**Contract of Adherence**

**For the Purchase of Roaming eSIMs**

This Contract of Adherence (Hereinafter referred to asthe **“Contract of Adherence”**)is made and entered into 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, Bashoura Region, Beirut, Lebanon.

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

**AND**

**.........................** Company incorporated under the laws of …………... under the registration number /.........................../, electing domicile at ., hereby represented by its ......................

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

**MIC2** and **Supplier** are individually referred to herein as “**Party**” and collectively referred to herein as “**Parties**”.

**Preamble:**

Whereas, MIC2 is operating the second mobile network for the account and benefit of the Republic of Lebanon, MIC2 is planning to offer an eSIM solution to outbound roaming customers (MIC2 and non MIC2 customers) to offer outbound data-only eSIM services for outbound roamers and to this effect has announced for a Request for Proposal on....................................to select the best supplier to provide MIC2 with outbound roaming data only eSIMs services (Roaming eSIM) (Hereinafter referred to as the **“Roaming eSIMs”**) as per the technical specifications defined in Schedule (1) in order to sell them to the customers.

At the outcome of the abovementioned Request for Proposal, Supplier has submitted the best offer and was selected by MIC2 to provide it by the Roaming eSIMs as detailed in specifications and prices within the annexed hereto Schedule (1) and schedule (2);

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide and supply MIC2 by the roaming eSIMs;

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 attached hereto shall form an integral part of this Contract of Adherence.

**2. The Attachments**

**Schedule (1):** Technical requirements

**Schedule (2):** Supplier Proposal and prices

**3. Scope of the Contract of Adherence**

Supplier undertakes to provide and supply MIC2 with the Roaming eSIMs according to the terms and conditions of this Contract of Adherence, as per the specifications and prices/fees detailed in Schedules (1) and (2).

**4. Roaming eSIMs**

**4.1** Supplier shall provide MIC2 with Roaming eSIMs upon request each time MIC2 customer purchases one.

**4.2** There is no minimum purchase commitment and no maximum limit on purchase volumes under this Contract of Adherence, hence MIC2 shall not be obliged to order any of the eSIMs and/or Services throughout the term of this Contract of Adherence and accordingly MIC2 shall not be considered liable in any way whatsoever for not purchasing such from the Supplier throughout the term of this Contract of Adherence.

**5. Supply of the Roaming eSIMs**

**5.1** Supplier undertakes to deliver and provide the eSIMs ordered by MIC2 under this Contract of Adherence.

* 1. Supplier undertakes and warrants that the eSIMs supplied under this Contract of Adherence are conforming to all MIC2’s required specifications as defined in Schedule (1) hereto, and under the prices, and conditions of the Contract of Adherence and its Schedule (2) “Supplier Proposal and Prices”.
  2. In case of any delay in delivery of the Roaming eSIMs to MIC2 customers, not attributed to a case of force majeure as defined in Article (14) herein under, MIC2 shall remedy such delay in delivery by executing 100 % of the amount of the Performance Bond subject of Article (7.3) here under.

**6. Warranty and Indemnity**

**6.****1** Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the delivery and supply of the Roaming eSIMs shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

**6.2** 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 any fraud and/or neglect and/or faulty work caused by the Supplier under this Contract of Adherence.

**7. Revenue Share scheme, Invoicing, Payments and** **Performance Bond**

**7.1 Revenue Share scheme**

**7.1** **Revenue Share scheme** is determined in Schedule (2) attached hereto and shall not be amended by the Supplier for any reason whatsoever for the whole duration of this Contract of Adherence.

**7.2 Invoicing, Payments Terms**

Invoicing and Payment terms for the ordered Roaming eSIMs under this Contract of Adherence shall be as following:

MIC2 shall send Supplier at the end of each month a report including the ordered/sold Roaming eSIMs, in return Supplier shall send an invoice to MIC2 as per the submitted report after deducting MIC2 revenue share as defined in Schedule (2).

MIC2 shall pay Supplier the amount of the invoice within sixty (60) days from invoice acceptance date.

