

**Purchase of Remote SIM Provisioning - (eSIM) Solution with
their related Services (Cloud Solution - Set Up - Integration -
Configuration - Maintenance and Support)
Contract of Adherence**

This Purchase of Remote SIM Provisioning - (eSIM) Solution with their related Services (Cloud Solution - Set Up - Integration - Configuration - Maintenance and Support) Contract of Adherence (Hereinafter referred to as the "Contract of Adherence") 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

Thales DIS Middle East FZ-LLC, a Private Free Zone limited liability company incorporated at Dubai Airport Free Zone, United Arab Emirates, having License Number /4129/, having its address at 9WC Building, Premise Number 9WC 621, 6th Floor, Dubai Airport Free Zone, Dubai, United Arab Emirates, hereby represented by its Manager Mr. Shaheryar Zameer.
(Hereinafter referred to as the "**Supplier**")

MIC2 and **Supplier** are individually referred to herein as "**Party**" and collectively referred to herein as "**Parties**".

Preamble:

Whereas, MIC2 is operating the second mobile network for the account and benefit of the Republic of Lebanon, and to this effect has announced for a Request for Proposal to select the best supplier to deliver and supply MIC2 with a Remote SIM Provisioning - (eSIM) Solution (Hereinafter referred to as the "**eSIMs**") with their related services being: Cloud Solution - Set Up - Integration - Configuration - Maintenance and Support (Hereinafter altogether referred to as the "**Services**");

At the outcome of the abovementioned Request for Proposal, Supplier (Thales DIS Middle East FZ-LLC) has submitted the best offer and was selected to deliver and supply MIC2 by the eSIMs and Services as detailed in specifications and prices within the submitted Proposal(s) and according to:

1. The terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.
2. The terms and conditions of this Contract of Adherence and its Schedule (1): Scope of Work and Service Level Agreement (SLA).
3. The terms of each Purchase Order to be issued by MIC2 under this Contract of Adherence.

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall deliver and supply MIC2 by the eSIMs and Services:

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

1. The Entire Contract of Adherence

The Preamble above, any Schedule attached hereto and any purchase order issued here under shall form an integral part of this Contract of Adherence.

2. The Attachments

Schedule (1): Scope of Work and Service Level Agreement (SLA).

3. Scope of the Contract of Adherence

Supplier undertakes to deliver and supply MIC2 with the eSIMs and Services:

1. As detailed in specifications and prices within the Supplier's submitted Proposal(s) in response to the abovementioned Request for Proposal.
2. According to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.
3. Under the terms and conditions of this Contract of Adherence and its Schedule (1): Scope of Work and Service Level Agreement (SLA).
4. According to the terms of each Purchase Order to be issued by MIC2 under this Contract of Adherence.

4. Order of the eSIMs and/or Services

- 4.1 MIC2 shall issue one or several written purchase order(s) to order the eSIMs and/or Services from the Supplier (Hereinafter referred to as the "**Purchase Order(s)**").
- 4.2 The Purchase Order(s) shall be forwarded to Supplier through an email to the following email addresses of the Supplier: ali.ayoub@thalesgroup.com

5. Delivery and Supply of the eSIMs and/or Services

- 5.1 Supplier undertakes to deliver and supply the eSIMs and/or Services ordered by MIC2 under this Contract of Adherence as mentioned in the relevant Purchase Order(s).
The word "Delivery and Supply" shall mean the physical and virtual transfer of the eSIMs Vouchers including the QR codes to MIC2 and/or the satisfactory implementation of the Services to MIC2.



5.2 Supplier undertakes and warrants that the eSIMs and/or Services delivered/supplied under this Contract of Adherence are:

- Conforming to all MIC2's required specifications, prices and time frame as defined in the submitted Proposal(s) and/or in each of the relevant Purchase Orders issued under this Contract of Adherence including its Schedule (1) - Scope of Work and Service Level Agreement (SLA), and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.
- Free of any defect whether apparent or hidden.

5.3 A penalty amounting to 0.5% of the total amount of each of the relevant Purchase Order(s) shall be applied on Supplier to the benefit of MIC2 for each five (5) calendar days of delay in the delivery/supply of the eSIMs and/or Services.

Such penalty amount shall be cumulative and shall be automatically deducted by MIC2 from the amount due to Supplier without the need for any legal claim or action, however it shall not exceed in no event an amount of 10% of the relevant delayed Purchase Order(s), whereas in such case (exceeding 10 %) the provisions of Clause (9.2) and Clause (9.3) herein below shall apply.

5.4 The risk of loss and damage to the eSIMs shall transfer to MIC2 only upon delivery as defined in Clause (5.1) herein above to the ordered eSIMs to MIC2.

