

ANCILLARY AGREEMENT

TO THE

IPBB AND IGW UPGRADE AND SUPPORT CONTRACT OF ADHERENCE

استوفى رسم وغarama طابع مالي
21 AUG 2024 250,000 LBP
بوجه اكتتاب على المبلغ
قيمة الرسم :
قيمة الغرامه :
للموعود
نقط
بروتوكول
21 AUG 2024
.....

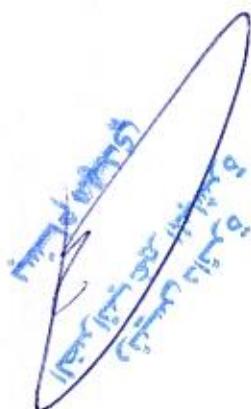
BETWEEN

MOBILE INTERIM COMPANY No.2 S.A.L.



AND

DATA CONSULT S.A.L.

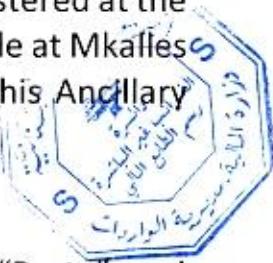


THIS ANCILLARY AGREEMENT (Hereinafter referred to as the “**Ancillary Agreement**”) to the IPBB AND IGW Upgrade and Support Contract of Adherence (Hereinafter referred to as the “**Contract of Adherence**”) entered into between Mobile Interim Company No. 2 S.A.L. and Data Consult S.A.L. on the 20th of June 2023, is made by and between:

Mobile Interim Company No. 2 S.A.L., a company registered under the laws of Lebanon, incorporated at the Trade Register of Beirut under the 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, Bachoura Region, Beirut, Lebanon.
(Hereinafter referred to as “**MIC2**”)

AND

Data Consult S.A.L., a company registered under the laws of Lebanon, incorporated at the Trade Register of Baabda under the number /2016519/, and registered at the Lebanese Ministry of Finance under the number /288/, electing domicile at Mkalles 2001 Center, 2nd Floor, Mkalles, El Metn, Lebanon, represented in this Ancillary Agreement by its Assistant General Manager Mr. Michel Fouad Wakil.
(Hereinafter referred to as “**Data Consult**”)



MIC2 and **Data Consult** are individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”.

RECITALS:

The Parties have entered into the Contract of Adherence on the 20th of June 2023, which have standardized the terms and conditions upon which Data Consult shall carry the upgrade of MIC2’s existing IPBB and IGW along with support services;

Whereas, during the implementation of the Contract of Adherence, a need has emerged to introduce an additional upgrade to MIC2’s call center and wallboard from version 12.0 to 12.6;

Whereas, the provisions of the Public Procurement Law Number 244 dated 19 July 2021 and particularly those of Article (46 - 3) enables direct contracting for such case;

NOW THEREFORE, and as of the Effective Date herein below, and in consideration of the Parties' business relationship, the Parties mutually agree as follows:

Article 1:

The Recitals hereinabove and any Attachment annexed hereto shall form an integral part of this Ancillary Agreement and of the Contract of Adherence.

Article 2:

By means of this Ancillary Agreement, and as of the Effective Date herein below, Parties agree on introducing to Phase 2 of the Contract of Adherence an additional upgrade to be executed by Data Consult to MIC2's call center and wallboard from version 12.0 to 12.6.

Such additional obligation shall be executed in return for an additional amount of USD /67,000/ (Only Sixty Seven Thousands United States Dollars) on top of the total cost defined through Article (20) of the Contract of Adherence.

The said additional amount shall be settled by MIC2 to Data Consult exclusively in Lebanese currency at Sayrafa rate or any equivalent platform rate on the date of payment being only after the full execution of Data Consult to the said upgrade and after being fully accepted by MIC2, in alignment with the payment terms stipulated under the provisions of Article (21) and Article (21.3) of the  Contract of Adherence.

Article 3:

3-1: Notwithstanding anything to the contrary, the Contract of Adherence and this Ancillary Agreement set forth the entire understanding and obligations between the Parties regarding the subject matter.

3-2: This Ancillary Agreement shall be read in conjunction with the Contract of Adherence. However, in the event of any inconsistency between the terms of the Contract of Adherence and this Ancillary Agreement, except as explicitly stipulated herein, the terms of the Contract of Adherence shall prevail.



3-3: Except as explicitly stipulated in this Ancillary Agreement, the terms of the Contract of Adherence shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Ancillary Agreement to be executed in Beirut in two (2) original copies on19.....August.....2024 ("Effective Date") by their respective authorized representatives, each party keeping one original copy.

For and on behalf of
Mobile Interim Company No. 2 S.A.L.

Salem Itani
Chairman General Manager

Salem Itani

Nibal Matta Salameh
Chief Financial Officer

AS

For and on behalf of
Data Consult S.A.L.

Michel Fouad Wakil
Assistant General Manager

M. F. Wakil



الجمهورية اللبنانية

وزارة المالية

مديرية المالية العامة

مديرية الواردات

24-84-11126597

ايصال تحصيل

رقم المعاملة 25004

2024	سنة التكاليف
تحصيل / ضرائب غير مباشرة	نوع الضريبة
رسم طابع مالي	الباب
امر قبض	نوع الجدول
1823005	رقم الجدول
20/08/2024	تاريخ الجدول

	بيروت الموحدة	منطقة التحصيل
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	البلدة	رقم المكلف
	رقم المراقب	291711
2024	سنة الإيرادات	

	رقم العقار	القسم

يرجى أن تبضوا من موبايل انترنوم كومباني رقم ٢ ش.م.ل

القيمة	تحصيل المبلغ
23,990,000	خزينة
0	غرامة تحقق
0	خصفت غرامة التحقق بقيمة
23,990,000	مجموع الضريبة
0	غرامة تحصيل
0	فائدة التحصيل
100000	طابع
24,090,000	المجموع النهائي

مبلغ وقدره

أربعة وعشرون مليون و تسعون ألف ليرة لبنانية فقط لا غير

20/08/2024 تاريخ

بموجب امانة او عملية رقم ٦٧,٠٠٠ دا عن عقد اتفاق بقيمة ٣٠٠/٦٧,٠٠٠ دا

اعدا في
عايدة اسماعيل
الاسم
التوقيع
التاريخ
.....

صالح للدفع لغاية 26/08/2024
بيروت

24-84-00026897

X

ايصال تحصيل

(2) رقم عملية التقبض

موبايل انترنوم كومباني رقم ٢ ش.م.ل

وصليني

وفى التفصيل أدناه فقط

أربعة وعشرون مليون و تسعون ألف ليرة لبنانية فقط لا غير

(3) نقدا

24,090,000

2024/08/21 تاريخ

27315 رقم

(4) شيك

2024/08/14

في

253321

امين الصندوق: جلزيفنلاطسحورب عليه

المجموع

التوقيع

بنك البحرين المترقب طابع