

GUARDING AGREEMENT

Between the undersigned:

Mobile Interim Company 1 S.A.L (MIC1), a Lebanese company registered with the Commercial Register of Baabda under No /72514/, and with the Ministry of Finance VAT department under No /296116-601/, having its head office located at Parallel Towers, Block A, Dekwaneh, Beirut, Lebanon and represented by its Chairman & CEO, Mr. Jad Nassif,

Hereinafter referred to as “**MIC1**”

and

Security Company name Lebanon S.A.L., registered with the Commercial Register of Baabda, under the number/-----/ and with the Ministry of Finance VAT department under number /-----/, having its head office located at,-----, Lebanon and represented by its Title, Name,

Hereinafter referred to as “**Security Company name**”

Both parties are collectively called the “Parties”.

Preamble

Whereas MIC1 is managing one of the two national mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications,

Whereas MIC1 wishes to outsource its security and static guards system which is designed to service its head office and any other posts that might be determined at a later date. To this extent, MIC1 has established a job description and specific procedures which are attached to this agreement as Annex 1,

Whereas **Security Company name**, among its services, ensures the security of private properties and the close protection of the personnel, and given that **Security Company name** is able and willing to perform such services, declaring that it possesses the experience, the manpower, the necessary efficient equipment and know-how,

Whereas MIC1 wishes to contract the services of **Security Company name**,

Therefore, in consideration of the foregoing and the mutual covenants and conditions contained herein, it is agreed as follows:

Article 1 Entire Agreement

The above preamble and all annexes are an integral part of the present agreement.

Article 2 **Scope of the agreement**

- 2.1 **Security Company name** pledges that it shall make available guards to secure the premises detailed in attached Annex 2 or any other location put into service anytime in the future with the prior written approval of both parties.
- 2.2 Any request or modification brought to any location under the care of **Security Company name** shall be made in writing and a written addendum shall be made and signed by both parties.
- 2.3 **Security Company name** assigned guards shall present themselves with promptness and punctuality to their assigned posts as defined in Annex 1. MIC1 shall have the right during the period of the present agreement to increase or decrease the number of posts (decrease shall not go below 25% from the contract total guard force mentioned) according to its business interest and Annex 1 shall be amended accordingly.

Article 3 **Descriptions**

- 3.1 **Security Company name** shall execute its obligations as defined in the articles of the present agreement and its annexes.
- 3.2 The guards assigned to the service of MIC1 are exclusive to MIC1 and shall not be assigned to any other client.
- 3.3 In addition to his security duties, the guard shall arrange the cars parking area.

Article 4 **Security Company name Obligations**

- 4.1 **Security Company name** pledges to assign to the service of MIC1, qualified and well-trained personnel. Means of communication shall be put at the disposal of **Security Company name** agents to ensure the link between the posts and **Security Company name's** patrols and its central operations room.
- 4.2 **Security Company name** employees are subordinated to **Security Company name** and their directives come out of **Security Company name** management. However, MIC1's management can and has all the rights to issue any directives it sees fit to secure the good performance of the post. These directives shall be issued in writing, except when they are meant to be put forth immediately.
- 4.3 **Security Company name** is entitled to choose and appoint anyone to the service of MIC1. However, once this person has been approved and started working at MIC1, **Security Company name** shall need the approval of MIC1 to change him.
- 4.4 MIC1 is entitled to ask for the replacement of any agent appointed to its service for any reason, especially if this agent has committed a fault. The timeframe accepted by MIC1 to make the replacement of an undesired agent should be by max 24 hours from its request.

- 4.5 **Security Company name** shall notify immediately MIC1 about any insecure zone or potential aggression in any zone within Lebanese territory.
- 4.6 **Security Company name** shall conduct on continuous basis a “condition report”, assessing any potential risk or breach for personnel working in MIC1 premises. For avoidance of doubt, MIC1 shall provide **Security Company name** with a draft of the Condition report. ‘
- 4.7 **Security Company name** responsibility to report in written within one working day any operational incident/problem/accident occurring at MIC1 premises with accurate details, explanations and reasons analysis and propose solutions to avoid repetition.
- 4.8 The supervisors at the headquarters shall have an acceptable level of qualification/education handling official telephone calls 24/7 on MIC1’s security hotline, in addition to the daily tasks.
- 4.9 **Security Company name** must be able to assign security agents who are familiar with using a PC where needed.
- 4.10 **Security Company name** shall have the capacity to meet site manning capability in case of absenteeism.
- 4.11 **Security Company name** shall provide shelters/Kiosks whenever needed.
- 4.12 **Security Company name** is bound to comply with MIC1 requirements regarding the “Environment and Occupational Health and Safety” mentioned in the Supplier Compliance Form.

Article 5 **Pledge**

Security Company name pledges to execute its obligations “En Bon Père De Famille”, knowing that this obligation is an obligation of means put forth and defined in the articles of the present agreement and its annexes.

