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استوفى رسم وغرامة مالي
عوض التحلل رقم 11.14.953
قيمة الرسم : 449.930.000
قيمة الغرامة : 449.930.000
المجموع : 899.860.000

المراقب

ليلى سرحال

Contract for the provision of MIC2 2026 Network Upgrade Service

"The Contract"

This Contract is made and entered into by and between:

Mobile Interim Company No.2 S.A.L., a company registered under the laws of Lebanon, incorporated at the Trade Register of Beirut under the number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon;

(Hereinafter referred to as "MIC2")

AND

HUAWEI Technologies (Lebanon) S.A.R.L., a company registered under the laws of Lebanon, incorporated at the Baabda Trade Register under number /2079651/, and registered at the Lebanese Ministry of Finance under the number /1871417/, electing domicile at 14th Floor, Qubic.Center Building, Sin El Fil, Daoud Ammoun St, Baabda Lebanon.

(Hereinafter referred to as "Huawei")

MIC2, Huawei are individually referred to **"Party"** and collectively referred to as **"Parties"**.

Recitals:

Whereas MIC2 operates the second mobile network for the account and for the benefit of the Republic of Lebanon;

Whereas Huawei desire to provide services to the products related to the EOX Modernization project.

Whereas MIC2 has accepted that Huawei enter into direct contractual relationship for the subject matter of this Contract.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the Parties agree this Contract as follows:

Article 1: The entire Contract

- The above Recitals and all attachments hereto constitute an integral part of this Contract and supersede all agreements and representations made by either Party, whether oral or written.
- Huawei has submitted a proposal/offer "Annexes 1, and 2" for the abovementioned Services and MIC2 has accepted the offer under the terms and conditions of the present Contract.

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Article 2: The attachments

The attachments to this Contract consist of the following:

- "Annex 1": Price summary
- "Annex 2" : The Technical Scope which include the Service Proposal & PIP;
- "Annex 3" : Down Payment Guarantee
- "Annex 4": Performance bond
- "Annex 5" : Commitments.

Article 3: Objectives of the Contract

The Contract covers the provision to MIC2 with Services as per the terms and conditions provided for in the present Contract.

Article 4: Suppliers Obligations: Services and Quality

- 4.1. All Services supplied must:
 - 4.1.1. Be provided diligently, with reasonable skill and care and using suitably skilled and appropriately experienced personnel;
 - 4.1.2. Be provided in accordance with Best Industry Practice;
 - 4.1.3. Be in accordance with all prevailing legislative and regulatory requirements in the Territory;
 - 4.1.4. Comply with business Environmental Social Management Plan (also called ESMP);
 - 4.1.5. Not infringe the rights of any third party or cause MIC2 to infringe any such rights.
- 4.2. MIC2 reserves the right to reject or require re-performance of any Service which is defective or which is otherwise not in accordance with the agreed specifications of this Contract and/or any relevant Purchase Order.
- 4.3. Huawei undertakes that the Services provided are with the utmost diligence.
- 4.4. Huawei shall be accountable/liable/committed to all agreed deliverables, scope and SLA under this Contract. For the avoidance of doubt, any failure by either Party to perform its obligations under this Contract, including but not limited to service delivery obligations or payment obligations, in a manner that materially affects the purpose of the Contract, shall constitute a material breach.
- 4.5. MIC2 Technical Team shall be able to contact Huawei Team directly corresponding to all tickets, cases and problems encountered by any technical requirement related to the contracted scope herein. Similarly, Huawei Team shall get back to MIC2 Team in the same way.
- 4.6. Huawei undertakes to adhere to its commitments listed in Annex 5 (enclosed).



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Article 5: Resources and Access

Huawei undertakes that If Huawei or any Relevant Personnel shall require access to any:

5.1. Premises or Sites of MIC2:

Access shall be made available only at such times as shall be agreed by MIC2 in advance and subject to the Relevant Personnel acting in conformity with MIC2's health and safety, dress, smoking, security and other regulations and policies applicable at those premises at the time of the access. Relevant Personnel who fail to comply with such regulations and policies or whose conduct or appearance is otherwise unacceptable to MIC2 may be excluded from the premises without liability. No Relevant Personnel shall be entitled to have access to any part of the premises or Sites which is not strictly necessary in connection with the provision of the Services or shall take action which may impede or disrupt others working at the premises save as authorized in writing by MIC2;

5.2. IT systems or infrastructure of MIC2 (including the Network):

Access shall be made available to Huawei only in such manner and subject to such safeguards as MIC2 shall designate in writing. Huawei undertakes to ensure that no viruses are introduced or, save as authorized in writing by MIC2, changes made to such systems or infrastructure and undertakes to notify MIC2 immediately in the event that Huawei becomes aware that any non-compliance with this condition may have occurred.

