

Mobile Interim Company 1 S.A.L.

CONTRACT OF BUILDING MAINTENANCE OUTSOURCING

Special Provisions

Between:

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 Chief Financial Officer Mr. Rafic el Haddad and its Chairman & CEO, Mr. Jad Nassif,

Hereinafter referred to as “**MIC1**”

The Maintenance Company registered with the Commercial Register of XXX under no.//XXX//, and with the Ministry of Finance VAT department under no. /XXX/, under number /XXX/, having its head office located at XXX and represented by its General Manager, Mr. XXX,

Hereinafter referred to as “**Maintenance Company**”

Preamble

Whereas MIC1 is managing one of the two (2) national mobile networks for the benefit of the Republic of Lebanon/Ministry of Telecommunications,

Whereas the Maintenance Company is a company specialized in maintenance activities related to buildings and premises,

Whereas MIC1 wishes to enter into a contract with a company for the maintenance of its premises; buildings and regional stores and warehouses,

Whereas the Maintenance Company accepted to do the maintenance works in the locations designated by MIC1 according to the terms and conditions set forth in the present contract,

Therefore, both parties agree to the following,

Article 1

The preamble above mentioned is considered an integral part of this contract.

Article 2 **Scope of work**

The Maintenance Company to perform preventive and curative maintenance of the client's buildings, stores, and warehouses, as detailed below and in Annex 1 (Subcontract List and Summary of Fees) which are an integral part of the contract.

Buildings:

1	Parallel Towers	All Rented floors in Bloc A & B by MIC1 including NOC, Back Offices at GF level, Canteen, WHSs, Technical and Storerooms in B1 and B2, Archive, and outdoor parking area.
2	Pine	10 floors including Warehouses, Archive, Data Center, Technical Rooms, indoor parking spaces and outdoor parking under the bridge facing Pine and Palm buildings.

Stores:

1	AS Pine
2	AS Parallel Towers
3	AS Jounieh
4	AS Jbeil
5	AS Tripoli Mina
6	AS Halba – Miniara
7	AS Bikfaya
8	AS Unesco
9	AS Saida
10	AS Nabatiyeh
11	AS Chtoura
12	AS Baalback
13	AS Tyr to be invoiced upon deployment date

Warehouse:

1	Jeita
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The maintenance of these different sites seeks to maintain preserve the value of the properties with contributing to the following bets:

- to allow the various functions of the building to persist
- to allow see improvement of buildings' exploitation tenders.
- to provide comfort and good quality for the Company's social ambiance
- to preserve the company's brand image

2.1 Scope of intervention

Preventive and Corrective maintenance which are an integral part of the contract concerning the following buildings, stores, and technical warehouse:

a. DIRECT MAINTENANCE:

- **Civil works and office furniture, listed in below but not limited to:**
 - Outdoor surfaces and eternit roof.

- Painting touch-up: doors, walls, false ceiling, wooden and glass partitions, maintenance, openings, and separations (being same type, material, color...as existing on related site)
- Minor cracks and damages shall be reported to MIC1.
- Minor repair works (any type) due to occurrence of any faults or issues that arise with the equipment or systems covered under the agreement of the Maintenance Company costing below 150 US dollars.
- Aluminum/steel and shutter doors works including accessories and fixtures (i.e.: door closer, pivot, locks...)
- Glass door maintenance (calibration, accessories)
- Automatic Sliding doors.
- Blackouts and Curtains (manual and automatic)
- False ceiling, Carpet, Wooden partition, Tiles...
- Furniture; all available types of chairs, desks, cupboards, shelves, wheels, locks, drawers' rails and locks, supports, handles, upholstery of chairs and wooden CC partitions...)
- Retiling around a WC fixture and protection of newly applied grouting (minor repairs)
- Wooden Skirting where available
- Emergency staircase.
- Treatment of minor rust accumulation on tanks surfaces, emergency staircases...
- Civil works resulting from a corrective intervention.
- Waterproofing and sealing of structures to prevent water infiltration and damage.
- Cleaning Exterior Windows twice a year at Pine: where cleaning company has no access to.