**7.3 eSIM Data bundles Prices**

* The end-user price of eSIM Data bundles offered by the Supplier should be same or very close to the market prices as per the periodic average benchmark adopted by MIC2.
* Supplier should continuously update MIC2 with any price changes, add/remove eSIM data plans.
* If deemed necessary, MIC2 can add an additional markup on Supplier eSIM Data bundles prices (in this case, revenue share does not apply on the additional markup) without having to obtain Supplier consent and without any liability towards Supplier.
  1. **Performance Bond**

Supplier must submit within 15 Days as of the date of this Contract of Adherence an “on first demand” international irrevocable Bank guarantee for the amount of 10% of the estimated collected amount for the transactions of year 1 defined in submitted BoQ attached to the Offer (Schedule 2), in a form and content to be pre-approved by MIC2 that must be valid to cover the full term of the Contract of Adherence.

The issuing bank must be a local or an international recognized bank who has received an international long term credit rating of at least a “prime” investment grade (BBB or above).

The said Performance Bond shall provide that the issuing bank guarantees (jointly and severally with the Supplier) the payment of the amount of the guarantee to MIC2 upon MIC2’s first request, without any objection or reservation or delay.

The Guarantor shall guarantee the timely, faithful and satisfactory supply and performance of the Supplier to all of its obligations under this Contract of Adherence.

**8. 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.

Supplier shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence.

Supplier shall be liable as well 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 will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

**9. Term and termination**

**9.1** This Contract of Adherence is effective as of the date of its signature herein below **(the “Effective Date”)** and shall remain valid for **Four (4) years** thereafter.

**9.2** This Contract of Adherence shall be terminated without any liability whatsoever on MIC2 under the provisions of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021, having Article (40) of the said Law to apply herein as well.

The damages in such case and for any case of termination shall be determined to the favor of MIC2 under the terms of the last section of Article (33) of the said Public Procurement Law.

Supplier hereby announces and declares its total awareness of the terms and conditions of the said Articles

**9.3** If at the time of early termination or expiry of this Contract of Adherence, any ordered Roaming eSIMs by MIC2 have not been delivered and/or supplied, then this Contract of Adherence shall be deemed extended until the delivery of the ordered Roaming eSIMs and the payment of the related dues to Supplier, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for delayed delivery and/or supply if the delay is due to Supplier’s fault, in alignment with the terms of Article (5.3) herein above.

**10. Relationship of the Parties**

**10.1** 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.

**10.2** This Contract of Adherence shall not produce any legal or material obligations upon any of the Parties towards third parties beyond the scope of relationship hereto. Any Party who has not signed this Contract of Adherence is not a party thereto.

**11. Confidentiality**

**11.1** For the purpose of this Contract of Adherence confidential information means any information of a Party (including, without limitation, third party information that a Party is required to keep confidential) disclosed to the other Party orally or in any medium, which is identified as, or should be reasonably understood to be, confidential to the disclosing Party including, but not limited to, know-how, trade secrets, technical processes and formulas, software, customer lists, any and all customer information, pricing, unpublished financial information, business plans, projections, and marketing data.

**11.2** Each Party undertakes to the other that it will treat as confidential any information received by the other party and that is considered to be confidential by the latter, and will use its reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Contract of Adherence as well as all data, summaries, rates, reports or information of all kinds and all other confidential information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other Party which it may receive in connection with this Contract of Adherence, and will not (and will use its reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use such information other than strictly for the purposes of this Contract of Adherence except with the written permission of the other Party.

**11.3** The provisions of this Article shall not apply to information held by a Party which:

* Is in or comes into the public domain other than by breach of this Article.
* Is obtained by that Party from a third party who has the right to disclose it.
* Is in the possession of or is known to that Party prior to the date of this Contract of Adherence, to the extent that Party is not bound by any confidentiality obligation in respect of such information to the other Party.

**11.4** Upon termination of this Contract of Adherence for whatever reason, the non-disclosing Party shall return to the disclosing Party or at the discretion of the disclosing Party, destroy all copies of confidential information of the disclosing Party which it has in its possession.