5.4. Access to network

5.4.1. Huawei must not have any access to MIC2 network elements or entities and must not have any user on these network elements preventing them to be aware of any network element IP, except if network access and data processing are required during maintenance, then Huawei should be obtained the needed authorization by MIC2.

5.4.2. Huawei must not have any visibility on any of the network data, configuration data, customer data, raw data and any data including and not limited to traces, logs exchanged while opening tickets, troubleshooting faults, performing checks and activities tackled by Huawei team, except if network access and data processing are required during maintenance, then Huawei should be obtained the needed authorization by MIC2

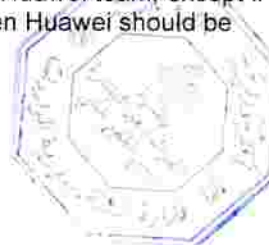
Article 6: Services Fees, Invoicing and Payment terms.

6.1.1 Service Fees:

The total amount of this Contract is USD / **2,094,749.03/ Two Million Ninety Four Thousand Seven Hundred Forty Nine** United States Dollars and three cents; all prices are signed and invoiced in USD, and shall be paid in Fresh USD, In case VAT amount under service PO will be mentioned in the PO, then and in order to avoid dispute, the VAT of the invoice shall be invoiced in USD, and the payment currency and exchange rate (if involved) of the VAT shall follow the tax law of Lebanon; VAT shall be settled as per the Lebanese tax laws imposed.

6.1.2 Payment terms

Fifty percent (50%) of the total value of this Contract to be invoiced by Huawei upon MIC2 signature to this Contract as down payment and should be paid by MIC2 to Huawei within Sixty (60) days from invoice



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issuance date and down payment bank guarantee submission ; provided that the Contractor simultaneously issues in favor of MIC2 an irrevocable and unconditional "down payment bank guarantee" in fresh USD

And the remaining fifty percent (50%) to be invoiced upon PAC (Provisional Acceptance Certificate) issuance and will be paid by MIC2 within Sixty (60) days from invoice issuance date.

- 6.2. The prices herein exclude any import customs duties (if any), VAT, WHT or any other taxes that might be levied in Lebanon. Both Parties shall bear their respective taxes and duties in accordance with applicable laws and regulations as per the Lebanese laws, rules and regulations (including the stamp duty amount).
- 6.3. Both Parties shall bear their respective taxes and duties in accordance with applicable laws and regulations, MIC2 shall provide Huawei a certificate after sixty (60) days from the declaration and payment to relevant authority supported by the receipt of WHT paid in case applicable.
- 6.4. The above fees constitute all the financial entitlements of Huawei from MIC2 under this Contract, and it includes all expenses that may be incurred by Huawei in relation to the Contract.
- 6.5. MIC2 to do the payment to below Huawei Bank details:
- Bank account name: Huawei Technologies (Lebanon) S.A.R.L
 - Account number: 0101USD1519217906901
 - Currency: USD
 - Swift Code: FSABLBXXXX
 - Bank City: Beirut
 - IBAN: LB9500010101USD1519217906901
 - Bank country: Lebanon

Article 7: Term and termination

7.1. Term

This Contract shall be valid from its signature date and **shall remain valid for Eighteen (18) months after POD**, and may be renewed or extended upon the written agreement of the Parties hereto.

If at the time of expiry, some obligations have not been accomplished yet, the present Contract shall be deemed extended until the fulfillment of the said obligations upon both parties' agreement.

7.2. Termination

7.2.1. This Contract and/or any Purchase Order(s) issued under it shall be terminated without any liability whatsoever on MIC2 under the provisions of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021, having Article (40) of the said Law to apply herein as well.

The damages in such case and for any case of termination shall be determined to the favor of MIC2 under the terms of the last section of Article (33) of the said Public Procurement Law.

HUAWEI hereby announces and declares its total awareness of the terms and conditions of the said Articles.



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7.2.2. If at the time of expiry or early termination of this This Contract, the Products and/or Services ordered by MIC2 as per a given Purchase Order have not been totally supplied and provided, then this This Contract shall be deemed extended until the full supply and provision of the Products and/or Services, and MIC2 shall nonetheless retain its right to request HUAWEI to pay compensation for such delayed supply and provision if the delay is due to HUAWEI's default.