5.5 Purchase Order(s) Changes

5.5.1 MIC2 may at any time by written notice to the Supplier require a variation ("**Change**") to a Purchase Order(s), provided written notice of the Change is delivered to Supplier within one (1) week prior to the delivery of the eSIMs that will be subject to the Change.

5.5.2 Within four (4) days after receiving such written notice from MIC2, the Supplier shall send a written notice ("**Response to Change**") to MIC2 specifying the effect that such a change may have upon the Purchase Order(s) including price, delivery of eSIMs, and impact (if any) on the specified timelines.

5.5.3 Within two (2) days of receipt of the Response to Change, MIC2 shall by written notice to the Supplier inform the Supplier as to whether MIC2 wishes the Change and Response to Change to be incorporated in the Purchase Order(s) and if MIC2 so advises, then a formal Change Order setting out in detail the nature of the change shall be given to the Supplier.

6. Warranty, Liability, Indemnity and Infringement

6.1 The eSIMs to be delivered under this Contract of Adherence shall be free from any defect in design and functionality as well as free from any defect in materials whether such defects are apparent or hidden, and conforming to the specifications as detailed in the submitted Proposal(s) by the Supplier and/or in the relevant Purchase Order(s) and/or in the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.

6.2 In case that a given eSIMs is found defective, Supplier undertakes to retrieve such defective eSIMs upon MIC2's first request and to replace it on its (Supplier's) full cost and responsibility and deliver it to MIC2 at the earliest possible.

- 6.3 Supplier shall fully indemnify MIC2, together with its officers, agents and employees and any other third party against any claims with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, subcontractors, or employees during the performance of any work hereunder or arising out of the eSIMs malfunctioning save to the extent caused by the direct negligence of MIC2 or its employees or agents.
- 6.4 Supplier involved directly or indirectly in the delivery and supply of the eSIMs and/or Services shall be responsible for the terms and conditions of this Contract of Adherence.
- 6.5 Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work hazards and emergencies, and any other rights and obligations that might arise during or in the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of the delivery and supply of the eSIMs and/or Services as well as damages caused by the Supplier's work on site.
- 6.6 Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the delivery and supply of products and services under this Contract of Adherence.
- 6.7 Supplier will be held liable and shall indemnify MIC2:
- For any death or personal injury resulting from the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel, employees or agents or contracting parties. Supplier undertakes to settle all damages to any party whatsoever resulting therefrom without any restriction.
 - For any physical damage to the tangible property of MIC2 to the extent it is caused by the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel.
 - For any damage and/or loss of revenue or traffic caused to MIC2 or MIC2's existing network, for which MIC2 may be liable to the Republic of Lebanon or to any third party, whether such damage and/or loss arises out of any omission, neglect or default of Supplier during or in connection with the delivery and supply of the eSIMs and/or Services.
 - Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.
- 6.8 Supplier shall defend MIC2 against any claim that the eSIMs and/or Services may infringe on a patent or copyright, granted or registered in the Lebanese Territories or abroad, provided that MIC2 promptly notifies Supplier of the said claim. Supplier shall have the sole control of the defense and all the related settlement negotiations, and MIC2 shall provide the Supplier by the information and needed assistance for the defense of such claims, all on the Supplier's full expense and responsibility.
- Supplier must indemnify and hold MIC2 harmless from any payment which by final judgments in such suits may be assessed against MIC2 on account of such infringement and shall pay resulting settlements, costs and damages finally awarded against MIC2 by any court of law or court of arbitration.



- 6.9 Supplier's total liability for all claims arising out of or relating to the eSIMs and/or Services is limited to 100% of the amount of the Purchase Order to which the event giving rise to liability is related, having a set timeline to claim such liability by MIC2 being twelve (12) months as of the termination of the said Purchase Order giving rise to such liability.

7. Prices and Fees, Invoicing, Payment, Down Payment Guarantee, Performance Bond

7.1 Prices and Fees

- 7.1.1 The prices and fees for the eSIMs and Services to be delivered and supplied under this Contract of Adherence shall be determined by MIC2 in each of the relevant Purchase Orders to be issued under this Contract of Adherence and must comply with the prices and fees as listed in the Proposal(s) submitted by the Supplier as a response to the RFP.
- 7.1.2 Supplier undertakes to adhere to the prices and fees of the eSIMs and Services as listed in the Proposal(s) submitted by the Supplier as a response to the RFP all through the term of this Contract of Adherence, and must not amend for any reason whatsoever unless by reduction where possible.
- 7.1.3 The said prices and fees constitute all the financial entitlements of Supplier from MIC2 under this Contract of Adherence, and include all expenses that may be incurred by Supplier in relation to this Contract of Adherence, including but not limited to the travel expenses whenever applicable, as well as the integration expenses which enable MIC2 to generate the HLR key and implement it in its core network, and the cost of the HLR Key that will be implemented on Nokia HLR/HSS.

