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touch

Purchase Order No. 15321

OPEX

PR No : 11327

Date : 14-OCT-2025

To : Gemalto General Trading L.L.C
TIN No :

Tel : 971 526413370
Fax :

Subject : TRIO USIM

Description	Quantity	Unit Price	Sub Total
Trio USIM	163636	0	0
Trio USIM	636364	0.22	140,000.08
Total (USD)			140,000.08

(One Hundred Forty Thousand US Dollar and 08/100 Only)

Reference: This PO refers to MoT approval letter ref# 3206/1/M dated 3 Oct 2025

The attached general terms are considered its integral part of this purchase order number 15321
For any inquiries kindly do not hesitate to contact the Purchasing Unit at +961 3 792 243



Karim Bek Salaam
Chairman - General Manager



Nibal Salameh
Chief Financial Officer

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General Terms

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- Supplier should **Bill to : MIC2 and Ship to: MIC2**
- Supplier should check all prices and terms indicated on this Purchase Order, and advise **MIC2** immediately in the event they are not satisfactory.
- Supplier should acknowledge receipt and confirm acceptance by sending a signed copy of this Purchase Order within 5 working days.
- Please quote our Purchase Order no # **15321** on all pertinent documents and correspondence.
- Items that do not comply within one (1) year from their delivery with agreed specifications, this Purchase Order will be replaced by the supplier at its own costs and without delay, providing that the counter analysis performed in good faith by the Supplier has confirmed the non-compliance.
- Supplier shall make delivery with complete documentation i.e. items accompanied with a delivery note and invoice matching the Purchase Order quantity. Any deviation from Purchase Order price and quantity should be authorized by MIC2 first.
- All info contained in this Purchase Order are confidential and supplier shall not disclose it to any third party for any purpose other than as required in relation to the object of the Purchase Order.
- MIC2 reserves the right to cancel this Purchase Order at any time prior to acceptance by supplier, if the supplier fails to meet the specifications and terms of this Purchase Order without any responsibilities on MIC2.
- MIC2 reserves the right to charge the supplier for failure to comply with the terms of this Purchase Order, all that without prohibiting MIC2 from using the rights mentioned above, also demanding the supplier by any/all additional costs that may result from the delay in execution or in delivering a document or more requested by MIC2.
- In no case shall the supplier be liable for any damages resulting from or arising out of any illegal and/or fraudulent use of the LTE SIM Cards by MIC2, any third party or the LTE SIM Card holders.
The total liability of the supplier for damages suffered by MIC2 arising directly from the performance, bad performance or non-performance of the supplier's duties and/or obligations under this Purchase Order, shall not exceed in aggregate the amounts actually paid by MIC2 to the supplier during the six (6) months preceding the event leading to the claim.
Moreover, both parties agree that in no case shall the amount penalties/additional costs exceed 5% of the total price of delayed LTE SIM Cards.



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• Supplier shall defend MIC2 against any claim that the ordered LTE SIM Cards may infringe on a patent or copyright, granted or registered in the Lebanese Territories, 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 a court of law.

• Supplier shall not assign this Purchase Order, 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 Purchase Order 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 Purchase Order and in existence as at the date of any such assignment.

Supply of the LTE SIM Cards:

• Supplier undertakes to supply the LTE SIM Cards as ordered by MIC2 in this Purchase Order.

The term "supply" shall mean the timely delivery of the LTE SIM Cards to MIC2.

The term "Preliminary Acceptance Certificate (PAC)" shall mean a preliminary certificate issued by MIC2 evidencing that the LTE SIM Cards have been supplied to MIC2 without being accepted yet by MIC2.

The term "Final Acceptance Certificate (FAC)" shall mean a certificate issued by MIC2 evidencing that the LTE SIM Cards have been totally supplied to and accepted by MIC2.

The risk of loss, damage and title to the ordered LTE SIM Cards shall pass to MIC2 only upon their "supply" to MIC2.

- Supplier undertakes and warrants at its own cost and liability that the ordered LTE SIM Cards are timely supplied to MIC2 under the terms of this Purchase Order and are conforming to all of MIC2's required specifications, prices and time frame as defined in the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner and to this Purchase Order, and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP, and the said supplied LTE SIM Cards must be free of any defect whether apparent or hidden.

Purchase Order Changes:

MIC2 may at any time by written notice to the supplier require a variation ("Change") to this Purchase Order, provided written notice of the Change is delivered to Supplier within two (2) weeks prior to delivery of the LTE SIM Cards that will be subject to the Change.

Within five (5) days after receiving such written notice from MIC2, the supplier shall advise MIC2 of its effect and send a written notice ("Response to Change") to MIC2 specifying the effect that such a change may have upon this Purchase Order.

Within three (3) 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/or Response to Change to be incorporated in this Purchase Order 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.

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Supplier undertakes and warrants that any change in this Purchase Order must not cause a delay in delivery longer than the maximum number of working days needed to implement the Change.

Prices:

The prices for the ordered LTE SIM Cards must comply with the prices as listed in the submitted Proposal(s) by the supplier to MIC2 as a response to the RFP upon which the supplier was selected as the winner.

The prices for the LTE SIM Cards as defined in this Purchase Order shall constitute all the financial entitlements of supplier from MIC2 for the LTE SIM Cards to be supplied under this Purchase Order, and shall include all expenses that may be incurred by supplier in this regards.

Invoicing:

The ordered LTE SIM Cards by MIC2 under this Purchase Order must be invoiced under the following scheme:

- 50 % of the amount of this Purchase Order upon its notification to supplier, provided that Supplier submits a Down Payment Guarantee as per the terms specified herein below.
- 50 % of the amount of this Purchase Order upon the full delivery of the ordered LTE SIM Cards and their sample technical acceptance by MIC2.

Payment:

MIC2 shall settle the invoice(s) issued under this Purchase Order within sixty (60) days from the date of its receipt and acceptance by MIC2, through wire bank transfer to the supplier's following bank accounts details:

Bank Name: Citibank N.A.

Address: Oud Metha Road, Al Wasl Branch, Dubai, UAE

Beneficiary Name: Gemalto General Trading LLC

Account Number: 0102022017

IBAN: AE670211000000102022017

Account Currency: USD

Swift Code: CITIAEAD

The Down Payment Guarantee:

Upon the issuance of this Purchase Order, 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 Guaranty must represent 100 % (plus VAT in case applicable) of the amount of the down-payment under this 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 this Purchase Order.

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

The said Down Payment Guarantee shall remain valid until the full supply of the LTE SIM Cards ordered under this Purchase Order.

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

The Performance Bond:

Within fifteen (15) days from issuing this Purchase Order, the supplier shall provide MIC2 with an "on first demand" irrevocable Performance Bond in an amount equals to 10 % of the amount of this Purchase Order, 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

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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 supply of the supplier to all of its obligations under this Purchase Order.

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 this Purchase Order up to the date MIC2 issues the respective Final Acceptance Certificate (FAC).

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

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 Purchase Order, 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 Purchase Order.

Applicable Law and Dispute Resolution:

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

Disputes arising in connection with this Purchase Order shall be settled by the competent courts of Law in Beirut.

Force Majeure:

Neither Party is liable for delay or failure to perform any of its obligations under this Purchase Order 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 Purchase Order 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 supplied and accepted by MIC2.

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.