7.2.3. Either Party has the right to terminate this Contract upon its sole will and discretion and for any reason of its own, without having the obligation to state such reason(s), by providing the other Party with a written notice period of (30) Thirty days without having to pay to the other Party any compensation or indemnity due to such termination. In such case, MIC2 undertakes to pay to Huawei the price of all manufactured, in transit and/or delivered material to MIC2 until the date of effective termination.

Article 8: Infringement

8.1 Huawei undertakes to defend and hold MIC2 harmless against any claim arising in relation to patent or the Intellectual Property Rights of any Software used by Huawei in the provision of the Services under this Contract.

8.2. MIC2 agrees that if Huawei provided Software becomes, or in MIC2's opinion is likely to become, the subject of such a claim, MIC2 will request Huawei, at its own expense and responsibility, either:

- (i) To procure for MIC2 the rights for continued use of the Software;
- (ii) To modify the Software so that it no longer infringes on any such Intellectual Property Rights; or
- (iii) To replace the Software with an equivalent Software that does not infringe on any such Intellectual Property Rights, or
- (iv) If none of the foregoing alternatives is available on terms which will resolve the infringement, MIC2 can stop using and return Huawei provided Software for full credit on the Software that is the subject of the infringement claim.

Article 9: Liability

9.1. Neither Party may bring any claim arising out of any alleged breach of this Contract and/or any Purchase Order, regardless of form, more than two (2) years after the cause of action has occurred or should have been known to have occurred by the claiming party.

9.2. A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.

9.3. Huawei's total liability under this Contract and/or Purchase Order to be issued pursuant to this contract for any relevant claim is limited to (100%) of the Purchase Order value.

9.4. Notwithstanding any other provision of this Contract and/or Purchase Order, neither Party (nor its Affiliates) shall under any circumstances be liable for any special, Indirect Losses, consequential or incidental damages including but not limited to lost profits, lost opportunities, loss of privacy, loss of security, lost revenues or damages, loss of data, loss of reputation arising under or in connection with this Contract and/or Purchase Order. For the avoidance of doubt, "Indirect Losses" means loss

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of profit, loss of use, loss of production, loss of data, loss of business, loss of business opportunity, loss of reputation or good will or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

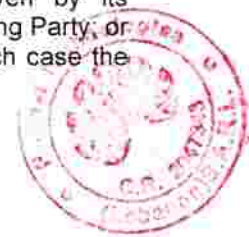
Article 10: Indemnity

- 10.1 The Offending Party (either Party of The Contract) undertakes, at its sole expense, to defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against the other, provided that the Offending Party shall be given (i) prompt notice of any such claim or suit; and (ii) full opportunity to defend such suit, and (iii) that the Offended Party does not settle any claim without prior and written authorization from the Offending Party. The Offended Party may, at its election, participate in the defense and shall cooperate fully in defending any claim or suits. The Offending Party shall pay all reasonable costs, expenses, and legal expenses incurred by the Offended Party in connection with any such claim or suit or in enforcing this indemnity Clause, provided a valid claim is presented. In this Article (10), references to "loss" and "claims" include all associated costs, liabilities and expenses including legal costs.
- 10.2 Huawei is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with MIC2. Huawei must carry an insurance policy covering all Huawei staff working on site during and in the occasion of Services provisioning as well as damages caused solely by Huawei's representatives' work on site.
- 10.3 Huawei undertakes to fully indemnify MIC2 upon a final judgment based exclusively on the determination of the existence of an infringement originally imputable to Huawei sole fault against:
- (i) Any direct loss or damage to tangible property caused to MIC2 or for which MIC2 may be liable to third parties to the extent it arises solely out of any omission, neglect or willful default of Huawei or its officers, employees, agents or representatives.
 - (ii) Any direct damages caused to MIC2 or MIC2's existing network, and/or for which MIC2 may be liable to the Republic of Lebanon or to any other person, when such damage arises solely out of any omission, neglect or default of Huawei during or in connection with the supply of Services under this Contract.



Article 11: Confidentiality

- 11.1. Each Party (hereinafter the "Receiving Party") agrees to keep all Confidential Information received from the other party (hereinafter the "Disclosing Party") in whatever form as strictly confidential and must not disclose it to third parties without the prior written consent of the Disclosing Party. Information must not be used by the Receiving Party for any purpose other than in connection with the purposes of this Contract and/or Purchase Orders. The foregoing obligations do not apply to any Information which: (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party; (c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; (d) is at any time independently developed by the Receiving Party as proven by its contemporaneous written records; (e) is expressly authorized in writing by the Disclosing Party; or (f) is required by law, court order or a governmental agency to be disclosed (in which case the



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Receiving Party will give the Disclosing Party as much notice thereof as reasonably practicable and which will be done subject to confidentiality protection to the extent reasonably available).

