**SUPPLY OF ENERGY - LUBRICANTS - CLEANING VEHICLE SERVICES**

**CONTRACT OF ADHERENCE**

This SUPPLY OF ENERGY - LUBRICANTS - CLEANING VEHICLE SERVICES 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 and Bloc C, Fouad Chehab Avenue, Bachoura 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 procure 95 and/or 98 Octane Gasoline, Red and/or Green Diesel, Motor Oil and/or Lubricants, car washing and/or cleaning services, in addition to any other related car/motor services (Hereinafter altogether referred to as the **“Services”**) for its vehicles listed in the attached Schedule (1) hereto, through Supplier’s network of gas stations distributed all over the Lebanese Territories;

To this effect MIC2 has announced for a Request for Quotation to select the best supplier to provide the Services, whereas at the outcome of the abovementioned Request for Quotation, Supplier (……………………….)was selected to provide MIC2 by the Services through its network of gas stations distributed all over the Lebanese Territories, as detailed in specifications and prices within the submitted Quotation annexed hereto as Schedule (2), and under 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 Services to MIC2;

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

**ARTICLE 1:**

The Preamble above and any attachment annexed hereto shall form an integral part of this Contract of Adherence.

The attachments referred to consist of the following:

* Schedule (1): The list of MIC2 vehicles covered by this Contract of Adherence.
* Schedule (2): Submitted Quotation by the Supplier under the Request of Quotation.

**ARTICLE 2: Scope of this Contract of Adherence**

Supplier undertakes to provide MIC2 vehicles listed in the attached Schedule (1) hereto, with the Services through its network of gas stations distributed all over the Lebanese Territories, as detailed in specifications and prices within the submitted Quotation annexed hereto as Schedule (2), and under the terms and conditions of this Contract of Adherence.

**ARTICLE 3: Assurance of Services Continuity and Availability**

Supplier hereby insures and guarantees the availability and continuity of its Services at all times.

During periods of shortage on the local market, Supplier shall indicate to MIC2 the gas stations at which MIC2 shall be able to procure its needs of Services.

**ARTICLE 4: The Prepaid Smart Card(s)**

**4.1** For the purpose of accuracy and efficiency in the provision of the Services under this Contract of Adherence, Supplier shall issue a Prepaid Smart Card (Hereinafter referred to as the “Card(s)”) for each of MIC2’s vehicles listed in Schedule (1) attached hereto, based on the prices set out in Schedule (2) attached hereto.

The Card(s) shall allow the identification of the make and registration number of the vehicle, and the amount and size of its consumption of the Services covered by this Contract of Adherence.

**4.2** The Card(s) shall be issued upon the Effective Date herein below, free of any charge to MIC2. Their delivery to MIC2 shall be evidenced in remittal and receipt documents signed by the Parties.

**4.3** The Card(s) shall be valid for one year from the date of their issuance.

**4.4** In the event of loss or destruction of any Card, MIC2 shall duly inform Supplier accordingly, and Supplier undertakes to deactivate the lost or destroyed card immediately and provide MIC2 with a duplicate for free.

**4.5** MIC2 retains the full right to add and/or withdraw any vehicle to/from the list of Schedule (1) annexed hereto to make benefit/exclude from the Card(s) only by notifying the Supplier through an email to be sent on his following email address …………………….

In such case, all the details of the added/withdrawn vehicle shall be communicated to Supplier in order to make benefit/exclude from the Card(s), whereas each added vehicle shall be provided with a new Card that will be valid for the remaining term of this Contract of Adherence, and the Card related to the excluded vehicle must be immediately deactivated by the Supplier.

**4.6** All cards provided to MIC2 under this Contract of Adherence shall be deactivated upon the termination of this Contract of Adherence or upon its expiration, and thus Supplier must immediately refund in Fresh funds to MIC2 the remaining unused balances through the Card(s).

**ARTILCE 5: Prices and Payment Terms**

**5.1** The prices for each of the Services must be as set out within the submitted Quotation annexed hereto as Schedule (1).

**5.2** At the beginning of each month all through the duration of this Contract of Adherence, Supplier shall recharge the Card(s) by the related balance in Fresh LBP funds upon his discretion for each vehicle covered herein. Such recharge in funds shall be covered in LBP funds by wire transfer to the Supplier’s bank account appointed by the later to MIC2 upon the Effective Date herein below. Any unused balance through any Card shall accumulate successively on monthly basis all through the duration of this Contract of Adherence.

**5.3** Supplier must issue a monthly report that must be notified to MIC2 at the end of each month reflecting the records of MIC2’s account in respect to the Services consumed during the corresponding month through the use of the Cards.

MIC2 shall compare the said account records against the receipts in its possession, and shall grant its approval/objection through an email to the Supplier’s email address ……………………. on each of the said account records.