**11.5** Supplier is totally aware that the Lebanese Ministry of Telecommunications is totally exempted from the confidentiality obligation of this Article (11), whereas MIC2 is entitled to disclose any information and/or document etc …. relating to this Contract of Adherence to the said Ministry without obtaining Supplier’s prior approval.

**11.6** The confidentiality provisions contained in this Article (11) shall survive the early termination or expiration of this Contract of Adherence.

**12. 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, without having to refer to Supplier or to obtain its consent prior to such assignment. The Assignee of this Contract of Adherence shall also have the right of assignment provided for under this Article (12).

**13. Applicable Law and Dispute Resolution**

**13.1** Parties agree to seek to resolve any dispute arising out of this Contract of Adherence in accordance with the following escalation procedures before referring to legal resolutions as described below:

• Contact Person(s) (mediator, etc…) of both Parties shall work in good faith to try to resolve the dispute within fourteen (14) days from the date that a Party first gives notice that a dispute has occurred.

• If the said Contact Person(s) fails to reach a Contract of Adherence on the dispute within fourteen (14) days, then Clause (13.2) herein below shall apply**.**

**13.2** This Contract of Adherence and/or any dispute and/or claim arising out of or in connection with, shall be governed by and construed under the rules of mediation or conciliation and arbitration of Beirut Lebanon mediation and arbitration center at (ICC) chamber of commerce (LAMC):

* By one or more arbitrators appointed to the accordance of the said rules.
* Arbitration is to be conducted in English.
* The seat of Arbitration shall be Beirut, Lebanon.
* Each party will bear its own expenses and costs of Arbitration.
* The Arbitrators will apply the substantive Lebanese Laws and regulations.
* The Arbitration award will be binding and final.

**14. Force Majeure**

**14.1** Neither Party is liable for delay or failure to perform any of its obligations under this Contract of Adherence in so far 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 through a written notice without bearing any liability whatsoever.

**14.2** 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.

**15. 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.

**16. Notices**

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble.

Any changes to the said addresses shall be notified in writing to the other Party.

**17. Intellectual Property Rights**

**17.1** Ownership of all Intellectual Property Rights of one Party (Hereinafter referred to as "Proprietor Party") shall vest in and remain with that Party. Proprietor Party does not by this Contract of Adherence grant to the other Party (Hereinafter referred to as "Non-Proprietor Party") any right, title, license or interest in or to any Intellectual Property Right of Proprietor Party, including but not limited to, any software or documentation, device, or in any related patents, copyrights, trade secrets or other proprietary intellectual property. Non-Proprietor Party shall acquire no rights of any kind in or to any trademark, service mark, trade name, logo or product or service designation of Proprietor Party under which products or services of Proprietor Party were or are marketed (whether or not registered) and shall not use same for any reason except as expressly authorized in writing by Proprietor Party prior to such use, but in no event for a period longer than the duration of this Contract of Adherence.

**17.2** Neither Party shall reverse, engineer, decompile or disassemble any software comprised in the other Party's Intellectual Property Rights.

**18. Amendment**

This Contract of Adherence may be amended, supplemented, or modified only by a prior written instrument duly executed by and on behalf of each party .

**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.

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| --- | --- |
| **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)**

**Technical Requirements**

**eSIM Roaming**

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**Solution:**

Touch is planning to offer an eSIM solution to outbound travelers. The purpose of this RFP is to offer outbound data-only eSIM services for travelers (touch and non-touch customers). The supplier should be able to meet the below requirements and related features in order to provide those customers with a seamless and customer-focused enterprise-grade outbound data-only eSIM service, enhancing their connectivity experience while traveling abroad.

**Requirements:**

1. White-Labeled Solution:

The solution should be white-labeled. This solution will be integrated within touch mobile app and website, whereby customers can purchase, activate, and manage their eSIM profiles.

