

Core Sites Infrastructure Enhancement Works

Contract of Adherence

This Contract of adherence (Hereinafter referred to as the "Contract") is made and 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, (Beirut Central-bloc B), Fouad Chehab Avenue, Beirut, Lebanon.

(Hereinafter referred to as "**MIC2**").

And

Engineering Solutions and Services (ESS) S.A.L., a company registered at the Trade Register of Baabda under the number /2040727/, and registered at the Lebanese Ministry of Finance under the number /3061680/, having its principal place of business at Gardenia 3 Bldg, Said Freiha Street, Hazmieh, Baabda Lebanon, represented in this Contract by its Chairman – General Manager Mr. Ali Hussein Abou Hamad.

(Hereinafter referred to as "**Contractor**").

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

1. MIC2 is operating the second mobile network for the account and for the benefit of the Republic of Lebanon (hereinafter referred to as "ROL"); and,
2. MIC2 has plans to execute rehabilitation and infrastructure works (including but not limited to: generators, ATS, MDB, UPS, Cooling, Firefighting system, civil works, Electrical, renovation, repair, civil works, , fire system, , paint) for the rehabilitation of its five core sites (**Tripoli, Jdeideh, Adlieh, Bir Hassan and Saida**), and, therefore, needs to procure the services of specialized contractors in sites rehabilitation and provisioning of rehabilitation and infrastructure works at the said sites and desires to assign such works to qualified contractors; and to this effect it has launched a tender on 7 July 2023, for the rehabilitation of its five core sites (hereinafter "the Project") by one bidder having a proven experience in that field;
3. At the outcome of the abovementioned tender, Contractor was selected for the execution of the Project;
4. Contractor has declared its commitment to the execution of the Project as described in above paragraph (2) and has stated its commitment to the provisions of the Contract and

has acknowledged that the Contract constitutes the basis of the final contractual relationship that shall be established with MIC2; and,

Whereas, MIC2 and Contractor wish by the present Contract to set out the terms and conditions upon which Contractor shall carry out all kind of rehabilitation and infrastructure works at MIC2 core sites mentioned in above paragraph 2.

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

1. The Entire Contract

The Preamble above, the Annex (es) and the Appendix (es) attached hereto and any purchase order issued under this Contract form an integral part of this Contract.

2. Scope of Work and Specifications

2.1. The scope of work shall consist of providing scheduled provisioning of rehabilitation and infrastructure works for MIC2 as detailed in the attached Offer Annex (1).

2.2. Contractor undertakes to perform its obligations in the in the provisioning of rehabilitation and infrastructure works in line with the specifications set out in Technical specifications (Annex 2), under the monitoring of MIC2 and as per MIC2's directives where necessary.

2.3. Key personnel deployed by Contractor for the performance of works under this Contract must be pre-approved by MIC2. Contractor shall ensure that all their teams are equipped with safety gears (Helmets, full body harness, safety boots, eyes protection, first aid medical kits, etc..). Moreover rigging teams (if needed) who will work on heights or shafts need to be properly trained and have official climbing certificates.

2.4. For the purposes of the performance of this Contract, Contractor undertakes to have one authorized and qualified representative (must be either an Engineer or a Team Leader) on behalf of Contractor present at all times on each site the provisioning of infrastructure works.

2.5. Contractor undertakes to comply with the conditions and technical specifications as presented by MIC2 in Annex (2).

2.6. Contractor may not use any equivalent products/materials unless that has been pre-approved by MIC2 in writing, and as per the specifications set out by MIC2 in Annex (2) particularly in respect to the specifications of the products/materials in terms of kind and manufacturers, provided that the use of such equivalent material does not lay any financial burdens upon MIC2, and provided that MIC2 has the right to a reduction of the prices if the equivalent products/materials in question are less costly.

2.7. MIC2 may change or improve the technical specifications of infrastructure works products/materials during the term of Contract and undertakes to notify the Contractor accordingly. Contractor undertakes to accept such changes or improvements without any objection or reservation.

2.8. Contractor is responsible for the warehousing of the supplied materials till the installation in site.

2.9. Contractor is responsible to provide or arrange any machinery or tools needed to complete the scope (for example pickups, cranes, execution machinery, cement mixer, magnetic thickness gauge for Galvanization coating thickness, professional pulley theodolite, torque spanner, earth-resistance meter, electric welding machine, gradienter, etc...)

3. Order of products and Delivery Period

3.1. MIC2 shall issue one or several written purchase order(s) of the quantities of products/materials required from the Contractor (Hereinafter referred to as the "Purchase Order" or "PO").

3.2. The PO shall be forwarded to Contractor by any means at MIC2's sole discretion.

3.3. The PO issued by MIC2 shall only be legally or financially effective in favor of Contractor in light of Contractor's good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.

3.4. The delivery period of each type of the completed and accepted sites must be in line with the submitted PIP along with the RFP documents

3.5. The delivery period of each type of the completed and accepted rehabilitation and infrastructure works must be clearly indicated on the Implementation/construction plan mentioned in the relevant purchase order.