7.2 Invoicing

7.2.1 Invoicing for the eSIMs:

The ordered eSIMs by MIC2 under this Contract of Adherence must be invoiced under the following scheme:

- 50 % of the amount of the issued Purchase Order upon its notification to Supplier as per Clause (4.2) herein above, provided that Supplier submits a Down Payment Bank Guarantee as per the terms of Clause (7.4) hereunder.
- 50 % of the amount of the issued Purchase Order upon the issuance of MIC2 to the Final Acceptance Certificate (FAC) which evidences that the ordered eSIMs have been totally delivered to and accepted by MIC2.

7.2.2 Invoicing for the Services (Excluding the Maintenance and Support):

The ordered Services (Excluding the Maintenance and Support) by MIC2 under this Contract of Adherence must be invoiced in full amount (100 %) of the related issued Purchase Order only upon the issuance of MIC2 to the Final Acceptance Certificate (FAC) which evidences that the ordered Services (Excluding the Maintenance and Support) have been totally supplied to and accepted by MIC2.

7.2.3 Invoicing for the Maintenance and Support Services

The ordered maintenance and support services by MIC2 under this Contract of Adherence must be invoiced on an annual equal quarterly basis installments to be issued by the Supplier at the end of each quarter.



7.3 Payment

MIC2 shall settle any invoice issued under this Contract of Adherence within sixty (60) days from the date of its receipt and acceptance by MIC2, through wire bank transfer to the Supplier's following bank account details:

Bank Name: Citibank N.A.

Branch: Citibank N.A. Dubai - UAE

Account Holder: THALES DIS MIDDLE EAST FZ-LLC

Account Number: 100232049

IBAN: AE200211000000100232049

Account Currency: USD

SWIFT Code: CITIAEAD

7.4 Down Payment Bank Guarantee

Upon the issuance of any Purchase Order to the Supplier under this Contract of Adherence, the Supplier must submit a Down Payment Bank Guaranty in fresh currency to the order and for the benefit of MIC2, the said Down Payment Bank Guaranty must represent 100 % (plus VAT in case applicable) of the amount of the down-payment under the relevant Purchase Order, and must be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or by a foreign bank that have received a credit rating of at least a "prime" investment grade (BBB or above), to guarantee the down-payment made by MIC2 as per the relevant Purchase Order.

The said Down Payment Bank Guarantee shall provide that the issuing bank guarantees (jointly and severally with the Supplier) the payment of the amount of the Down Payment Bank Guaranty to MIC2 upon MIC2's first request, without any objection or reservation or delay.

The said Down Payment Bank Guarantee shall remain valid until the full delivery, supply and provision of the eSIMs and Services ordered by MIC2 under the relevant Purchase Order.

The form and content of the said Down Payment Bank Guarantee to be pre-approved by MIC2 prior to its issuance.

7.5 Performance Bond

Within fifteen (15) days from issuing any Purchase Order to the Supplier under this Contract of Adherence, the Supplier shall provide MIC2 with an "on first demand" irrevocable Performance Bond in an amount equals to 10 % of the amount of the relevant Purchase Order it guarantees, to be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or by a foreign bank that have received a credit rating of at least a "prime" investment grade (BBB or above).

The said Performance Bond shall provide that the issuing Performance Bond guarantees (jointly and severally with the Supplier) the payment of the amount of the Performance Bond to MIC2 upon MIC2's first request, without any objection or reservation or delay.

The Guarantor shall guarantee the **timely, faithful and satisfactory delivery, supply and provision** of the Supplier to all of its obligations under this Contract of Adherence.

The Supplier shall bear all costs in relation to the issuance and provision of the said Performance Bond.

The said Performance Bond shall remain valid and effective from the date of issuance of the relevant Purchase Order up to the date MIC2 issues the respective Final Acceptance Certificate (FAC) which is a certificate issued by MIC2 evidencing that the ordered eSIMs and Services have been totally delivered, supplied to and accepted by MIC2.

The form and content of the said Performance Bond to be pre-approved by MIC2 prior to its issuance.

8. Taxes, Duties and Levies

Either party shall be liable for the taxes, duties, levies and other fiscal charges imposed on it by the Laws and regulations in Lebanon including the stamp duty.