The foregoing obligations do not apply to the Republic of Lebanon, represented by the Lebanese Ministry of Telecommunications, which is not considered as Third Parties to this Contract and are so entitled to access any Confidential Information hereunder.

11.2. Affiliates.

The Parties recognize that each of them is part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Information under this Contract to its Affiliates. For this purpose, each Party agrees (both as the Disclosing Party and as the Receiving Party hereunder) that: (a) the Receiving Party may disclose Information to an Affiliate but only to the extent that such Affiliate has a need to know such Information in order to carry out the purpose described herein; (b) disclosure by or to an Affiliate of a Party hereto is deemed to be a disclosure by or to that Party, as applicable; and (c) each Party guarantees the observance and proper performance by all of its Affiliates of the terms and conditions of this Contract.

11.3. Disclose only on need to know basis.

Each Party agrees to limit access to Information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for the proper performance of obligations under this Contract. The Parties undertake to use their best efforts to procure that any of their employees designated by the other Party enters into a direct confidentiality undertaking with the requesting Party in a form consistent with this Clause which is designated by the requesting Party and shall notify the requesting Party promptly if an employee refuses to do so. If either Party has reasonable grounds to suspect that an employee has placed the other Party in breach of these conditions or refused to enter into a direct confidentiality undertaking as provided above, such person shall, if the other Party so reasonably requests, be removed promptly from any further involvement in the provision of the Services.

11.4. Notwithstanding any other provision of this Contract, MIC2 hereby consents to the disclosure of such information in relation to this Contract or any Purchase Order as may be necessary for Huawei to assign any receivables to or disclose relevant information in relation to financing arrangements to any financial institution (but not by way of public offering document) subject to a similar confidentiality restriction being placed on any financial institution looking to acquire Huawei's receivables.

11.5. The Parties acknowledge that damages may not be an adequate remedy for such a breach and agree that either Party may pursue whatever legal remedy may be available at law to cure such a breach, including injunctive relief.

11.6. Nothing contained in this Article (11) shall be deemed to grant any license under any Intellectual Property Right.

Article 12: Force Majeure

12.1. Neither Party is liable for delay or failure to perform any of its obligations under this Contract and/or any relevant Purchase Order insofar as the performance of such obligation is prevented by a force majeure event.

12.2. For the purposes of this Contract, a force majeure event means any event which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, and shall include but not be limited to government measures, acts of nature, riots, acts of war, acts of terrorism, epidemics, major fire, economic or political sanctions, or natural disasters. For

avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractors' personnel.

- 12.3. Each Party undertakes to notify the other Party of the occurrence of such a force majeure event and undertakes to use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event. However, if any such force majeure event prevents a Party from performing all of its obligations hereunder for more than three (3) months, the other Party would have the right to terminate this Contract and/or any relevant Purchase Order by notice to the other Party in writing.

Article 13: Waiver and Cumulative Remedies

- 13.1. No failure of either of the Parties to exercise, and no delay by it in exercising, any right in connection with this Contract (each a "**Right**") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of this Contract shall not be deemed to be a waiver of any subsequent breach.
- 13.2. The Rights provided for in this Contract are cumulative and not exclusive of any other Rights (whether provided by law or otherwise) except as expressly set out in this Contract.

Article 14: Invalidity

If any provision in this Contract or in any relevant Purchase Order shall be held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of this Contract and the remainder of the relevant Purchase Order shall not be affected.

Article 15: Governing Law

This Contract and any Purchase Order issued hereunder shall be governed by and construed in accordance with the Lebanese laws and Regulations.



Article 16: Compliance with Laws

In the performance of this Contract, and any Purchase Order issued under this Contract, both Parties shall comply with all laws, regulations, codes of practice, regulatory requirements, decrees and other ordinances issued by any governmental or other state authority in Lebanon relating to the subject matter of this Contract and any Purchase Order and the performance by the Parties hereto of their obligations hereunder.

Article 17: Dispute resolution & Escalation procedure

- 17.1. In case of a dispute arising out of the Contract or any Purchase Order (both while in force and after its termination), the Parties will use all reasonable endeavors, acting in good faith, to settle the dispute amicably within fifteen (15) days from the date of the first request made by either party to hold a meeting with the other party in view of such amicable settlement. Such meeting shall be held at the principal place of business of MIC2.