➤ **Electrical and Low current systems, listed in below but not limited to:**

- Distribution network.
- Electrical panel boards.
- Electrical gate and barriers at the parking and entrance.
- Sliding gate of warehouse Jeita (electrical and mechanical parts or accessories)
- Lighting fixtures (Inc. timers and photocells for Signs)
- Surge Arresters
- Replacement of LED lamps (where available)
- LED lights replacement behind stretch PVC where applicable (Chtaura, Halba and Jbeil)
- UPS feeding MIC 1 floors (Check Annex 1 for subcontract scope details)
- Gang switches, sockets, and breakers
- Data sockets – Supply and replace.
- Music, public address, and audio visual.
- Grounding system.
- Control panels
- Indoor and outdoor parking lighting.
- Notification system relays for fuel sensors and water float valves.
- Electrical water heaters.

- Water sensor alarms at Jeita warehouse.
 - Light arresters.
 - Traffic flasher lights.
 - Directional Signals.
 - Automation system for lighting and store PT
 - Projection screen (electrical and mechanical)
 - Barilux cleaning and maintenance (Lighting) at Parallel Tower and Nabatieh stores
 - Support for installation of cables (Data, Power, line) shall be provided to MIC1 team by the Maintenance Company resident and rotating team in all MIC1 premises (Buildings, stores and warehouses)
 - Cable trunk and spiral when needed.
- **Air conditioning unit and VRV, listed in below but not limited to:**
- Cleaning and maintenance of HVAC systems
 - VRF units
 - VRV systems for MIC 1 floors including storage, technical rooms, and canteen.
 - Central units (Compressor \ Ventilator)
 - Split units.
 - Ductwork cleaning, repair, and insulation to maintain proper airflow and temperature control.
 - Replacement or repair of faulty HVAC components, such as but not limited to filters, fans, or thermostats. Installation and replacement of trays for the AC drains.
 - Installation of U-channels for the ACs.
 - Fresh air extractors.
 - Extractors for PT Canteen B1.
 - Balancing and adjustment of HVAC systems to ensure optimal performance and energy efficiency.
- **Fire alarm system, listed in below but not limited to:**
- Fire alarm / fire detection systems for MIC 1 buildings. (Pine & PT).
 - Fire suppression system for MIC1 floors and areas excluding maintenance of fire extinguishers (Pine & PT).
 - Sheathes & Valves against fire.
- **Hydraulic system listed in below, but not limited to:**
- Floor heating system at AS Chtoura (Burner, pipes...)
 - Plumbing works; sewage, drinking water, rainwater, irrigation... (Excluding outside manholes and gutter drains).
 - Installation and replacement of plumbing components, such as valves, pumps, and water heaters.
 - Clearing and unclogging of drains, sewers, and stormwater systems.
 - Sanitary fixtures
 - Water Pumps
 - Water and Fuel Tanks – where applicable
 - Water Treatment system – where applicable

- **Instrumentation listed in below, but not limited to:**
 - Installation and calibration of instruments, such as flow meters, pressure gauges, and temperature sensors.
 - Inspection and testing of control valves, level sensors, and analytical instruments
 - Validation and verification of instrument accuracy and reliability
- **Generating units listed in below but not limited to:**
 - Generating Units in Pine building and stores Mina, Miniara, Baalback and Nabatiyeh; PM and CM service, spare parts, and consumables below 150 US Dollars.
 - PM schedule check on the water, oil, and filters... to be submitted by bidder.
- **Landscaping maintenance listed in below but not limited to:**
 - Irrigation system for PT external planters and Pine floors planters (Pump, solenoid valve, irrigation pipe, drains...)
 - Surrounding cleaning (Plant...) in Miniara store
 - Surrounding cleaning (Plant...) in PT Parking Abou Sleiman
 - Landscaping at Pine floors balconies.
 - Landscaping inside MIC1 floors (Chief offices)
 - Landscaping external planters, in front of stores Parallel Towers and Pine including green area in front of the entrance of Pine building.
- **Elevators listed in below but not limited to:**
 - Lifts at Pine building (Check Annex 1)

b. INDIRECT MAINTENANCE: Inclusions as per Annex 1

- Lifts
- Landscaping
- UPS
- Fire Alarm systems
- Fire Suppression System
- VRV Systems
- Automated Sliding Doors
- Automation system,
- Music Public Address
- Audio Video

c. INCLUSION and EXCLUSION Notes for Direct and Indirect Maintenance Scope of Work (PINE/ /Parallel/ Stores/Technical Warehouse)