1. International Coverage:

* Offer eSIM profiles that provide reliable data connectivity in multiple countries and regions.
* Wide Coverage: the supplier data eSIMs should cover 90% of the following top 30 destinations: United Arab Emirates, Saudi Arabia, Turkey, Qatar, Jordan, Iraq, France, Egypt, USA, Cyprus, Italy, Switzerland, Germany, Canada, United Kingdom, Norway, Ethiopia, Kuwait, Iran, Nigeria, Ivory Coast, Monaco, Greece, Spain, Angola, Oman, China, Ghana, Democratic Republic of Congo.

1. Choice of Data Plans:

* Provide a range of data plans with different data allowances, validity periods, and price points to accommodate various user preferences and travel durations.
* Offer flexibility for top-up for customers to purchase additional data if needed during their trip.

1. Customer Alerts:

* Supplier to send SMS notifications to customers once reaching 50%, 80% & 100% data consumptions.

1. Customer Support:

Provide dedicated 24/7 customer support via e-chat for eSIM customers to assist with activation, troubleshooting, plan inquiries and possible refund cases.

1. Reporting:

Supplier should have real-time monitoring tools (for real-time reporting, real-time CDRs, real-time support etc…)

1. Management portal:

* Touch should have a dedicated portal. The portal will allow us to enable the sales of eSIM for certain countries and restrict it for others.
* Also using the portal, we can set different commissions for different countries/zones.
* Touch should be able to define and/or eliminate a specified cap on ESIM sales / customer and for both prepaid and postpaid customers
* User privilege Access
* Audit logs

1. Technical Requirement:

**Catalog API**

* We need to be able to get the list of available countries as well as the list of corresponding packages (package name, description and prices) under each country.
* Each package should have a “package id” that uniquely identifies the package across the system.
* Ability to get the number of ESims in stock per package.
* Ability to get all top up denominations per package, as well as the top up details: top up name, top up price etc.. Each top up has a top up id.
* In order to avoid running out of stock after purchase, we need to be able to “reserve” an esim from a certain package, then to be able to either “release” it or “commit” it.
* For example assume there are only 2 E-Sims left from a certain package, just when a user is about to pay for the e-sim, we request to “reserve” the esim, in that case only up to 2 users will be able to pay for that particular package, when a 3rd user tries to pay for it he will get an out of stock error message. If the payment has failed the esim will be “released” (and the esim can be purchased again) otherwise it will be “committed” and the esim will be associated with a particular user id.

**ESIM API**

* Each esim will have an “Esim ID” that will  uniquely identify the ESim across the system.
* Once “committed” we need to be able to get all ESIm related info like: Activation code, puk 1, puk 2, pin 1, pin 2 status, associated package etc..
* We also need to have access to the initial data balance amount and to the consumed amount (or remaining amount) as well as the expiry date
* Once committed, the Esim shall be associated with a user Id provided by touch.
* We will need a function to get a list of all Esim associated with a specific user ID along with their status and expiry date. Besides the user ID, we need to also specify the start date (or number of days) for the expired ESim. For example. Assume that a user has 1 active esim, one esim that has expired 2 weeks ago, and 1 esim that has expired 3 months ago. Assuming that from business perspective you want to show the user his ESims purchased for the last 2 months, then through API, we should be able to get the active esim and the esim that has expired 2 weeks ago.
* We will need a function to top-up the E-Sim using a top-up id.
* We will need a function to get all the top-ups done the E-Sim

We also need a web portal that have the following functionalities:

**User management:**

Touch admin should be able to create / manage users with various roles and access rights.

**Catalog Management:**

Portal shall allow touch users to manage the packages and the countries:

Enable / Disable packages

Enable / Disable countries

Customize package display names and description.

Set package prices (or commissions) that will be displayed for end users.

**ESIM Info**

All the info available through API shall also be available through the web portal for touch agents to see.

**Reporting:**

Get reports per period of time and per country of:

Packages sold

Packages expired before consuming all their data

Packages that have consumed all its data before expiration.

Etc …

**SCHEDULE (2)**

**Supplier Offer**

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