In case the Supplier is a foreign company, it shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence, as well as for the non-resident tax imposed by the Lebanese fiscal authorities on foreign companies doing business in Lebanon, therefore the amount corresponding to the Non-Resident Tax prescribed by the fiscal laws in Lebanon as well as the stamp duty will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

9. Term and Termination

9.1 This Contract of Adherence shall be effective as of the date of its signature herein below (**the "Effective Date"**) and shall remain valid for four (4) years thereafter.

9.2 This Contract and/or any Purchase Order 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.

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

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

10. Relationship of the Parties

10.1 The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. Nothing contained in this Contract of Adherence shall be construed to make one party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of this Contract of Adherence have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

10.2 This Contract of Adherence shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Supplier. Any Party who has not signed this Contract of Adherence is not a party thereto.

11. Non- Exclusivity

This Contract of Adherence is not exclusive towards any of its Parties, therefore either Party shall have the right to contract other third parties for same or similar services covered by this Contract of Adherence.

12. Confidentiality

12.1 Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information/documents/correspondence received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract of Adherence and shall not in any time disclose such information/documents/correspondence to any third party or make use of any such information/documents/correspondence for any purpose other than as required to execute the object of this Contract of Adherence.

Supplier is aware that MIC2 is entitled to disclose any information/documents/correspondence relating to this Contract of Adherence to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier's approval.

12.2 The confidentiality provisions contained in this Article (12) shall survive the termination or expiration of this Contract of Adherence.

13. Assignment

Supplier shall not assign this Contract of Adherence, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2.

However MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Contract of Adherence to the Republic of Lebanon or any of its designees, having given Supplier prior written notice of such assignment but without having to obtain its consent prior to such assignment.

For the avoidance of doubt, Supplier irrevocably agrees to grant MIC2 the right to assign and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the Assignee shall be responsible to Supplier for any of the obligations, liabilities, debts or charges of any kind relating to this Contract of Adherence and in existence as at the date of any such assignment.

14. Applicable Law and Dispute Resolution

14.1 Both Parties agree that the Lebanese Laws and regulations shall apply to any litigation arising out of the application or interpretation of this Contract of Adherence.

14.2 Disputes arising in connection with this Contract of Adherence shall be settled by the competent courts of Law in Beirut.

15. Force Majeure

15.1 Neither Party is liable for delay or failure to perform any of its obligations under this Contract of Adherence insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event.

In case force majeure event exceeded three (3) months period, whether continuously or intermittently, either Party has the right to immediately terminate this Contract of

Adherence by means of written notice without bearing any liability whatsoever. In such case, MIC2 shall pay to Supplier the part of the terminated Purchase Order which have been fully delivered and/or supplied and has being accepted by MIC2.

- 15.2** For the purposes of this Contract of Adherence, 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, always as defined by the Lebanese Laws and Regulations.

16. Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Contract of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

17. Notices

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any written notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

18. Intellectual Property Rights

- 18.1** Ownership of all Intellectual Property Rights of one Party (Hereinafter referred to as "Proprietor Party") shall vest in and remain with that Party. Proprietor Party does not by this Contract of Adherence grant to the other Party (Hereinafter referred to as "Non-Proprietor Party") any right, title, license or interest in or to any Intellectual Property Right of Proprietor Party, including but not limited to, any software or documentation, device, or in any related patents, copyrights, trade secrets or other proprietary intellectual property. Non-Proprietor Party shall acquire no rights of any kind in or to any trademark, service mark, trade name, logo or product or service designation of Proprietor Party under which products or services of Proprietor Party were or are marketed (whether or not registered) and shall not use same for any reason except as expressly authorized in writing by Proprietor Party prior to such use, but in no event for a period longer than the duration of this Contract of Adherence.

- 18.2** Supplier hereby grants MIC2 a non-transferable, non-sub licensable, non-exclusive and royalty free license to use the eSIMs and/or Services during the term of this Contract of Adherence only for the purpose of fulfilling the respective Party's rights and obligations under this Contract of Adherence.

- 18.3** Neither Party shall reverse, engineer, decompile or disassemble any software comprised in the other Party's Intellectual Property Rights.

19. Amendment

This Contract of Adherence may be amended, supplemented, or modified only by a prior written instrument duly executed by and on behalf of each party .

IN WITNESS WHEREOF, the Parties have caused this Contract of Adherence to be executed in Beirut with effect as of 15-7-2026 ("Effective Date") by their respective authorized representatives in two originals copies each Party keeping one original.

For and on behalf of
Mobile Interim Company No. 2 S.A.L.

Karim Bek Salaam
Chairman General Manager

Nibal Matta Salameh
Chief Financial Officer

For and on behalf of
Thales DIS Middle East FZ-LLC

Shaheryar Zameer
Manager