Inclusions:

- Thermal Imaging - Once a Year
- PAT Testing - Once a Year
- HSE Related Services
- Energy Audit for Pine and Parallel Tower with recommendations for further optimization of energy, where applicable
- Asset Capturing

- Condition Report - Once a Year
- Interventions that require constant application of repairs, such as access panels (Maintenance and AC machines openings) in Parallel towers, shall be reported and coordinated with MIC1; Touch up paint shall be applied. However, once the color differs from the rest of the ceiling or wall, the painting of the whole ceiling or wall shall be charged separately.
- Move/replacement or Installation of items shall be within the scope of work provided by the resident resources and rotating teams without interfering with their preventive/corrective maintenance schedule or within their working shift. For example, request for relocation of an AC unit. However, cost of spare parts resulting from such requests (additional piping, extra refrigerant, insulation, brackets, etc.) shall borne by MIC1 as this is not maintenance works. This shall be applicable for all MIC1 premises as buildings, stores, and technical warehouses.
- Treating minor rust accumulation on tanks surfaces, staircases surface etc. is within the Maintenance Company scope. Major/full treatment of paint is excluded.
- Interventions that require constant application of repairs, such as access panels (Maintenance and AC machines openings) in Parallel towers, shall be reported and coordinated with MIC1; Touch up paint shall be applied. However, once the color differs from the rest of the ceiling or wall, the painting of the whole ceiling or wall shall be charged separately.
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- Treating minor rust accumulation on tanks surfaces, staircases surface etc. is within the Maintenance Company scope. Major/full treatment of paint is excluded.
- Paint cracks, damages shall be reported to MIC1 by the Maintenance Company.

Exclusions:

- Unseen, hidden, and inaccessible areas for inspection, such as inside water/fuel tanks etc., are not within the responsibility of the Maintenance Company
- Data network and digital screens, computer systems and office machinery are excluded from the Maintenance Company scope of work. However, support for inspection shall be provided by the Maintenance Company resident team at Pine & PT.

General Notes:

- The Maintenance Company shall exercise caution and care during its interventions in MIC1 premises to perform or execute any job. Protection material such as plastic/cartoons shall be used where necessary.
- The Maintenance Company (Resident team in Buildings and Rotating team in Stores & Technical Warehouse) is responsible to do the follow-up and On-site Supervision on the assigned Subcontractors for Indirect maintenance and during major Corrective Maintenance in MIC1 premises in full coordination with MIC1 responsible team. Damages resulting from the subcontractors shall be borne by the Maintenance Company under its insurance coverage policies.

- d. The Maintenance Company list of any maintenance or repair work not mentioned in clause 2.1 (scope of work) which is considered outside the resident and rotating teams' scope and capabilities and the need for third-party intervention (with no subcontract agreement), as well defined in compliance to the RFT documents, required in clause 10.2

2.2 Contractual documents

The contract is made up of the following documents, in order of precedence:

- The present Provisions
- **Annex 1** – Subcontractors List

2.3 Personnel Distribution

The maintenance company distributes its employees and technicians to various responsibilities and intervention strategies in accordance with preventive and curative procedures.

The maintenance company must ensure that the various MIC1 systems in the different locations mentioned in article 2.1 are in good working order and that they benefit from an appropriate maintenance program. Therefore, the Maintenance Company must properly provide a team, distributed as follows.

- **One engineer** in charge of organizing and managing the responses shall be present on site at least twice a week.
- **Resident team** for the headquarters buildings; Pine and Parallel Towers
 - **One senior team leader** and two skilled technicians in HVAC, electrical and plumbing permanently present on site:

From Monday to Friday at Pine, and Parallel Towers

- **1 Technician** from 7.00am to 4.00pm serving PINE, (each 9 hrs. shift, 5 days a week plus 5 hrs on Saturdays)
- **1 Technician** from 8.00am to 5.00pm serving PINE, (each 9 hrs shift, 5 days a week plus 5 hrs on Saturdays)
- **1 Technician from** 8:00am to 5:00pm serving Parallel Towers (each 9 hrs shift, 5 days a week plus 5 hrs on Saturdays)
- Rotating team serving for the buildings as support in case of urgency (even after MIC1 business hours) or when resident team fails to solve or inspect critical matter.