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- 17.2. If the Parties fail to resolve their dispute through the escalation procedure, after the elapse of fifteen (15) days from the meeting referred to in above Clause (17.1), then all disputes arising in connection with the Contract termination or invalidation of this Contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Centre Arbitration Rules ("the Rules"), by three arbitrators appointed in compliance with the Rules. The place and venue of the arbitration shall be in Dubai, the language of Arbitration shall be in English.
- 17.3. The Parties undertake and agree that all proceedings conducted under this article shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the in the course of such Court proceeding shall be used solely for the purpose of those proceedings.

Article 18: Assignment

Huawei shall not assign this Contract, in whole or in part, or any right or obligation hereunder without the prior written consent of MIC2.

MIC2 may assign or transfer its rights and obligations under this Contract only to the Republic of Lebanon or an entity fully owned and controlled by the Republic of Lebanon, or an entity assigned by the Republic of Lebanon, provided that:

- i. MIC2 shall give Huawei prior written notice of such assignment; and
- ii. Such assignment shall be subject to Huawei's reasonable confirmation that the assignee assumes in writing all of MIC2's outstanding obligations and liabilities under this Contract as of the date of assignment.

For the avoidance of doubt, Huawei shall not unreasonably withhold such confirmation where the assignee provides sufficient financial and operational guarantees demonstrating the capacity to fulfill the Contract.

Article 19: Notices

- 19.1. Any notice or other communication of whatsoever nature under this Contract (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

For MIC2

Address: Beirut Central Building, Bloc B and Bloc C, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon

- 19.2. Any notice or other communication under this Contract shall only be valid and effective if in writing. Nothing in this Article shall affect the right of either Party to serve process in any manner permitted or required by law.
- 19.3. Either Party may inform the other Party in writing of any changes and its details set out in Clause (19.1) above. The change shall become effective on the 4th (fourth) Working Day from the deemed receipt of the written notice by the other Party.
- 19.4. Any notice or other communication under this Contract shall be deemed to have been received:

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- (i) If delivered by hand to an authorized person and acknowledged during Working Days to the designated physical address, on the date of delivery;
- (ii) If sent by pre-paid registered post in a correctly addressed envelope to the designated postal address and duly acknowledged by the receiver.
- (iii) If sent by electronic means, including but not limited to facsimile transmissions or electronic mail (email), and duly acknowledged by the receiver.

Article 20: Taxes

- 20.1. Each Party shall be liable for its applicable taxes levied by Lebanese laws.
- 20.2. Should a material change in any of the tax rates, laws or regulations occur in the Republic of Lebanon during the Term, then both Parties agree to meet and discuss in good faith finding a solution on an equitable adjustment of the contract price to protect both MIC2 and Huawei from detrimental impact without violation of tax laws or regulations as per Article 29 of the PPI no.244/2021.

Article 21: Down Payment Guarantee and Performance Bond

- 21.1. **Down Payment Guarantee:** Huawei undertakes to provide MIC2, within fifteen (15) days from the signature date of this Contract, with a Down Payment guarantee. Such Down Payment guarantee shall be issued by a Lebanese bank listed on the Lebanese Central Bank's list of accredited banks, or a foreign bank holding a credit rating of at least "prime" investment grade (BBB or above). The amount of the said Guarantee shall be equal to one hundred percent (100%) Fresh USD of the value of the relevant Purchase Order.

The Down Payment Guarantee shall remain valid and effective until PAC issuance date.

Huawei undertakes that the Down Payment Guarantee shall be issued as per the attached form Annex (3) and preapproved by MIC2 prior to its issuance.

- 21.2. **Performance Bond:** Within fifteen (15) days of the signature of this Contract, Huawei undertakes to provide MIC2 with one Performance Bond issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks or foreign bank, that have received a credit rating of at least a "prime" investment grade (BBB or above), the said Performance bond is for an amount equal to ten percent (10%) Fresh of the value of the relevant PO (including VAT if applicable)

The performance bond shall explicitly provide that the issuing bank guarantees, jointly and severally with Huawei, the payment of the amount of the guaranty to MIC2 upon MIC2's first request, without any objection or reservation or delay. The performance bond shall remain valid and effective from the date of its issuance until Final Acceptance Certificate (FAC).