3.6. A penalty of one percent (1%) of the total amount of the relevant purchase order will be applied to the benefit of MIC2 for each five (5) working days of delay in finalizing the subject works. This penalty shall be lawfully and automatically applied by MIC2 in the event of delay, and shall be up to a maximum of 10% of such PO value and shall be deducted by MIC2 from the amount due to the Contractor.

3.7. The Title and risk of loss and or of damage to products or materials transfers to MIC2 upon Provisional Acceptance.

3.9. Purchase Order Changes

3.9.1. MIC2 may at any time by written notice to the contractor require a variation ("Change") to a Purchase Order, provided written notice of the Change is delivered to Contractor within two (2) weeks prior to shipment of the products that will be subject to the Change or services that are to be provided.

3.9.2. Within five (5) days after receiving such written notice from MIC2, the contractor shall advise MIC2 of its effect on the System and send a written notice ("Response to Change") to MIC2 specifying the effect that such a change may have upon the Purchase Order including price, delivery of products and Services, impact (if any) on the Delivery Plan and/or Implementation Plan.

3.9.3. Within three (3) days of receipt of the Response to Change, MIC2 shall by written notice to the contractor inform the contractor as to whether MIC2 wishes the Change and Response to Change to be incorporated in the Purchase Order and if MIC2 so advises, then a formal Change Order setting out in detail the nature of the change shall be given to the contractor.

3.9.4. The Contractor agree:

- that any change in the Purchase Order Price or change of the Delivery Plan and/or Implementation Plan based on contractor's advice must be reasonable and shall be justified by the Contractor to the satisfaction of MIC2; and
- not to cause a delay in Delivery or Implementation longer than the maximum number of Working Days needed to implement the Change

4. Rehabilitation and Infrastructure works Acceptance

4.1. MIC2 shall not grant its acceptance for the rehabilitation and infrastructure works unless the rehabilitation and infrastructure works are totally completed without any minor or major reserve and in conformity with the defined implementation timeframe as detailed in the Contractor's Offer (Annex 1) and Technical specifications (Annex 2).

4.2. Contractor must be present on site with MIC2 for the commissioning of the products/materials and installations.

(i) Commissioning forms must be completed by all Parties as presented by MIC2.

(ii) Complete set of site documentation must be prepared and submitted prior to the site acceptance.

(iii) Documents must include the site drawings and specifications, the installed system drawings and layouts.

(iv) Contractor shall provide all needed tests for acceptance, for example Integrity tests, functionality tests, Compressive strength test for concrete, , grounding system resistivity test, etc...

4.3. Any acceptance of implementation/construction and/or provisioning shall not be effective unless issued by MIC2 in writing.

4.4. All products/materials and installations must include the Contractor's warranty and the free after-sales services, for the periods defined in Contractor's Offer Annex (1).

4.5. Defective products/materials shall be replaced within the time limit set in Annex (1) and/or the relevant purchase order.

4.6. A product/material shall be deemed to be defective or non-conforming if it is not in conformance with the specifications as detailed in the attached Annex (1).

5. Liability and Indemnities

5.1. Contractor shall fully indemnify MIC2, together with its officers, agents and employees, against any claims 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 Contractor, its agents, subcontractors, or employees during the performance of any work hereunder or arising out of the products/materials malfunctioning/hidden defects save to the extent caused by the direct negligence of MIC2 or its employees or agents.

5.2. Contractor, its assigned personnel, and any of its employees involved directly or indirectly in the construction of sites and/or the provisioning of rehabilitation and infrastructure works shall be individually and jointly responsible for the terms and conditions of this Contract.

5.3. Contractor 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 MIC2. Contractor must carry an insurance policy covering all his staff working on site during and in the occasion of rehabilitation and infrastructure work process as well as damages caused by Contractor' representative work on site.

5.4. Contractor 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.

5.5. Contractor will be still liable for any damages that happens on MIC2' site and/or premises even related to the quality of the work or materials even after this Contract is terminated for any reason.

6. Cost, Prices

The cost of the Project has been set out to USD 1,770,000/ (One million Seven hundred Seventy Thousand US Dollars), VAT exclusive as detailed in the attached Offer (Annex (1))
The cost of the Project shall not be subject to any modification whatsoever unless by reduction where possible.

7. Invoicing and Payments

7.1. Invoicing

7.1.1. Invoicing for provisioning of rehabilitation and infrastructure works shall be made for each quantity of accomplished rehabilitation and infrastructure works as follows:

- **Seventy percent (70%) of the part of the purchase order value shall be invoiced by Contractor after delivery and/or implementation/construction of the relevant quantity.**
- **Thirty percent (30%) of the part of the purchase order value shall be invoiced by Contractor at the date MIC2 has issued the Final Acceptance Certificate.**

7.1.2. The final invoices must be based on the exact measured work quantities implemented and or carried out on sites/premises and approved by both MIC2 and Contractor.

