

MONEY HAULAGE 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 “-----”

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 Money Transport System towards banks and/or currency traders and any other posts that might be determined at a later date. To this extent, **Security Company name** has established an SLA, which is attached to the present agreement, and that contain all the technical and operational matters that needs to be followed and implemented by both parties.

Whereas -----**Security Company name** , among its services, ensures the haulage and transport of the money and given that **Security Company name** is able and willing to perform such services, declaring that it possesses the experience, the man-power, the necessary equipment and know-how and given that **Security Company name** proposed its services to MIC1 S.A.L,

Whereas MIC1 wished and accepted 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 Annex 1 are an integral part of the present agreement.

Article 2 Scope

2.1 a) **Security Company name** undertakes to ensure transports to the locations detailed in attached Annex1 or to any future location that MIC1 might inaugurate and that based on the mentioned frequencies and on a routing previously agreed upon with MIC1. These transports shall take place as per the schedule in Annex 1, between 8:30 am and 11:00 am. Holidays are not workable days.

g) **Security Company name** undertakes to assure up to 5 unscheduled trips per month to any location when requested by MIC1, free of charge and according to the terms and conditions of the agreement taking into consideration a needed two-hour (2) bracket to complete. The security company shall comply as long as, at the other end, the receiving cashier is ready to execute the operation. The security company shall keep the money in safe, if for whatever reason, it has been impossible for it to complete the mission or shall return the money to MIC1 and inform it of this fact.

2.2 **Security Company name** pledges to make the scheduled delivery within two to three hours. However, any additional and un-programmed request as mentioned in Article 2, paragraph 2.1(e) shall be answered in about four to five (4/5) hours.

2.3 By funds or money transports it is meant amounts of moneys in Lebanese currency, foreign currency, or any other monetary notes.

Article 3 **Money Exchange**

3.1 **Security Company name** take in charge the money exchange (dollars and LBP) in small pieces one time per week (refer to Annex 1) from 8:30 am to 11:00 am for the thirteen (14) existing AS and to any future Alfa Store (AS) that MIC1 shall inaugurate. MIC1 shall communicate the exact time to **Security Company name** or it could be planned beforehand between both parties depending on the availability of MIC1 needs in the banks.

3.2 On call visit could be urgently needed and communicated to **Security Company name** at the same day.

3.3

3.4 As remuneration of the money transport service, MIC1 pledges to pay an annual amount in twelve (12) monthly installments.

Article 4 **Description of Operations**

4.1 At the beginning of the transport operation, **Security Company name** designated agent shall receive from MIC1's cashier one or more sealed bags. The cashier of MIC1 shall hand out a statement with the total amount of money to be transported. The whole routing and frequencies are detailed in the attached Annex 1.

4.2 However, the cashier shall always control the identity of **Security Company name** employees by comparing their names to the names written on a constantly updated list that is kept at MIC1's points of service. This list shows the name and the photo of **Security**

Company name authorized employees. Any modification to the list of authorized personnel shall be immediately communicated to MIC1's management.

- 4.3 Once the sealed bags are remitted to **Security Company name**, **Security Company name** employees shall issue a receipt saying that the said bags were received from MIC1's cashier. A copy of this receipt shall be left with MIC1's cashier.
- 4.4 MIC1 is solely responsible for any counterfeit money that might get into the sealed bags. As long as the seals of the moneybags are not broken or damaged this proves that **Security Company name** has accomplished successfully its mission and cannot be held responsible for counterfeit money, bad checks or lost money.

Article 5 **Delivery Failure Procedure**

If for any given reason, the branches of the designated banks are closed or other locations designated by MIC1 are incapable of receiving the monies, **Security Company name** shall bring back the bags to MIC1's head office. If for any reason whatsoever, it was impossible to bring the bags back to MIC1's offices, **Security Company name** shall inform MIC1 of this fact and keep the bags in its vault and at its own responsibility until the delivery can be made.