In the event of any full or partial drawing, claim, or execution under the Performance Bond, Huawei undertakes to resubmit to MIC2 a performance bond in replacement of the one that has been executed, within fifteen (15) days from the date of said execution. This shall not be construed as an automatic or unlimited obligation to resubmit a new Performance bond, where submitting a new Performance bond cannot be done more than three (3) times throughout the Project Delivery plan.

Huawei undertakes that the Performance Bond shall be issued as per the attached form (Annex 4) and preapproved by MIC2 prior its issuance.

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Article 22: Nature of Relationship

Nothing in this Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose.

Article 23: Publicity

Both Parties acknowledge that the Contract will be published on the Public Procurement Authority (PPA) website as per the Public Procurement Law (PPL) no.244/2021

Article 24: Costs

Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into this Contract.

Article 25: Authority to Bind

- 25.1 Each Party hereto warrants and represents to the other that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Contract to be binding on it.
- 25.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Contract.

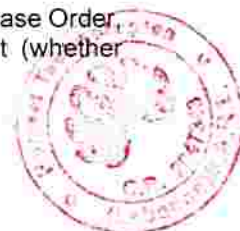
Article 26: Amendment and Variation

Variation to this Contract shall be valid in writing and signed by or on behalf of each of the Parties to it by its respective authorized representatives;

The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

Article 27: Whole Contract

- 27.1 This Contract, the attached Schedules hereto and any related Purchase Order represent the entire understanding between the Parties in relation to its subject matter and supersede all contracts, agreements and representations made by either Party, whether oral or written.
- 27.2 The Parties agree that, save as expressly set out in this Contract or in any related Purchase Order, neither Party will have any liability for any statement or representation made by it (whether



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innocently or negligently) upon which the other Party relied in entering into the Contract, unless such statement or representation was made fraudulently.

Article 28: Signature

In witness whereof, MIC2 and Huawei have signed this Contract on 09 / 10 / 2026 in two originals, each Party keeping one original.

Mobile Interim Company Number 2 S.A.L.

Huawei Technologies (Lebanon) S.A.R.L.

Karim Bek Salaam

Chairman General Manager

Signature

Nibal Matta Salameh

Chief Financial Officer

Signature

Name:

李河

Title:

CEO

Signature:



Stamp:

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Annex 1 Contract Fees and Price Summary

Lifespan and vulnerability

- 1) Unless agreed otherwise, 10 years for telecom (CT) equipment (including board) from its POD date (for the first 5 years or until the equipment in question reaches its full EOS date on Product level the board can support software upgrade and be accommodated with basic vulnerabilities management, for the remaining 5 years the board may not support software upgrade and will be accommodated with limited management for critical vulnerabilities only unless it did not reach its EOS date on Product level, in this case the board or product can be accommodated with basic vulnerability management);
- 2) Unless agreed otherwise, 5 years for IT equipment (e.g. servers, storage, access router, WLAN) from the POD date of its original primary equipment or until the equipment in question reaches its full EOS date on Product level
- 3) Unless agreed otherwise, 10 years for telecom (CT) standalone software and 5 years for IT standalone software from its POD date, or until the equipment in question reaches its full EOS date on Product level ;
- 4) Unless agreed otherwise, 3 years for each software release from its GA date or until the equipment in question reaches its full EOS date on Product level;
- 5) The period and scope as provided by its original supplier for non-Huawei manufactured equipment.
- 6) For the avoidance of doubt, if the end of support (EOS) date of any hardware or software is less or earlier than the period mentioned above, support service for such hardware or software will be available till its EOS date on Product level. Furthermore consumables (such as lamps, fans, fuses, batteries etc.) and terminals, if any, are excluded from the aforesaid support service availability; unless otherwise specified, the service for consumables will be provided according to mutual consent based on the industry practice, and no warranty nor support service will be provided for the terminals.