All technicians have basic knowledge of other trades and accordingly can organize first level intervention.

Technicians shall have good communication skills. English language ability is mandatory for the resident team members.

- **Rotating team** serving regional Stores and Technical Warehouse; PM visits once per month, CM interventions and support in case of urgency (even after MIC1 business hours)
- **Sundays:** in case of emergencies for Buildings, Stores and Technical Warehouse
- No additional charges for technicians and specialized engineers for hours over and above the usual working hours should the need arise.
- 24/7 helpdesk service
- Maintenance team members must always wear uniform.
- Resident Technicians: English knowledge (Read, Write) and Computer Skills is a must.

2.4 Order of precedence

In case of ambiguity or contradiction between two or several contractual documents, the document which was the subject of the tender shall prevail.

2.5 Scope of intervention, conditions, and requirements, included in the RFP document in all its articles are an integral part of this contract.

Article 3 Contract Value

3.1 The amount of work remuneration shall be detailed according to the scope detailed in article 2 and attached Annex 1.

The amount of the work remuneration as of the effective date of the present contract is fixed at **US Dollars XXXXX per month** excluding VAT.

The present amount of the work remuneration shall be valid and fixed for **4 year** subject to change only with the minimum wage amendment by a governmental decree with the transportation fees modification and any changes in law, and unit prices after deployment of any new site (Floor or Store) of MIC1 on the Lebanese territory. Fees will be added to the monthly invoice. Similarly, when maintenance services are terminated at any location, they will be deducted from monthly invoice.

According to the payment schedule attached hereto, the amount of the maintenance remuneration as of the effective date until the termination date of the present contract is as follows:

	Yearly Fees
Total Direct Maintenance (Buildings, Stores & Warehouse)	
Total Indirect Maintenance (Subcontract fees)	
S/C Management Fees	
Grand Total USD	

- Breakdown for IN-Direct PM and CM service fees included in Annex 1
- Breakdown for Direct PM and CM service fees per location in below table.

Buildings	
Location	Annual fee Excluding VAT
Pine	
Parallel	

Stores	
Location	Annual fee Excluding VAT
AS Pine	
AS Parallel Towers	
AS Jounieh Ghadir	
AS Jbeil	
AS Tripoli Mina	
AS Halba - Miniara	
AS Bikfaya	
AS Unesco	
AS Saida	
AS Nabatiyeh	
AS Chtoura	
AS Jab Jannine	
AS Baalback	
AS Tyr to be invoiced upon deployment date	

Technical Warehouse	
Location	Annual fee Excluding VAT
Jeita	

3.2 Direct and Indirect Maintenance Service Fees Inclusions:

1. Direct and Indirect maintenance requirements detailed in Article 2.
2. Consumables and spare parts for Direct maintenance scope up to \$150 per unit item excluding VAT with the exclusions of spare parts mentioned in the “Exclusions” clause 3.3.
3. Spare parts up to \$150 excluding VAT for indirect maintenance of selected systems listed in Annex 1
4. Transportation and tools needed for maintenance operations in MIC1 premises.
5. Relevant insurance policies as detailed in article in article 9
6. 24/7 helpdesk service

3.3 Direct and Indirect Maintenance Service Fees Exclusions:

1. Cost of spare parts and consumables for direct Maintenance scope **above \$150** per unit price excluding VAT (The Maintenance Company not to charge any cost plus), with the exclusions of spare parts mentioned in the “Exclusions” clause 3.4.
2. For the avoidance of doubt, MIC1 shall pay the full amount of spare parts with unit costs above \$150.
3. Cost of maintenance interventions for POP locations. Visits to be charged at \$ XXX excluding VAT.
4. Cost of spare parts for POP locations irrespective of their value.
5. Cost of spare parts regardless of unit cost for indirect maintenance for systems as per Annex 1 (Subcontracts excluding SP – under and over \$150 usd)
6. Cost of energy consumables like fuel, gas, UPS batteries as detailed in clause 3.4
7. Cost of total replacement of equipment and furniture.
8. Cost of furniture upholstery above \$150 per unit
9. Cost of waterproofing works above \$150 of total cost
10. Cost of structural repairs including cracks and damages
11. Cost of Aluminium/Steel/Glass/Carpentry works out of Resident and Rotating Team capacity such as.
 - Full aluminum repairs and replacements
 - Glass panels replacements
 - Carpentry works such as dismantling of partitions and resizing them to fit a new layout.
 - Etc.
12. Cost of painting works beyond touch up **(0.5m2)**.

