIC2 is entitled to any such payment of the respective Supplier’s guaranteed obligations.

1. **Supplier’s Guaranteed Obligations**

By the present Guarantee, the Guarantor hereby Guarantees the timely, faithful and satisfactory performance by the Supplier of the obligations pertaining to the execution of the contract (“the Guaranteed Obligations”).

1. **Continuity of the Guarantee**

This Guarantee shall continue to be effective if at any time, within the Validity Period of this Guarantee, any payment of all or part of the Guaranteed Obligations is rescinded, or must otherwise be returned to MIC2 for any reason, all as though such payment has never been made.

The liability of the Guarantor hereunder shall not be diminished or impaired by any illegality, invalidity, unenforceability of the Guaranteed Obligations by the Supplier; or by the extension or renewal of any amount payable in respect of the Guaranteed Obligations or by any partial payment made by the Guarantor to MIC2 outside the frame of this Guarantee; or by any other circumstance which might otherwise constitute a defense available to or a discharge to the Supplier in respect of the Guaranteed Obligations or the Guarantor in respect of this Guarantee.

Any payment effected by the Guarantor to MIC2 under this Guarantee, reduces its amount accordingly.

1. **Waiver of Defenses**

The Guarantor hereby acknowledges that it does not have any right of discussion or divisibility under Lebanese law.

The Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law: any and all notices to preserve intact any rights of MIC2 against the Contractor; promptness, diligence and any right to the enforcement, assertion or exercise by MIC2 of any right, power, privilege or remedy; and any requirement that MIC2 or any other person exhaust any right, power, privilege or remedy, or mitigate any damages resulting from default, in respect of the Guaranteed Obligations; and the litigation, administration, dissolution, lack of capacity or authority or, any change in the name or constitution of the Contractor or the Guarantor.

1. **Assignment**

It is acknowledged and agreed by the Guarantor that MIC2 may at any time transfer rights under this Guarantee to the Republic of Lebanon or any of its designees assigned to manage and/or to operate the second mobile network in Lebanon instead of MIC2. Accordingly, the Guarantor agrees that the benefit of this Guarantee may be assigned (in whole or in part) by MIC2 without the consent of the Guarantor or of the Supplier to, and may be enforced by, any such third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were MIC2 under this Guarantee. MIC2 shall then give notice of the assignment to the Guarantor.

However, the Guarantor shall not, nor shall it purport to, assign, transfer, charge or otherwise deal with all or any of its rights under this Guarantee nor grant, declare, create, or dispose of any right or interest in it, without the prior written consent of MIC2.

1. **Governing Law.**

This Guarantee is governed by, and shall be construed in accordance with the Lebanese law.

All disputes arising out, of, or in connection with the present agreement shall be submitted to the Beirut courts and settled under the Lebanese Laws.

1. **Expiration.**

This Guarantee expires on……………………, and can be renewed at the Supplier’s sole expense for a period of ……………….. at the unilateral request of MIC 2; this request will not require approval of Supplier and it will be executed unconditionally. Any claim from MIC2, if any, must be delivered to and duly received by the Bank on or before the expiry date of this Guarantee, after which date this Guarantee will automatically become null and void and no claim whatsoever shall be entertained by the Bank thereafter irrespective of the return or non-return of the original Guarantee instrument to the Bank.

IN witness of which this Guarantee has been signed on behalf of the Bank on the date which appears on the first page.

**Schedule (3)**

**Performance Bond**

**To: Mobile Interim Company No. 2 S.A.L.**

**Fouad Chehab Avenue, Touch building, (Beirut Central- Bloc B), Bashoura, Beirut, Lebanon.**

**Beirut - Lebanon**

**(Hereinafter referred to as “MIC2”)**

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

(Hereinafter referred to as “the Bank”)

**Subject: Performance Bond**

Re: MIC2 …………………………….. Contract

This Performance Bond is made on \_\_\_\_\_\_\_\_ (day) of \_\_\_\_\_\_\_\_\_\_\_ (month) 202..…. by the Bank in favor of MIC2.

Preamble

With reference to the Purchase Order no. ……………. (the “Purchase Order”) issued under the ؤontract (Hereinafter referred to as the “Contract”) entered into by and between Mobile Interim Company No.2 S.A.L. (Hereinafter referred to as “MIC2”) and ………………. (Hereinafter referred to as the “Supplier”), on ......./……/………, for a period of ................, it is an obligation of the Supplier to submit within fifteen (15) days following the issuance date of the relevant Purchase order and to maintain in full force and effect, a Performance Bond up to the amount representing five per cent (5%) of the total Purchase Order value in Fresh currency (hereinafter referred as “the Guarantee”) issued and signed by a Qualified bank in order to ensure the satisfactory, timely and faithful performance of the Supplier’s obligations under the Contract.