In case of any objection to any of the said account records, both Parties shall immediately settle any mismatch and thus reconcile the records accordingly and carry out any refund whenever necessary.

**ARTICLE 6: Term and Termination**

**6.1** This Contract of Adherence shall commence as of its Effective Date herein belowand shall remain valid for three (3) years thereafter.

Upon the expiration of the abovementioned term, this Contract of Adherence may be renewed for an additional term(s) only upon the prior written consent of the Parties.

**6.2** MIC2 shall have the right to terminate this Contract of Adherence at any time and without having to state the reason(s) for such early termination, and without any liability on MIC2, provided that the decision to terminate this Contract of Adherence is notified to Supplier thirty (30) calendar days prior to the effective date of such termination.

**6.3** In cases of early termination or expiration of this Contract off Adherence, the Cards shall be automatically deactivated by the Supplier on the date of the said early termination or expiration on Supplier’s full responsibility, and Supplier must immediately refund in Fresh funds to MIC2 the remaining unused balances through the Card(s).

**ARTICLE 7: Non-exclusivity**

This Contract of Adherence is not exclusive towards any of its Parties, therefore either Party shall have the right to contract other third parties for same or similar services covered by this Contract of Adherence.

**ARTICLE 8: Confidentiality**

**8.1** 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.

**8.2** The confidentiality provisions contained in this Article (8) shall survive the early termination or expiration of this Contract of Adherence.

**ARTICLE 9: 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.

**ARTICLE 10: Tax, Duties and Levies**

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

**ARTICLE 11: Force Majeure**

**11.1** 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.

**11.2** 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.

**ARTICLE 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.

**ARTICLE 13: 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.

**ARTICLE 14: 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** | **For and on behalf of**  **……………………………**  **…………………………….**  **……………………..** |