13. Cost of access equipment for replacement of equipment and/or glass claddings and panels etc (such as cranes, erection of façade scaffoldings, etc)
14. Cost of interventions by rotating team to support in decorative and or redecoration activities in stores and technical warehouse.
15. Cost of interventions by rotating team to dismantle equipment or furniture in stores and warehouse and cost of transporting them.
16. Cost of Parallel Tower common areas maintenance and underground parking area such as lights, power, tanks and pumping stations, firefighting systems, emergency escape staircase.
17. Cost of Parallel Tower **common areas** specialized systems such as elevators, generators, data center, landscaping at GF, water treatment system, fire suppression system at NOC, BMS, CCTV, Access Control system, HVAC for common areas, etc.
18. Cost of soft services such as cleaning, security, pest control, etc.
19. Cost of any specialized system not mentioned in the inclusions table above and cost of Access Control system maintenance (by MIC1)
20. Cost of Fire extinguisher maintenance and refill
21. Cost of newly added equipment and specialized equipment in the premises (PT, Pine, Stores, and technical warehouse) after date of contract signature.
22. Cost of PM interventions of subcontractors over and above their set limit of time of number of interventions, as per details in Annex 1
23. Cost of Specialized subcontractors outside what is listed in Annex 1
24. Cost of IT equipment and software maintenance (network cables, switches, computers, screens, servers, software, etc)
25. Cost of Data Center specialized equipment maintenance.
26. Cost of Office equipment maintenance (printers, fax machines, scanners, card printers, etc)
27. Top and major and any overhauling of generators (generating sets)

3.4 Spare Parts and Consumables fees Inclusions and Exclusions

The mission includes provision of spare parts and consumables for Direct Maintenance amounting up to /\$150 Excl VAT per unit (except for exceptions mentioned in exclusions clause 3.3 and in Annex 1)

Beyond such amount, the Maintenance Company shall charge MIC1 for these parts upon request submittal and prior approval.

Fuel and gasoline as well as all form of energies (UPS batteries) necessary for the functioning of the equipment are not part of the consumables agreed upon.

Preventive and Healing maintenance: complete maintenance applied to the whole sites of MIC1 and as detailed in article 2, including:

- All Consumables and Spare parts of a value up to 150 US Dollars
Examples but not limited to, AC Freon, lamps, Oils, Filters, Coil cleaners, fans, belts, different types of lamps, fluorescents, halogens, LED lights, plugs, Data sockets, elbows, starters, timers, alarm, universal remote controller and remote-control batteries, emergency door siren batteries, emergency exit signs, fire alarm panel batteries, Generator Battery...etc.)
- Minor repair works (any type) due to occurrence of any faults or issues that arise with the equipment or systems covered under the agreement of Maintenance Company costing below 150 US dollars, as mentioned in article 2.1.
- Only UPS Batteries are excluded.

3.5 Performance and Results Obligation

The Maintenance Company undertakes to respond within deadlines set forth in the enclosed table (answer time) and to carry out every possible step in order to insure the good functioning of installations and work within the premises.

If it fails to reach such performance, the Maintenance Company shall be subject to penalties or to a simple termination of the contract in case of a series of continuous failures according to the following provisions:

The Maintenance Company's failure shall be evaluated according to the following table:

Level	Circumstances (as a rough guide)	Intervention deadline	Penalty
Emergency Case 1 (BUILDINGS)	Sudden Outages: Electrical (Power, UPS, Network...) Generators, Elevators (if all elevators are off; intervention is to inspect and make safe), Sliding doors, AC, water leakage,	Immediate Action Starting from a written communication (max of 30 mins) IN & OUT of MIC1 business hours	\$200/ day's delay
Emergency Case 1 (STORES & WAREHOUSES)	Sudden Outages: Electrical (Power, UPS, Network...) Generators, Sliding doors/Gates, AC, severe water leakage or flood and Shutter doors (If urgent)	Immediate Action Starting from a written communication (max of 1 hour) IN & OUT of MIC1 business hours	\$200/ day's delay
Emergency Case 2	Malfunctioning of a working desk, up used lamps, clamped locks, greasing, assembling & dismantling of office furniture, sanitary, shutter doors	5 Working hours starting from the written notification sent by client.	\$1000/ hour's delay
Emergency Case 3	False ceiling, floor plates, painting finishing, general sanitary, repair of office furniture...	2 Working Days starting from the written notification sent by client.	\$100 / day's delay