Price Summary for MIC2 Network Improvement Project 2026 Service

	Items Description	Quantity	Price Before Discount (USD)	One Time Special Discount	Final Price After Discount (USD)
1	Service: Core Engineering Service				
1)	VEPC/DEA/vCG upgrade service, including commissioning, migration;	4	\$488,000.00	\$0.00	\$488,000.00
2)	NFVI expansion service, including commissioning, migration;	4	\$62,000.00	\$0.00	\$62,000.00
	Sub-total				\$550,000.00
2	Service: Firewall Engineering Service				
1)	Firewall Swap existing and Migration to New Eudemon9000E	8	\$207,756.00	\$0.00	\$207,756.00
	Sub-total				\$207,756.00
3	Service: RAN Software Upgrade Service				
1)	Wireless Upgrade Service;	3	\$705,495.00	\$0.00	\$705,495.00
	Sub-total				\$705,495.00
4	Service: China Training Service				
1)	Training Service in China (13 people, 2 weeks)	1	\$165,360.00	\$0.00	\$165,360.00
	Sub-total				\$165,360.00
5	Service: 25 Sites 4G Engineering Service				
1)	1) Commissioning, Integration service; 2) Planning, Optimization, Drive Test, KPIs monitoring; 3) 22 sites for 4G low band 4T4R & middle band 4T4R;	22	\$159,500.00	\$0.00	\$159,500.00
2)	1) Commissioning, Integration service; 2) Planning, Optimization, Drive Test, KPIs monitoring; 3) 3 sites for 4G low band 4T4R & middle band 32T32R;	3	\$28,000.00	\$0.00	\$28,000.00
	Sub-total				\$187,500.00
6	Service: MW				
1)	From (1+1)HSB to (2+0)XPIC	25	\$100,440.00	\$0.00	\$100,440.00
2)	New parallel links SDB (including new Solution)	27	\$238,434.03	\$0.00	\$238,434.03
3)	SW Upgrade	2564	\$105,124.00	\$0.00	\$105,124.00
	Sub-total				\$443,998.03
	Total Equipment Price Before Discout				\$2,260,109.03
	Special Discount to issue the PO within Sept.				(\$165,360.00)
	Total Service Price				\$2,094,749.03

1. Signing Entity

1.1. Any subsequent Contract/Purchase Order of the service shall be signed with or issued to Huawei Technologies (Lebanon) S.A.R.L.

2. Payment terms

2.1. All prices are signed and Invoiced in USD, and shall be paid in Fresh USD.

2.2. For Service:

2.2.1. Fifty percent (50%) of the total value of this Contract to be invoiced by Huawei upon MIC2 signature to this Contract as down payment and should be paid by MIC2 to Huawei within thirty (30) days from invoice issuance date;

2.2.2. And the remaining fifty percent (50%) to be invoiced upon PAC (Provisional Acceptance Certificate) issuance and will be paid by MIC2 within thirty (30) days from invoice issuance date.

2.3. If there is a material credit risk of MIC2, including but not limited to delay payment for over Ninety (90) days, Supplier has right to stop delivery.

3. Responsibility clarification

3.1. For RRU3804 and RRU3826 modules which already have reached its EOS date, Huawei could not provide any service (including but not limited to installation, integration, commissioning, and optimization) and support for these modules.

3.2. For RRU3804 and RRU3826 modules, Huawei can only support UMTS technology; Huawei could not guarantee the performance and KPIs, and Huawei shall be exempted from any responsibility or liability in case any problem occurs on the live network due to LTE deployment on the corresponding modules.

4. Offer Validity and Price Adjustment

4.1. The unit price are valid for a period of 30 days from the bidding submission date (which is called the "Quotation Validity Period"). The Supplier reserves the right to adjust the offer based on the market price of media after the Quotation Validity Period.



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Annex 3

DOWN PAYMENT GUARANTEE

This Down Payment Guarantee (Hereinafter referred as the **"DOWN PAYMENT GUARANTEE"**) is made on (Hereinafter referred to as the **"GUARANTOR"**) to guarantee 100 % (Plus VAT) of the amount of the down payment under the Purchase Order Number /...../ dated (Hereinafter referred to as the **"PURCHASE ORDER"**) issued by Mobile Interim Company No.2 S.A.L. electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon (Hereinafter referred to as **"MIC2"**) to electing domicile at (Hereinafter referred to as **"SUPPLIER"**) under Contract (Hereinafter referred to as the **"CONTRACT"**) entered into on

I, the undersigned GUARANTOR irrevocably, unconditionally, jointly and severally with the SUPPLIER undertake to pay MIC2 up to the amount of /...../ USD in Fresh (Only United States Dollars and in Fresh) immediately upon receipt of MIC2's first written demand, without stating the reasons for such demand, and without having the right to object on such payment irrespective of any circumstance and without any notice.

It is an obligation of SUPPLIER to obtain and maintain in full force and effect this DOWN PAYMENT GUARANTEE in order to guarantee jointly and severally with the GUARANTOR the timely, faithful and satisfactory supply and/or provision of the guaranteed products and/or services as ordered under the PURCHASE ORDER under the CONTRACT OF ADHERENCE, and to pay the full amount of the DOWN PAYMENT GUARANTEE to MIC2 upon MIC2's first request, without any objection or reservation or delay.