Article 6 **Responsibility**

Subject to the limit of Liability that is mentioned in Article 8, **Security Company name** is solely responsible for any direct damage caused by a wrongful application of MIC1 directives by **Security Company name** employees, to any MIC1 clients, third party or personnel working in MIC1 premises due to the non-performance or wrongful act in relation to this service

However, **Security Company name** shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

- resulting from or in connection with any Act of Terrorism, war, strikes, riots or any Biological or Chemical Contamination or any Nuclear Risks;
- resulting from events caused by the acts MIC1, its employees or agents.
- which is not caused as a direct result of any wrongful act, negligence or breach of contract by or on behalf of **Security Company name** in connection with the provision of the Guarding Services.

- Notwithstanding any other provision contained herein, neither **Security Company name** nor **MIC1** will be liable for any indirect, consequential, special or punitive loss or damages.

Article 7 **Fees**

- 7.1 As remuneration for the services rendered and as described in Annex 1, MIC1 pledges to pay **Security Company name** at the end of each month LBP --- (---) excluding VAT. Being the charges for: 79 guards. This number is subject to change according to MIC1's needs.
- 7.2 The monthly invoice shall be presented of the 1st of the month and will be paid 45 days from invoice receipt.
- 7.3 **Security Company name** shall provide, when needed, additional guard services to MIC1. These services shall be billed at --- LBP (supplier to advise) per guard per mission worked. However, as goodwill gesture, **Security Company name** shall not bill the first three (3) shifts deployed in any given month.
- 7.4 MIC1 has the right to add any post/guard during the course of the agreement with same fees presented in the RFP and related payment will be applicable upon deployment date (decrease shall not go below 25% from the contract total guard force mentioned).
- 7.5 During the Contractual Period, **Security Company name** may increase the Charges for providing the Guarding Services by giving one month's prior notice if and to the extent that **Security Company name's** costs of providing the Guarding Services are increased due to, including, increase in minimum wage, transportation fees modification, any changes in law etc.(Including their retroactive effect if any) but only after the Start Date of the Agreement.
- In the event that **Security Company name** gives the notice as described in clause 11 above, and if any such increase or increases are not agreed by the **MIC1** within 1 month of receipt of notice in respect thereof, then **Security Company name** will have the option to terminate the Agreement by giving 15 days advance notice in writing to **MIC1** and the latter undertakes to settle all the costs incurred from such increases for the retroactive period if any to the last day of provision of the Guarding Services as stated in the written notice.
- 7.6 Payments by **MIC1** for the Guarding Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond 60 days (unless the subject of a bona fide dispute), shall entitle **Security Company name** (at its discretion) to suspend or terminate this Agreement.
- 7.7 In case of delay in the service (replacement of an agent, new assignment etc...), a penalty of 2% per day of delay shall be deducted from the total amount for a maximum of 20%.

Article 8 **Insurance, Liability and Claims**

Security Company name shall subscribe and acquire insurance coverage and shall remit a copy to MIC1's management of:

- Public liability coverage with a limit / cap of 1.5 Million Dollars.
- Workmen compensation as per the Lebanese Law
- Car Wreck Insurance as per the Lebanese Law.

Limit of Liability': shall mean the amount equivalent to 1 Million Dollars per incident, series of incidents arising out of the same event subject to an annual aggregate of an amount equivalent to 1.5 Million Dollars for all claims in any year of the Agreement.

Notifying Claims Process:

Security Company name, its servants or agents, shall not be liable to **MIC1** in any circumstances or to any extent whatever in respect of any loss or damage suffered by **MIC1** unless: (i) written notice of the breach of contract, negligence or wrongful act on the part of **Security Company name** alleged to have resulted in the loss or damage is received by **Security Company name** within seven (7) days of its occurrence, (ii) **MIC1** renders all reasonable assistance to **Security Company name**, including, without limitation, making available to **Security Company name** all its records and information relating to the alleged incident, to allow **Security Company name** and its advisers (including, without limitation, its insurers) to conduct a proper investigation of the matter, and (iii) any claim or legal proceedings by **MIC1** against **Security Company name** arising hereunder in respect of any loss, damage or injury, is brought by the **MIC1** to the notice of **Security Company name**, within four weeks from the date thereof.

Article 9 Force Majeure

9.1 “**Force Majeure Event**” means an unforeseeable, extraneous event beyond the control of a party (the “Affected Party”), its sub-contractors and its suppliers which is at the date of this Agreement unknown to, and cannot reasonably be anticipated by, that party.

Definition of a Force Majeure: Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.

9.2 In case an Affected Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:

9.2.1 The Affected Party's obligations under this Contract are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed; and

9.2.2 As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement; and

9.2.3 In case the Affected Party does not comply with Article 9.2.2 it forfeits its rights under this Article 9, ‘Force Majeure’; and

9.2.4 The Affected Party shall make all reasonable efforts to mitigate the Force Majeure Event on the performance of its obligations under this Contract; and

- 9.2.5 As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Contract.