Emergency Case 4	Major problems of malfunctioning needing hard material: Electrical Panel board, Turbine, Pump...	5 Working Days starting from the written notification sent by client.	\$100/ for every 5 days delay
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In any case, shall be considered as an emergency Case 1, every malfunction resulting, partially or totally, in work interruption caused by one or several employees of the Maintenance Company

The penalty value shall be paid in the same way MIC1 pays the Maintenance Company for Direct and Indirect Maintenance.

Article 4 Performance Bond

A mandatory Performance bond from winning bidder' bank to MIC1 with a value of 10% of the quoted services should be presented upon tender award only within 15 days from contract start date.

The performance bond shall remain valid and effective from the date of issuance up to the contract expiry date.

The Performance Bond is ruled as by the article 35 of Public Procurement Law 244 dated July 19th, 2021.

Article 5 Professional Skills

The Maintenance Company acknowledges, at the risk of contract termination, that it is, as well as its staff, fully skilled, and capable of the execution of works, subject of this contract.

Article 6 Representatives

MIC1 and the Maintenance Company shall appoint a representative in charge of securing coordination between the parties. No other person shall be entitled to give any order or specific instruction. All requests or reports of responding shall be drawn up in writing and shall precisely specify the date and time of issuance and reception of message.

Article 7 Access - Discipline - Exclusivity

MIC1 shall provide the Maintenance Company's technicians and engineers with access to site.

The Maintenance Company shall be held responsible for its employees' behaviors, discipline and any damage caused by them on site via a third-party liability insurance plan.

MIC1 may ask to replace a technician or an engineer for disciplinary, incompetence or behavioral reasons.

MIC1 undertakes not to hire any the Maintenance Company employee within 2 years as from the end of contract.

Article 8 **Emergency**

The Maintenance Company shall answer emergencies for responses and repairs 24/24 around the week.

In case of emergency, the MIC1's representative must inform the Maintenance Company of the nature of the problem so that the response takes place in due course.

Article 9 **Subcontracting**

Subcontracting all or part of the maintenance works must be approved by MIC1. Such approval must cover the subcontractor in person as well as the subcontracting technical conditions. For that purpose, the Maintenance Company must submit in advance to MIC1 the qualifications and references of the subcontracting company in addition to the technical conditions of the contract that it is willing to sign with the latter.

In case of underperformance of any of the subcontractors, the Maintenance Company may seek the replacement upon approval of MIC1 (Detailed breakdown attached – ANNEX1)

Concerning specialized systems, the Maintenance Company may have recourse, after the prior approval of MIC1, to specialized subcontractors and suppliers. However, the maintenance provider shall assume the responsibility and keep confidential the subcontract fields or systems.

Article 10 **Insurances**

Upon signature of the contract, the Maintenance Company shall produce an insurance, covering its liability for all losses or personal and material damage incurred by third parties (including MIC1) due to its intervention:

- Personal damages per persons / 15,000 USD
- Material damages / 40,000 USD
- Maximum Indemnity per complaint / 100,000 USD

It is agreed that the said Insurance does not exclude the civil and criminal liability of the Maintenance Company in accordance with prevailing laws and regulations.

The Maintenance Company shall be the holder within a maximum period of 10 days following the signature of an insurance contract "civil responsibilities works" by virtue of Lebanese law in force.

Insurance must cover, during the whole period of the contract, monetary consequences of corporal, material and moral damages caused to maintenance teams' members and to third parties (including the Client Company) in particular, accidents, fire, explosion, water flow, theft, or any other reason that occur during or after work of the Service provider.

This insurance “civil responsibilities works” will guarantee an unlimited amount for corporal damages whether during work execution or following the Service provider’s term of the office.

Article 11 **CMMS Software**

CMMS software chosen by MIC1 for the maintenance operations is ERP software. Since each party has the software application, the purchase of a license is not to be foreseen.