**SCHEDULE (1)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **VIN Number** | **Vehicle** | **Plate Number** | **Fuel Type** |
| 1 | Vin#152 | Mitsubishi Lancer | 499698G | Essence |
| 2 | Vin#153 | Mitsubishi Lancer | 499708G | Essence |
| 3 | Vin#154 | Mitsubishi Lancer | 499704G | Essence |
| 4 | Vin#155 | Mitsubishi Lancer | 469611B | Essence |
| 5 | Vin#156 | Mitsubishi Lancer | 499695G | Essence |
| 6 | Vin#157 | Mitsubishi Lancer | 499710G | Essence |
| 7 | Vin#158 | Mitsubishi Lancer | 499705G | Essence |
| 8 | Vin#159 | Mitsubishi Lancer | 469499B | Essence |
| 9 | Vin#160 | Mitsubishi Lancer | 469653B | Essence |
| 10 | Vin#162 | Mitsubishi Minibus L 300 | 162272M | Essence |
| 11 | Vin#172 | Nissan Truck D22 | 175344M | Essence |
| 12 | Vin#174 | Mitsubishi Truck L200 | 177107M | Essence |
| 13 | Vin#176 | Nissan Truck D22 | 175339M | Essence |
| 14 | Vin#200 | Nissan X-Trail | 520676B | Essence |
| 15 | Vin#210 | Nissan X-Trail | 520956B | Essence |
| 16 | Vin#211 | Nissan X-Trail | 520686B | Essence |
| 17 | Vin#127 | Nissan X-Trail | 259873B | Essence |
| 18 | Vin#0 | Jaguar | 7747S | Essence |
| 19 | Vin#3 | Touareg | 454222B | Essence |
| 20 | Vin#119 | Nissan X-Trail | 326095G | Essence |
| 21 | Vin#137 | Nissan X-Trail | 274950B | Essence |
| 22 | Vin#138 | Nissan X-Trail | 274891B | Essence |
| 23 | Vin#141 | Nissan X-Trail | 275133B | Essence |
| 24 | Vin#175 | Mitsubishi Truck L200 | 177108M | Essence |
| 25 | Vin#201 | Nissan X-Trail | 520937B | Essence |
| 26 | Vin#204 | Nissan X-Trail | 520949B | Essence |
| 27 | Vin#111 | Nissan X-Trail | 324655G | Essence |
| 28 | Vin#117 | Nissan X-Trail | 326088G | Essence |
| 29 | Vin#106 | Nissan X-Trail | 324640G | Essence |
| 30 | Vin#132 | Nissan X-Trail | 260583B | Essence |
| 31 | Vin#133 | Nissan X-Trail | 260623B | Essence |
| 32 | Vin#139 | Nissan X-Trail | 275533B | Essence |
| 33 | Vin#149 | Nissan X-Trail | 275140B | Essence |
| 34 | Vin#173 | Nissan Truck D22 | 175336M | Essence |
| 35 | Vin#177 | Nissan Truck D22 | 175446M | Essence |
| 36 | Vin#208 | Nissan X-Trail | 520674B | Essence |
| 37 | Vin#147 | Nissan X-Trail | 275722B | Essence |
| 38 | Vin#114 | Nissan X-Trail | 326083G | Essence |
| 39 | Vin#145 | Nissan X-Trail | 275048B | Essence |
| 40 | Vin#101 | Nissan X-Trail | 324623G | Essence |
| 41 | Vin#123 | Nissan X-Trail | 237568B | Essence |
| 42 | Vin#130 | Nissan X-Trail | 259967B | Essence |
| 43 | Vin#202 | Nissan X-Trail | 520691B | Essence |
| 44 | Vin#107 | Nissan X-Trail | 324643G | Essence |
| 45 | Vin#113 | Nissan X-Trail | 326082G | Essence |
| 46 | Vin#103 | Nissan X-Trail | 324631G | Essence |
| 47 | Vin#108 | Nissan X-Trail | 324647G | Essence |
| 48 | Vin#125 | Nissan X-Trail | 237619B | Essence |
| 49 | Vin#126 | Nissan X-Trail | 237758B | Essence |
| 50 | Vin#148 | Nissan X-Trail | 275051B | Essence |
| 51 | Vin#150 | Nissan X-Trail | 275742B | Essence |
| 52 | Vin#207 | Nissan X-Trail | 520697B | Essence |
| 53 | Vin#110 | Nissan X-Trail | 324651G | Essence |
| 54 | Vin#116 | Nissan X-Trail | 326087G | Essence |
| 55 | Vin#121 | Nissan X-Trail | 236533B | Essence |
| 56 | Vin#134 | Nissan X-Trail | 262138B | Essence |
| 57 | Vin#143 | Nissan X-Trail | 276318B | Essence |
| 58 | Vin#203 | Nissan X-Trail | 520672B | Essence |
| 59 | Vin#209 | Nissan X-Trail | 520951B | Essence |
| 60 | Vin#135 | Nissan X-Trail | 274924B | Essence |
| 61 | Vin#122 | Nissan X-Trail | 237583B | Essence |
| 62 | Vin#128 | Nissan X-Trail | 260370B | Essence |
| 63 | Vin#206 | Nissan X-Trail | 520936B | Essence |
| 64 | Vin#129 | Nissan X-Trail | 259895B | Essence |
| 65 | Vin#142 | Nissan X-Trail | 275565B | Essence |
| 66 | Vin#115 | Nissan X-Trail | 326085G | Essence |
| 67 | Vin#140 | Nissan X-Trail | 275402B | Essence |
| 68 | Vin#104 | Nissan X-Trail | 324634G | Essence |
| 69 | Vin#105 | Nissan X-Trail | 324639G | Essence |
| 70 | Vin#170 | Nissan Truck D22 | 175453M | Essence |
| 71 | Vin#146 | Nissan X-Trail | 275824B | Essence |
| 72 | Vin#178 | Mitsubishi Truck L200 | 177096M | Essence |
| 73 | Vin#112 | Nissan X-Trail | 324659G | Essence |
| 74 | Vin#124 | Nissan X-Trail | 237846B | Essence |
| 75 | Vin#118 | Nissan X-Trail | 326091G | Essence |
| 76 | Vin#102 | Nissan X-Trail | 324627G | Essence |
| 77 | Vin#109 | Nissan X-Trail | 324649G | Essence |
| 78 | Vin#136 | Nissan X-Trail | 275132B | Essence |
| 79 | Vin#131 | Nissan X-Trail | 260710B | Essence |
| 80 | Vin#171 | Nissan Truck D22 | 175454M | Essence |
| 81 | Vin#120 | Nissan X-Trail | 326097G | Essence |
| 82 | Vin#163 | Mitsubishi Cargo VAN L 300 | 171389M | Essence |
| 83 | Vin#69 | Dodge Ram | 320407M | Essence |
| 84 | Vin#73 | Dodge | 170809M | Essence |
| 85 | Vin#85 | Hino FC3WG/Diesel | 346027M | Diesel |
| 86 | BPS #1 | Hino FD1J Truck /Diesel | 326621M | Diesel |
| 87 | BPS #2 | Hino FD1J Truck /Diesel | 326620M | Diesel |
| 88 | BPS #3 | Hino FD1J Truck /Diesel | 326622M | Diesel |
| 89 | BPS #5 | Hino FD1J Truck /Diesel | 326623M | Diesel |
| 90 | Vin#161 | Mitsubishi Canter/Diesel | 300860M | Diesel |
| 91 | Vin#70 | FORKLIFT/Diesel | PASS | Diesel |
| 92 | BPS #4 | Hino FD1J Truck /Diesel | 326619M | Diesel |

**SCHEDULE (2)**