Article 6 **Delivery to Banks**

- 6.1 At the designated bank branch or location, **Security Company name** shall remit the sealed bags to the cashier.
- 6.2 The unbroken seal is enough and final proof of a successful transaction as described by the receipts that were drawn up at the time of reception.
- 6.3 After making sure that the seal is not broken, the cashier/receiver at destination shall sign a receipt saying that he received the sealed bags and the mission was properly accomplished
- 6.4 **Security Company name** should be fully liable for the Compensation of loss, in case of failure to complete the duties by the security agents.

Article 7 **Insurance, Liability and Claims**

- 7.1 Once the present agreement is signed, **Security Company name** shall return to MIC1 copies of its cash in transit insurance showing the extent of the coverage under which **Security Company name** is performing. This insurance shall be running through the period of the agreement as per the Limits of Liability and in accordance with the provisions of this Agreement.
- 7.2 **Security Company name** pledges to respect the clauses of its insurance policy. Furthermore, **Security Company name** declares that its obligations under the insurance policy shall be respected under **Security Company name** responsibility.
- 7.3 In any case, **Security Company name** shall be held responsible towards MIC1 for any obligations resulting from the application of the present agreement, regardless whether they

are covered by the cash in transit policy or not, in accordance with the Lebanese Code of Obligations and Contracts.

7.4 Limits:

Value of all Valuables given at one collection point by MIC1 to **Security Company name** shall not exceed:

Per container limit: \$ ---- for US Dollars or LBP----

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7.5 TIME LIMITS FOR NOTIFYING CLAIMS

MIC1 may only make a claim under the provisions of this Agreement if MIC1 gives **Security Company name** written notice of the loss or damage within 28 days of either the discovery of that loss or damage or of the termination of **Security Company name**'s Period of Responsibility during which the loss or damage is alleged to have occurred, whichever is earlier, and in any event within three months of the date when **Security Company name** received the Valuables as part of the Consignment in question.

Article 8 Skills

- 8.1 **Security Company name** pledges to use all its experience, manpower, necessary equipment and know-how to successfully execute its part of the agreement.
- 8.2 **Security Company name** is solely responsible for all irregularities perpetrated by any of its employees as regards the execution of the present agreement, against the Lebanese laws and regulations.
- 8.3 **Security Company name** is solely responsible for any fraud committed as regards the execution of the present agreement.
- 8.4 **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 9 Fees

- 9.1 As remuneration of the money transport service, MIC1 pledges to pay an annual amount of LBP -----(-----) in twelve (12) monthly installments of LBP -----(-----), excluding VAT, 45 days from invoice receipt. **Security Company name** will be entitled to charge interest at the rate of 6% per month on any delayed payments from the due date of the payment until the date of settlement. Considering the planned deployment of new AS, the additional trips shall be added to the invoice based on same price list. Any new location shall be made in writing. For avoidance of doubt, MIC1 and **Security Company name** shall sign an addendum or send an official email by the official representatives of both parties for any new location to be added under this Agreement.
- 9.2 During the Contractual Period, **Security Company name** may increase the Charges for providing the Services by giving one month's prior notice if and to the extent that **Security Company name**'s costs of providing the Services are increased due to increase in minimum

wage, fuel cost and 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 9.2 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 30 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 Services as stated in the written notice.

9.3 Payments by MIC1 for the 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.

9.4 **Security Company name** is entitled to suspend the provision of the Services whilst any Contracted Charges which are due to **Security Company name** under this Agreement remain unpaid. In the event two or more invoices remain unpaid, **Security Company name** has the option, in its sole discretion, to terminate the Agreement. Any such suspension or termination shall be without liability to **Security Company name** and without prejudice to any other rights **Security Company name** may have against MIC1 for non-payment.

9.5 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%.

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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 **Force Majeure**

11.1 "**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.

11.2 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:

11.2.1 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

11.2.2 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

11.2.3 In case the Affected Party does not comply with Article 11.2.2 it forfeits its rights under this

Article 11, 'Force Majeure'; and

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

11.2.5 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.

11.2.6. **Security Company name** shall not be liable in case of the below excepted risks:

Excepted Risks-

(a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

(b) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

(c) Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(d) Any weapon of war employing nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(e) Radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope, other than nuclear fuel, being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

(f) Chemical or biological contamination; or chemical, biological, bio-chemical or electromagnetic weapons used in connection with an act of terrorism.

(g) Acts of terrorism, to the extent not covered by **Security Company name**'s insurance; and

(h) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, theft and/or attempted theft.

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Article 12 Term and Termination of the Agreement

12.1 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.

12.2 Both parties shall have the right to terminate this agreement any time with no need to any legal recourse by sending a three-month written notice of termination to the other party by registered mail or through notary public.

12.3 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 three -month written notice of termination to Security company name by registered mail or through notary public.

12.4 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.

12.5 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.
- Security company name failure to live up to its engagements and obligations as detailed in the present agreement.

12.6 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.

12.7 Security company name may terminate this Agreement at any time by notice in writing in the event that **Security Company name** receives notice of cancellation of the insurance covering its obligations under this Agreement.

Article 13 **Supervision**

MIC1 shall have the right, and not the obligation, to supervise the execution of the present agreement inside the premises and stores of MIC1 only. For avoidance of doubt. MIC1 shall have the authority to monitor, check and supervise the performance and the execution of this Agreement within the premises of MIC without the interference of MIC1 outside their premises in order to avoid any security risk outside the premises. MIC1 has the right to refuse any act or action which does not conform to the articles, SLA and annexes of the present agreement. Security company name shall be bound to conform to MIC1's instructions.

Any request or modification brought to any of the security agents shall be made in writing, and all details and personal info should be sent to MIC1.

MIC1 acknowledges that in the event of a failure or inability of Security company name to provide the 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 14 **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 15 **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 both parties' obligation 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 16 **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 17 **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 18 **Indemnity from** Security company name

a) Subject to the provisions of this contract and its clauses, Security company name will indemnify Client:

(1) against all actual physical losses of or damage to the Valuables whilst in Security company name custody, in the amount of the actual loss or damage as determined by the official collection receipt, up to a maximum of the Limit of liability.

(2) against any other loss or damage caused directly as a result of any default, negligence or wrongful act by Security company name in the performance of the Service, whether such liability arises in contract or tort, whether for negligence or otherwise (other than loss of or damage to Valuables) up to a maximum of 20 times Security company name "per service" charge for the relevant Service or US\$1,000 (or the equivalent amount in the local currency), whichever is less, in respect of all such defaults occurring on, or related to Services which were or should have been carried out on, any one calendar day.

(b) It is expressly clarified that the Limit of Liability has been fixed for each Container individually and for each Consignment individually. In the event any Container limit is exceeded, even if the

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Consignment limit is maintained, MIC1 will only be entitled to indemnification up to the Limit of Liability based on the Container limit in respect of the Valuables in each Container. Similarly, in the event the Container limit is maintained, but the Consignment limit is exceeded, MIC1 will only be entitled to indemnification up to the Limit of Liability based on the Consignment limit and the number of Containers allowable in each Consignment calculated on the basis of the Consignment limit and the Container limit.

(c) For the purposes of this Agreement, Valuables will only be "in Security company name custody" from the moment when Security company name's representative takes physical possession thereof at the Collection Point and begins to transport such Valuables to Security company name's vehicle until the moment when they are physically handed over or tendered to Client's representative at the Delivery Point, always provided that:

(1) in the case of any Consignment of Valuables which consists of several items or Containers, the indemnity will only apply to each item or to the Valuables in each Container when that item or Container is "in Security company name custody" as defined in this Agreement and,

(2) no Valuables or Container will be "in Security company name custody" merely because Security company name representative inspects, handles or deals with them in any other way before actually beginning to transport them to Security company name's vehicle or after he has handed them over or tendered them to MIC1 Representative.

Article 19 Indemnity Limits

(a) The indemnity will not, in any circumstances, apply to any loss or damage which MIC1 suffers in consequence of any of the Excepted Risks or to which any of the Excepted Risks shall have contributed, or if such loss or damage is caused by an act or material omission of MIC1 or any of its officers, employees, or agents which has directly resulted in the occurrence of the loss or damage.

(b) Security company name shall not, under any circumstances, be liable for any indirect, consequential, special or punitive losses or damages.

(c) Nothing in this Agreement will exclude or limit either party's liability for death or personal injury caused by such party's negligence.

(d) The remedies available to MIC1 and the liability Security company name accepts under the clauses, to the extent permissible by law, the only remedies MIC1 and the absolute limit of Security company name's liability arising under, out of or in connection with this Agreement and the provision of the Services. All other liability is expressly excluded, and MIC1 will have no other claim against Security company name of any kind, whether in contract or tort, whether for negligence or otherwise. Nothing in clause shall be taken as in any way reducing or affecting the general duty of MIC1 owed at law to mitigate loss.

Article 20 Client Obligations

(a) MIC1 undertakes that the value of all Valuables given to Security company name's representative at any collection as part of any one Consignment, whether in one or more Container, will not exceed the amounts as provided in the limits.

(b) MIC1 undertakes that the value of the contents of any one Container filled by MIC1 or a third party will not exceed the amount stated overleaf.

(c) If lost or damaged Valuables consist wholly or partly of cheques or other reconstitutable documents, and if Security company name has paid MIC1 their face value, then MIC1 will use all reasonable endeavours to obtain replacements for the same and will promptly reimburse Security company name upon receipt of any such replacement. Security company name will pay MIC1 the reasonable costs MIC1 incurs in obtaining such replacements provided such costs do not exceed the sum recovered.

(d) In the event any lost Valuables are subsequently recovered by MIC1 for which it has already been indemnified by Security company name, MIC1 shall refund an amount equivalent to the recovered amount to Security company name. In the event any lost Valuables are subsequently recovered by Security company name for which it has already indemnified MIC1, Security company name shall be entitled to retain such recovered Valuables, unless the same consist of cheques or other reconstitutable documents, in which case the same shall be handed over to MIC1 and MIC1 will promptly reimburse Security company name in respect thereof.

(e) MIC1 undertakes to follow, comply with and fulfils all and any of the Security Recommendations reasonably made to MIC1 by Security company name in connection with the provisions of the Service (provided the written communication of these Security Recommendations clearly requests MIC1 must comply).

(f) In the event any loss or damage is alleged to have been caused to MIC1, directly as a result of any default, negligence or wrongful act by Security company name in the performance of the Service, MIC1 will provide a written notice of the same to Security company name and shall render all reasonable assistance to Security company name, including, without limitation, by 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, failing which Security company name shall not be liable for the same.

(g) MIC1 represents and warrants that the highest level of business ethics is applied and he is not engaged in any practice inconsistent with human rights, human trafficking, sexual abuse, child labor, verbal and physical harassment, discrimination, unfairness and inequality, health and safety. Furthermore, Security company name shall have the right to terminate the contract upon anytime and without notice in case of any breach in this clause. MIC1 represents and warrants that he is fully compliant with the internal rules and regulations of the Country, and he is not engaged nor involved in any kind of bribery, money laundry, and corruption.

Article 21 Collection and Delivery of Valuables

(a) MIC1 undertakes that:

(i) MIC1 will be ready to begin a transaction immediately when Security company name representative arrives at the Collection Point provided it is during the period of time the parties have agreed. Security company name reserves the right to refuse to carry out or complete the service if MIC1 is not ready and to charge at the normal rate for such aborted transactions.

(ii) MIC1 Representative will accept delivery of the Valuables or, where the Consignment is divided up or placed into Containers, each individual part or Container, at the Delivery Point; and

(iii) on acceptance of the Valuables or, where the Consignment has been divided up as described in (ii) above, on acceptance of each individual part or Container, MIC1 Representative will give the Security company name representative a signed receipt or other written acknowledgement for the Valuables or such individual part or Container.

(b) Any receipt issued by MIC1 Representative will be conclusive evidence of the delivery of the Valuables, the Consignment and the individual parts or the Containers specified in it.

Article 22 **Governing Law**

- 22.1 The present agreement and all matters arising out of it shall be subject to the laws of the Republic of Lebanon.
- 22.2 All disputes arising in connection with the present agreement and resulting from its execution shall be finally settled by the Courts of Beirut.
- 22.3 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 Lebanon S.A.L.
Name/Surname/Title