The data base should be installed at MIC1. The Maintenance Company is bound by an absolute confidentiality obligation with regard to all information that might be handed and integrated in the data base by it.

Article 12 **Environment and Occupational Health and Safety”**

The Maintenance Company is bound to comply with MIC1 requirements regarding the “Environment and Occupational Health and Safety” mentioned in the Supplier Compliance Form

Article 13 **Mode of payment**

Payments shall be made thirty (30) days after the submittal of the invoice at the end of the month in LBP at market rate on payment date set by MIC1. VAT will be settled as per MoF last decrees.

Spare parts bills exceeding /150/USD excluding VAT, shall be submitted to MIC1 at the end of each month. Payment thereof shall be made before the 1 month of the following month as detailed in Article 3
All payments will be settled in LBP at market rate on payment date set by MIC1.

Article 14 **Term of the Contract**

The present contract shall be valid for a 4 years period as signature date.

Article 15 **Modification**

The present contract cannot be modified unless by addendum signed by both parties.

Article 16 **Termination**

1. MIC1 has the right of termination of this contract should the Maintenance Company fail to comply with any of the conditions stipulated in this contract. Upon termination for cause, the Maintenance Company shall indemnify MIC1 for all relevant losses.
2. MIC1 shall have the right to terminate the present contract at any time by sending a two (2) months prior written notice of termination by registered mail to the Maintenance Company.
3. Since MIC1 has informed the Maintenance Company that it is managing one of the two mobile networks on behalf of the Republic of Lebanon/Ministry of Telecommunications, the present agreement is rightfully terminated with immediate effect by a written notice sent to the Maintenance Company without any cause of action or recourse against MIC1 upon MoT request.
In all cases the termination shall not give the Maintenance Company the right to claim for any compensation of any kind and the Maintenance Company hereby waves its right to file such a claim.
4. During the contractual year, the Maintenance Company may increase its charges by giving one month's prior notice if and to an extent that the Maintenance Company costs are increased due to increase in minimum wage, fuel cost and transportation fees modifications, any changes in law (including their retroactive effect if any) but only after contract signature date (xxxxxxxxx)
5. In the event that the Maintenance Company gives the notice as described above, and if any such increase or increases are not approved by MIC1 within 1 month of receipt of notice in respect thereof, then the Maintenance Company 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.

Article 17 **Notices**

In case of the Maintenance Company negligence, a formal notice shall be sent, by registered courier to the Maintenance Company, so that the latter remedies its negligence. If the Maintenance Company fails to remedy within 10 days, MIC 1 shall be entitled to terminate the contract on the full liability of the Maintenance Company and claim full indemnity.

Article 18 **End of contract Obligation**

In case of non-renewal, the Maintenance Company shall submit, two months before the end of contract, all documents, statements, plans and any related documents which are necessary for the normal continuity of the maintenance as per MIC1 needs.

In case such documents are not submitted, their re-drafting shall be made at the Maintenance Company expenses and back charged to its monthly payment.

If the present contract is terminated for whatsoever reason the Maintenance Company shall within a period of one month submit all documents, statements, plans and any related

documents which are necessary for the normal continuity of the maintenance as per MIC1 needs.

Article 19 **Assignment**

MIC1 has, under a 15-day notice delivered either by a registered or notarised letter to the Maintenance Company, an irrevocable right to assign the present Contract 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 MIC1 by the Maintenance Company, and this starting the effective date of the assignment.

Article 20 **Confidentiality**

The Non-Disclosure Agreement signed between both parties on March 16, 2010, is considered an integral part of this contract and shall govern all confidentiality issues arising under this contract starting from its effective date.

Article 21 **Force Majeure**

“**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.

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:

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

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

In case the Affected Party does not comply with Article 21.2.2 it forfeits its rights under this Article 21, ‘Force Majeure’; and

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

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 22 **Anti - Corruption**

The Maintenance Company 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. The Maintenance Company 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 23 Settlement of disputes

Any dispute arising out of the interpretation and/or the execution of the contract shall be settled by the Courts of Beirut.

Article 24 Registered Offices

The parties have elected their address at the addresses mentioned at the beginning of the contract.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement to be executed onin one (1) original copy to be kept at MIC1 premises and **the Maintenance Company** shall receive a certified true copy of such original.

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

For Maintenance Company

General Manager

Rafic el Haddad
Chief Financial Officer