1. **Guarantee.**

The Bank hereby irrevocably, unconditionally, jointly and severally with the Supplier ensures and guarantees the payment of any amount due by the Supplier to MIC2 up to the aggregate net amount of Fresh USD /-----------------/ (US Dollars…………………Only), representing ten per cent (10%) of the total relevant Purchase Order value, in accordance with the provisions of the Contract, immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the Supplier or any other party and without requiring or obtaining any evidence or proof (other than the first written demand) that MIC2 is entitled to any such payment of the respective Supplier’s guaranteed obligations.

Any amount paid by the Bank under this Guarantee will automatically reduce its amount for the same.

1. **Supplier’s Guaranteed Obligations**.

By the present Guarantee, the Bank hereby irrevocably and unconditionally guarantees the timely, faithful and satisfactory performance by the Supplier of all its obligations under the Contract all in conformance with the set out timelines, Key Performance Indicators and Service Levels.

1. **The Continuity of the Guarantee.**

This Guarantee shall continue to be effective and in force, or be revived and reinstated, as the case may be, after its expiration,(i) if the Supplier’s obligations under the Contract are not satisfactorily completed and to the extent of cost of said obligations or (ii) if at any time, any payment of all or part of the Guaranteed Obligations is rescinded, or must otherwise be returned to MIC2 for any reason all as though such payment has never been made.

The liability of the Bank hereunder shall not be diminished or impaired by any illegality, invalidity, unenforceability of the guaranteed Obligations against the Supplier, or by the extension or renewal of any amount payable in respect of the Guaranteed Obligations; or by any demand made to the Bank by MIC2 and or by any payment made by the Bank to MIC2, any other circumstance which might otherwise constitute a defense available to or a discharge of the Supplier in respect of the Guaranteed Obligations or the Bank in respect of this Guarantee.

1. **Release.**

Upon the irrevocable payment in full of the Guaranteed Obligations, MIC2 shall release the Bank by a written instrument signed by the authorized signatory of MIC2. Notwithstanding the prior receipt by the Bank of a written instrument from MIC2 discharging or releasing the Bank, this Guarantee shall continue to be effective against the Bank until the last day of the purchase order period or until the termination of the agreement whichever comes first, and the right of MIC2 to make a written demand at any time during this period shall not be impaired thereby.

1. **Waiver of Defenses.**

The Bank hereby acknowledges that it does not have any right of discussion or divisibility under Lebanese law in respect of the Guaranteed Obligations.

The Bank hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law:

1. any and all notices which may be required by statute, rule of law or otherwise, to preserve intact any rights of MIC2 against the Supplier including without limitation, any demand, presentment, protest or notice of acceptance, notice of any liability to which this guarantee may apply; and
2. promptness, diligence and any right to the enforcement, assertion or exercise by MIC2 of any right, power, privilege or remedy; and
3. any requirement that MIC2 or any other person exhaust any right, power, privilege or remedy, or mitigate any damages resulting from default, in respect of the Guaranteed Obligations; and
4. the litigation, administration, dissolution, lack of capacity or authority or, any change in the name or constitution of the Supplier or the Bank.
5. **Assignment.**

It is acknowledged and agreed by the Bank that MIC2 may at any time transfer rights under this Guarantee to the Republic of Lebanon or any of its designee. Accordingly, the Bank agrees that the benefit of this Guarantee may be assigned (in whole or in part) by MIC2 without the consent of the Bank or of the Supplier to, and may be enforced by, any third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were MIC2 under this Guarantee. MIC2 shall then give notice of the assignment to the Bank.

.

1. **Notices.**

All notices, demands, or communications given or sent to MIC2 or the Bank in connection with this Guarantee shall be given in writing addressed to the recipient at the address specified at the top of this Guarantee or at such other address as may be notified by a party to the other, from time to time, for that purpose.

1. **Governing Law.**

This Guarantee is governed by, and shall be construed in accordance with the Lebanese law.

All disputes arising out, of, or in connection with the present agreement shall be submitted to the Beirut courts and settled under the Lebanese Laws.

1. **Expiration.**

This Guarantee expires on……………………, and can be renewed at the Supplier’s sole expense for a period of ……………….. at the unilateral request of MIC 2; this request will not require approval of Supplier and it will be executed unconditionally. Any claim from MIC2, if any, must be delivered to and duly received by the Bank on or before the expiry date of this Guarantee, after which date this Guarantee will automatically become null and void and no claim whatsoever shall be entertained by the Bank thereafter irrespective of the return or non-return of the original Guarantee instrument to the Bank.

IN witness of which this Guarantee has been signed on behalf of the Bank on the date which appears on the first page.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_