

1. The Entire Contract

The Preamble above, the Annexes attached hereto form an integral part of this Contract.

This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements or communications. This Contract may not be modified or amended except by a written document signed by both parties.

2. Scope of the Contract

The Seller agrees to sell and the Buyer agrees to buy the Products listed in Annex 1 attached to this Contract.

3. Prices and Payment

3.1. Prices

The prices of the Products are determined as following:

- 1- /750/ USD (Seven Hundred Fifty United States dollars) per Ton for the Products listed in Annex 1.

The above mentioned prices are subject to adjustment proportionally as per Article 29 of the Public Procurement Law, specifically paragraph 1-a: "In application of formulas based on the international index" which is LME.COM (London Metal Exchange", prices shall be adjusted when the 'LEAD ACID' index fluctuates upward or downward by more than 5%, provided that the reference index shall be that recorded on the date of the opening of the financial offer which is \$686.80 (35% value of London Metal Exchange for Lead (\$1,962.50) on 16 February 2026)

The adjusted prices (if applicable) shall be calculated on the date of MIC2 order to the Buyer to receive the relevant batch.

3.2. Payment and tax

- Buyer shall pay the Seller the full amount of Products listed in Annex 1 as advance payment in Fresh USD to Seller account upon MIC2 order date of the relevant batch of the Products and prior any delivery and as per the prices mentioned in 3.1.
- The Seller shall issue a receipt to the Buyer upon receiving the payment.

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- Each Party shall bear taxes and other fiscal charges resulting from this Contract as prescribed by the Law in Lebanon.

4. Delivery

4-1. The Buyer shall within a maximum period of three (3) months from the date of signature of the contract remove and collect all awarded Batteries. Failure to remove the batteries within the specified period shall result in the execution of performance bond by the Seller.

4-2. The Buyer shall arrange for the pickup and transportation of the Products (in batches) from the Seller's premises within ten (10) days from MIC2 order date to pick up the batch otherwise MIC2 has the right to execute the Performance bond partially or totally at its sole discretion. The Buyer shall bear all costs and risks associated with the pickup and transportation of the Products. The Seller shall not be liable for any loss or damage to the Products after they are delivered to the Buyer or its agent.

The Seller makes no warranties or representations regarding the quality, performance, functionality, or suitability of the Products for any purpose. The Buyer accepts the Products "as is" and "where is" and assumes all responsibility for inspecting, testing, repairing, maintaining, and using the Products.

5. Liability and Indemnity

5.1. Buyer shall fully indemnify Seller, together with its officers, agents and employees, 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 Seller arising directly out of the negligent acts or omissions of Buyer, its agents, subcontractors, or employees during the performance of any work hereunder save to the extent caused by the direct negligence of Seller or its employees or agents.

5.2. Buyer 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 Seller. Buyer must carry an insurance policy covering all his staff working on site during and in the occasion of shipping work process as well as damages caused by Buyer's representative work on site.

5.4. Contractor 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 Seller related to the Buyer's purchase, use, or disposal of the Products

5.5. Contractor will be still liable for any damages that happens on Seller' site and/or premises.

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6. Performance Bond

Buyer shall provide Seller with a Performance Bond in an amount equal to /5000/ USD (Five Thousand United States Dollars) in Fresh Currency issued by an accredited Lebanese qualified 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), to guarantee the implementation by the Seller of its obligations under this Contract and commitment of the deadlines specified by Seller. The Seller shall bear all costs in relation to the provision of the performance bond. The performance bond shall remain valid and effective from the date of issuance up to the date all the obligations of Seller are satisfactorily accomplished. Buyer acknowledged and accepted that the bid bond submitted by him will be kept with MIC2 to cover the said performance bond.

7. Term and termination

7.1. The Contract will be effective as of the date of its signature (the "Effective Date") and shall remain valid for **Three (3) months** thereafter. If at the time of expiry of the contract, some batches of the products still not picked up by the Buyer, then the Contract shall be deemed extended until the full receipt of batches by the Buyer.

7.2. Seller may automatically terminate the Contract upon its sole will and discretion if Buyer is unable to perform its contractual obligations. Termination in this case shall be on Buyer's responsibility whom shall be liable to pay compensation for termination as per Article 33 of the PPL no. 244/2021.

8. Relationship of the Parties

8.1. The relationship of the Parties established by the Contract shall be solely that of independent contractors. Nothing contained in the Contract 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 the Contract 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.

8.2. The Contract shall not produce any legal or material obligations upon Seller towards third parties beyond the scope of Seller's relationship with Buyer. Any Party who has not signed the Contract is not a party thereto.

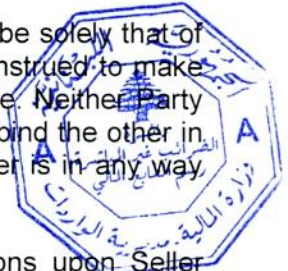
9. Confidentiality

9.1. Buyer 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 received, or which it obtains or to which it has access directly or indirectly from Seller in connection with the Contract and shall not in any time disclose such information to any third party or make use of any such information for any purpose other than as required to execute the object of the Contract.

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9.2. The confidentiality provisions contained in this Article shall survive the termination or expiration of the Contract.

10. Assignment

Buyer shall not assign the Contract, totally or partially, or any right or obligation hereunder without having the Seller prior approval. However, Seller shall have the right to assign, transfer or purport all of its rights and obligations under the Contract to the Republic of Lebanon or any of its designee, without having to refer to Buyer or to obtain its consent prior to such assignment. The assignee of the Contract shall also have the right of assignment provided for under this Article.

11. Applicable Law and dispute resolution

11.1. Both Parties agree that the Lebanese Laws shall apply to any litigation arising out of the application or interpretation of the Contract.

11.2. Disputes arising in connection with the Contract shall be finally settled by the competent Courts of Law in Beirut.

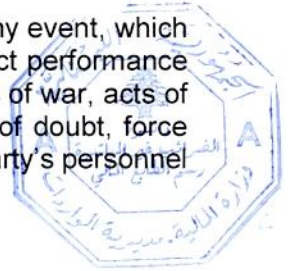
12. Force Majeure

12.1. Neither Party is liable for delay or failure to perform any of its obligations under this Contract 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 **one (1) month** period, whether continuously or intermittently, either Party has the right to immediately terminate the Contract by means of written notice without bearing any liability whatsoever.

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 riots, acts of war, acts of terrorism, epidemics, major fire, or natural disasters. For the avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractor's personnel.

13. 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 be construed as a continuing waiver of other breaches of the same or other provisions of this Contract.



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14. Notices

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

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed in Beirut, in two original copies, with effect as of (the day) 4/5/26 of (the month), 2026, by their respective authorized representatives in two original copies, each party has taken one original copy.

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

Karim Bek Salaam


Chairman General Manager

Signature:



Nibal Matta Salameh

Chief Financial Officer


Signature: 

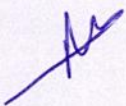
For and on behalf of
Buyer

Signature:

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Rabih Saad




Annex 1

Products

- Approx. 5,500 Batteries (Approx. 600 Tons)

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