7.2. Payments

- 7.2.1. MIC2 shall pay Contractor the cost of sites rehabilitation and infrastructure works and/or the price of the materials within sixty days (60) days after technical acceptance and signature of related invoice by MIC2.
- 7.2.2. The above costs and/or prices constitutes all the financial entitlements of Contractor from MIC2 under this Contract, and it includes all expenses that may be incurred by Contractor in relation to this Contract.

7.3. Performance Bond.

Within Fifteen (15) days of signing each Purchase Order, the Contractor shall provide MIC2 with a Performance Bond in an amount equal to **ten percent (10%) in Fresh USD** including VAT (if applicable) of the value of the relevant Purchase Order issued by an accredited Lebanese qualified 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 the Contractor of its obligations under this Contract, particularly the implementation of the Contract and/or 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 Contractor shall bear all costs in relation to the provision of the performance bond. The performance bond shall remain valid and effective from the date of issuance up to the date MIC2 has issued the respective Final Acceptance Certificate (FAC). The text of the said Performance Bond is attached to this Contract as Appendix (1).

8. Tax

Each Party shall bear taxes and other fiscal charges resulting from this Contract as prescribed by the Law in Lebanon.

9. Term and Termination

9.1. This Contract will be effective as of the date of the first relevant purchase order (the "Effective Date") and shall remain valid for one year thereafter.

9.2. If at the time of expiry a certain amount of work is not completed by Contractor, then this Contract shall be deemed extended until the completion of all the said amount of work.

9.3. Termination for Convenience

MIC2 may terminate this Contract and/or any relevant Purchase Order by providing the contractor with a written notice period of thirty (30) days. In such case, MIC2 shall pay to Contractor the part

of all terminated Purchase Orders which have been implemented and accepted and/or have been delivered to MIC2 and not implemented and/or under customized manufacturing, provided Contractor can prove such customized manufacturing.

9.4. This Contract 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.

10. Confidentiality

10.1. Contractor 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 received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract and shall not in any time disclose such information to any third party or make use of any such information for any purpose other than as required to execute the object of this Contract.

10.2. Contractor is aware that MIC2 is entitled to disclose any information and/or document relating to this Contract to the Republic of Lebanon represented by the Ministry of telecommunications, without obtaining Contractor's prior approval.

10.3. The confidentiality provisions contained in this Article shall survive the termination or expiration of the Contract.

11. Relationship of the Parties

11.1. The relationship of the Parties established by this Contract shall be solely that of independent contractors. Nothing contained in this Contract 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 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.

11.2. The Contract shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Contractor. Any party who has not signed this Contract is not a party thereto.

12. Non-exclusivity

12.1. This Contract is not exclusive to Contractor. MIC2 retains the right to contract other parties for part of the work covered by this Contract.

12.2. In the event where MIC2 does not assign any works to Contractor under this Contract, MIC2 shall not be deemed in a position of failure to perform any of its contractual obligations.

13. Force Majeure

13.1. Neither Party is liable for delay or failure to perform any of its obligations under this Contract 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 endeavours to continue to perform its obligations hereunder for the duration of

such force majeure event. In case force majeure event exceeded three (3) months period, whether continuously or intermittently, either Party has the right to immediately terminate the Contract by means of written notice without bearing any liability whatsoever.

13.2. For the purposes of this Contract, 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, and shall include but not be limited to riots, acts of war, acts of terrorism, epidemics, major fire, or natural disasters. For the avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractor's personnel.

14. Assignment

Contractor shall not assign this Contract, totally or partially, or any right or obligation hereunder. However MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Contract to the Republic of Lebanon or any of its designee, without having to refer to Contractor or to obtain its consent prior to such assignment. The assignee of the present Contract shall also have the right of assignment provided for under this Article.

15. Applicable Law and Dispute Resolution

15.1. Both Parties agree that the Lebanese Laws shall apply to any litigation arising out of the application or interpretation of this Contract.

15.2. Disputes arising in connection with this Contract shall be finally settled by the competent Courts of Law in Beirut.

16. 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 be construed as a continuing waiver of other breaches of the same or other provisions of this Contract.

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Engineering Solutions And Services

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17. Notices

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any 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 to be executed in Beirut with effect as of (the day) 20 of (the month) March 2024 by their respective authorized representatives, on two (2) originals, one to be kept by each Party.

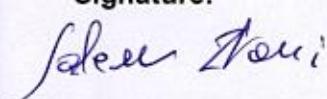
For and on behalf of

Mobile Interim Company No. 2 S.A.L.

Salem Itani

Chairman General Manager

Signature:



Nibal Matta Salameh

Chief Financial Officer

For and on behalf of

Engineering Solutions and Services (ESS) S.A.L.,

Ali Hussein Abou Hamad

Chairman General Manager

Signature:



E.S.S.s.a.l

Engineering Solutions And Services

Signature:

