



Private and Confidential

Mr. Salem Itani
Chairman – CEO
Mobile Interim Company No. 2 S.A.L.
Fouad Chehab Avenue
Beirut, Lebanon

28 October 2024

Dear Mr. Itani,

Subject: Provision of statutory audit services in connection with your annual financial statements

Thank you for appointing us as auditors of Mobile Interim Company No. 2 S.A.L. (the "Company"). We will provide the services on terms which are described in this letter and the attached terms of business (version ToB 01/23). These form the agreement between us governing our appointment as auditors to the Company.

Background

You have requested that we audit the financial statements of the Company, which comprise the balance sheet as at 31 December 2023, and the statement of changes in equity and statement of cash flows for the year then ended, and the notes to the financial statements, comprising material accounting policy information and other explanatory information. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on your financial statements.

The services

The services described in this agreement will comprise statutory audit services for the financial year ended 31 December 2023 and subsequent years until superseded with a new written agreement. Any unfinished statutory audits on the Company's financial statements for prior years will remain subject to the relevant previously signed agreement.

The scope of our statutory audit services and our respective responsibilities are set out in

Schedule 1 'Provision of statutory audit services.'

Schedule 2 sets out the expected form and content of our audit report.

Staffing

Ara Fermanian is the person in charge of providing the services to you, assisted by such other staff as we believe are required.

Handwritten notes and stamps in Arabic and English. Includes dates like 20373/24, 31/10/24, and 6 NOV 2024. Also includes a large number 34828 and a signature.



Fees

Our fees are computed on the basis of the time spent on your affairs by our partners and staff and on the levels of skill and responsibility involved. On the above basis our fee for the year ended 31 December 2023 will be Fresh US\$ 72,500 (excluding value-added tax). In accordance with our normal terms of engagement, our fees will be billed 50% upon appointment and the remaining 50% upon issuance of the reports and will be due on presentation. Our fees will be invoiced to you in accordance with the above schedule and will be due on presentation.

Our invoices are issued and payable in US Dollar, however, should you wish to pay in LBP, our invoices will be issued and payable at market rate of exchange (i.e. Sayrafa) at the date of settlement of the invoice.

In addition to the above, we shall invoice you for out of pocket expenses, if any, such as translation, telefaxes, courier service, etc. connected with the service provided to you.

The fees will be subject to review each year and will vary with a number of factors including the extent of the assistance we receive from members of your staff in preparing routine schedules and analyses.

Additional provisions regarding our fees and billing arrangements are set out in the attached terms of business.

Liability and agreed amendments to the terms of business

We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.

You agree that we will not be liable (whether in contract, tort (including negligence) or otherwise) for

- (i) loss or corruption of data from your systems,
- (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits, or
- (iii) indirect or consequential loss.

You agree that our total liability (including interest) for all claims connected with the services or this agreement (whether in contract, tort (including negligence) or otherwise) is limited to the fees paid for the services. Where we agree in writing to accept this liability to more than one party, the limit on our liability will be shared between them, and it is up to those parties how they share it.

Nothing in this agreement will limit a person's liability for

- (i) death or personal injury caused by that person's negligence,
- (ii) that person's fraud, or
- (iii) anything else that cannot by law be limited.

If we are liable to you under this agreement, and another provider would be liable to you in respect of the same loss (save for your contractual arrangements with them), then

- (i) the compensation payable by us to you in respect of that loss will be reduced;
- (ii) the reduction will take into account the extent of the responsibility of that other provider for the loss; and
- (iii) in determining the extent of the responsibility of that other provider for the loss, no account will be taken of
 - (a) any limit or exclusion placed on the amount that provider will pay, or
 - (b) any shortfall in recovery from that provider (for whatever reason).

Additional provisions

Accessing PwC systems via your network

You agree that our partners and employees may access the PwC network via your internet connection using PwC computers. We each accept the risks and neither of us will have any liability whatsoever to the other in this regard.