SUPPLIER shall bear all costs in relation to the issuance and provision of this DOWN PAYMENT GUARANTEE.

All notices, demands, or communications given or sent to MIC2 or the GUARANTOR in connection with this DOWN PAYMENT GUARANTEE shall be given in writing and addressed to the recipient at the address specified at the top of this DOWN PAYMENT GUARANTEE.

All disputes arising out, of, or in connection with this DOWN PAYMENT GUARANTEE shall be submitted to the competent courts in Beirut, and settled under the Lebanese Laws.

This DOWN PAYMENT GUARANTEE shall be valid as of the date of the issuance of the PURCHASE ORDER and shall remain valid up until after which it will become null and void, or otherwise upon releasing its original copy to the SUPPLIER (whichever comes first).



Handwritten signatures and initials in blue ink.

Annex 4 Performance Bond

PERFORMANCE BOND

This Performance Bond (Hereinafter referred as the "PERFORMANCE BOND") is made on by (Hereinafter referred to as the "GUARANTOR") to guarantee the Purchase Order Number / / dated (Hereinafter referred to as the "PURCHASE ORDER") issued by Mobile Interim Company No.2 S.A.L. electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon (Hereinafter referred to as "MIC2") to electing domicile at (Hereinafter referred to as "SUPPLIER") under the Contract of Adherence (Hereinafter referred to as the "CONTRACT") entered into on

I, the undersigned GUARANTOR irrevocably, unconditionally, jointly and severally with the SUPPLIER undertake to pay MIC2 up to the amount of / / USD in Fresh (Only in Fresh) immediately upon receipt of MIC2's first written demand, without stating the reasons for such demand, and without having the right to object on such payment irrespective of any circumstance and without any notice.

It is an obligation of SUPPLIER to obtain and maintain in full force and effect this PERFORMANCE BOND in order to guarantee jointly and severally with the GUARANTOR the timely, faithful and satisfactory supply and provision of all of its obligations under the PURCHASE ORDER under the CONTRACT OF ADHERENCE, and to pay the full amount of the PERFORMANCE BOND to MIC2 upon MIC2's first request, without any objection or reservation or delay. SUPPLIER shall bear all costs in relation to the issuance and provision of this PERFORMANCE BOND.

All notices, demands, or communications given or sent to MIC2 or the GUARANTOR in connection with this PERFORMANCE BOND shall be given in writing and addressed to the recipient at the address specified at the top of this PERFORMANCE BOND.

All disputes arising out, of, or in connection with this PERFORMANCE BOND shall be submitted to the competent courts in Beirut, and settled under the Lebanese Laws.

This Performance Bond shall be valid from its issuance date and shall remain valid till after which it will become null and void, or otherwise upon releasing its original copy to the SUPPLIER (whichever comes first).

ايصال تحصيل

26-84-11177955

رقم المعاملة 35374

2026	سنة التكاليف
تحصيل / ضرائب غير مباشرة	نوع الضريبة
رسم طابع مالي	الباب
امر قبض	نوع الجدول
1832750	رقم الجدول
13/10/2026	تاريخ الجدول

منطقة التحصيل	بيروت الموحدة
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رقم المكلف	291711
البلدة	
رقم المراقب	
سنة الإيرادات	2026

رقم العقار	القسم

يرجى أن تقبضوا من موبايل انتريم كومياني رقم ٢ ش.م.ل

تفصيل المبلغ	القيمة
خزينة	749,930,000
غرامة تحقق	0
مجموع الضريبة	749,930,000
غرامة تحصيل	0
فائدة التحصيل	
طابع	100000
المجموع النهائي	750,030,000

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

ملاحظة: يرجى إبراز هذا الايصال لدي كل من اجهة

مبلغ و قدره سبعمائة و خمسون مليون و ثلاثون ألف ليرة لبنانية فقط لا غير

بموجب امانة أو عملية رقم 13/10/2026 تاريخ

ايضاحات عامة عن عقد خدمات بقيمة 03/٢٠٠٩٤,٧٤٩

اعد في

معد الايصال

الاسم

انطوان سعد ابو منصور

التوقيع

التاريخ

16/10/2026

صالح للدفع لغاية

750,030,000

26-84-11177955

ايصال تحصيل

بيروت

(2) رقم عملية القبض

وصلتي من

وفق التفصيل أدناه فقط

(3) □ نقداً

(4) □ شك

المجموع

أمين الصندوق والمطابق المحسوب عليه

التوقيع

2026/10/12

بنك الجولان من سط

863047

في



2026/10/13

رقمه 25511