Article 10 **Subcontracting**

Neither Party cannot transfer or subcontract part or all of the present agreement to any third party unless it has secured a prior written authorization from the other party management.

Article 11 **Term and Termination of the Agreement**

- 11.1 The present agreement is valid for a period of one (1) year as of date, after which it shall be renewed in writing by mutual consent of both parties by providing a two- month written notice prior of the renewal anniversary date.
- 11.2 Both Parties shall have the right to terminate this agreement any time for convenience with no need to any legal recourse by sending a one-month written notice of termination to the other party by registered mail or through notary public.
- 11.3 MIC 1 shall have the right to terminate the present agreement at any time during the contractual period upon the Ministry of Telecommunications request without any cause of action or recourse against MIC1 by sending a one-month written notice of termination to Security Company name by registered mail or through notary public.
- 11.4 Any Party may terminate the present agreement with immediate effect by written notice to the other Party to the present agreement in the event of bankruptcy, liquidation, winding-up or other similar legal events related to both Parties.
- 11.5 In addition to the above reasons, MIC1 shall be able to terminate the agreement at the expense of Security Company name without prior notice in any of the following cases:
- If Security Company name transfers part or all of the present agreement to a third party without prior authorization from MIC1's management.
 - If Security Company name subcontracts part or all of the present agreement without prior authorization from MIC1's management.
 - If Security Company name employees abandon their posts and if **Security Company name** fails to respond to this situation, in one (1) day after being summoned to do so by MIC1's management.
 - Security Company name failure to live up to its engagements and obligations as detailed in the present agreement.
- 11.6 In all cases the termination shall not give Security Company name the right to claim for any compensation of any kind and Security Company name hereby waves its right to file such a claim except for the above notice periods.

Article 12 **Supervision**

MIC1 shall have the right, and not the obligation, to supervise the execution of the present agreement. MIC1 has the right to refuse any act or action which does not conform to the articles and annexes of the present agreement. **Security Company name** shall be bound to conform with MIC1's instructions.

MIC1 acknowledges that in the event of a failure or inability of Security Company name to provide the Guarding Services where such failure or inability is directly attributable to any failure by **MIC1** to comply with its obligations under this Agreement, then Security Company name shall not be liable for any resulting loss to **MIC1**.

Article 13 **Confidentiality**

Both Parties commits themselves to keep confidential, and not to divulge any information or documents of any nature to which it can have access during the execution of the present Agreement. The confidentiality of Security Company name **and** **MIC1** obligations in this Agreement shall survive the termination of this Agreement for a period of two (2) years. Nevertheless, this obligation shall neither be used against the Republic of Lebanon nor any person or entity designated by it.

Article 14 **Anti - Corruption**

Security Company name is aware that paying or giving of anything of value, either directly or indirectly, by the company, or any of its subsidiaries or affiliates, to an official of a government, or to any party for the purpose of influencing an act, or decision in their official capacity, or including them to use their influence with the government to assist MIC1, in obtaining or, retaining business for or with, or directing business to any person, is construed as corruption. Security Company name undertakes not to take any action which may be construed as corruption and to notify MIC1 if it becomes aware of any action which may be construed as corruption and to hold harmless and indemnify MIC1 for any losses, damages, fines, penalties whatsoever which MIC1 may suffer or incur arising out of or incidental to any such action and, in such case, MIC1 may terminate the Agreement at any time without notice or indemnity.

Article 15 **Assignment**

MIC1 has, under a fifteen (15)-day-notice delivered either by a registered or notarized letter to Security Company name, an irrevocable right to assign this agreement to the Lebanese Government or to any entity designated by it. In such case, the new entity shall entirely subrogate to the rights and obligations of MIC1 without any cause of action or recourse against the MIC1 by Security Company name, and this starting the effective date of the assignment. However, for avoidance of doubt, the new entity shall be valid, legal and legit under the Lebanese Law.

Article 16 **Agreement's Documents**

Both Parties have agreed that the present agreement and its annexes are the only documents that govern and define their business relationship. Any previous written or oral agreement or document is deemed null and inapplicable.

Article 17 Applicable Law and Disputes

- 17.1 The present agreement and all matters arising out of it shall be subject to the laws of the Republic of Lebanon.
- 17.2 All disputes arising in connection with the present agreement and resulting from its execution shall be finally settled by the Courts of Beirut.
- 17.3 If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Agreement and the validity and enforceability of the remainder of this Agreement will not be affected by any such invalidity or unenforceability

IN WITNESS WHEREOF, the Parties hereto have signed this agreement to be executed onin two (2) original copies, each party holding one original and each party shall bear the fiscal stamp duty related to its copy.

MIC1 S.A.L.
Jad Nassif
Chairman & CEO

Security Company name S.A.L
Name/Surname/Title