Client Connect

Access to PwC Systems

In the course of the services, we may provide your staff with access to some of our systems. You acknowledge that your people may be able to access our systems from any web-enabled device. You agree that you are solely responsible for:

- providing details of those of your staff that you believe should have access to our systems and ensuring those people are aware of and agree to be bound by the conditions of access;
- notifying us by email to the designated PwC contact when such personnel leave or otherwise need their access terminated, and for periodically reviewing the access rights of your people to ensure that it remains appropriate; and
- checking that your people don't post highly confidential information on our systems without encrypting it.

Quality of service

As indicated in Clause 11.5 of the Terms of Business, if you are not satisfied with the services, or have suggestions for improvement, please contact either your engagement leader or Andre Rohayem, the partner in charge of the Lebanon Assurance practice.

Law and jurisdiction

This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by Lebanese law and be subject to the exclusive jurisdiction of the Lebanon courts.



The Directors
28 October 2024

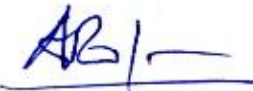
Confirmation of agreement

In signing this letter, you confirm you have the authority to sign for and on behalf of the Company to the terms of this agreement.

Please confirm your acceptance of this agreement by signing the enclosed copy and returning it to us. If you wish to discuss the terms of our appointment further before replying, please let us know.

It is recommended that the agreement is read by those charged with governance to assist their understanding of the auditor's responsibilities, required communications made by and to the auditor and the scope of the audit.

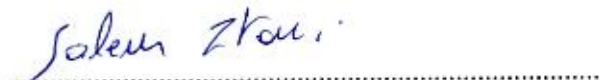
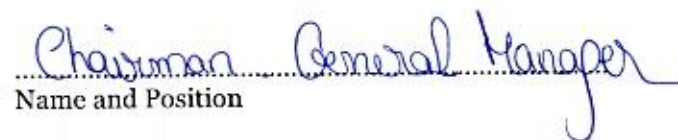
Yours faithfully



Andre Rohayem
Country Senior Partner
For and on behalf of PricewaterhouseCoopers

Copy letter to be returned to PricewaterhouseCoopers

I accept the terms of this agreement and confirm that I am authorised to sign for and on behalf of Mobile Interim Company No. 2 S.A.L.


Signed
Name and Position

28 October 2024



سنة التكاليف	2024
نوع الضريبة	تحصيل / ضرائب غير مباشرة
الباب	رسم طابع مالي
نوع الجدول	امر قبض
رقم الجدول	1827919
تاريخ الجدول	30/10/2024

منطقة التحصيل	بيروت الموحدة
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البلدة	
رقم المراقب	
سنة الإيرادات	2024

رقم المكلف	291711
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رقم العقار	القسم		
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يرجى أن تقبضوا من موبایل انتريم كومياني رقم ٢ م.ل

ملاحظة: يرجى إبراز هذا الاصل لدي كل مراجعة

0	نزل مبلغ الخزينة بقيمة
0	نزلت غرامة التحقق بقيمة
0	خفضت غرامة التحقق بقيمة
0	خفضت غرامة التحصيل بقيمة

تفصيل المبلغ	القيمة
خزينة	25,960,000
غرامة تحقق	0
مجموع الضريبة	25,960,000
غرامة تحصيل	0
فائدة التحصيل	
طابع	100000
المجموع النهائي	26,060,000

مبلغ و قدره مئة و عشرون مليون و ستون ألف ليرة لبنانية فقط لا غير

بموجب امانة او عملية رقم 31/10/2024 تاريخ

ايضاحات عامة عقد اتفاق بقيمة \$٢٢٥٠٠ تاريخ 2024/10/٢٨

اعد في
 الاسم عايدة اسماعيل
 التوقيع
 التاريخ

صالح للدفع لغاية 04/11/2024

24-84-11131994

X

ايصال تحصيل

(2) رقم عملية القبض

وصلني من

وفق التفصيل أدناه فقط

(3) نقد

(4) شك

26,060,000

/ /

تاريخ

2024/10/31

رقمه

34828

2024/10/22

في

254098

المجموع أمين الصندوق: جوزيل المصطفى المسحوب عليه

طابع

بنك البحر المتوسط

