

## VOD Service Contract

This contract (Hereinafter referred to as the “**Contract**”) is entered into on ..... (“**Effective Date**”) by and between the undersigned:

**Mobile Interim Company No.2 S.A.L.**, a Lebanese joint stock company incorporated at the Beirut Trade Register under number /1000382/ and registered at the Lebanese Ministry of Finance under number /291711/, with place of business at Touch Building (Bloc B), Fouad Chehab Avenue, Bashoura, Beirut, Lebanon,  
(Hereinafter referred to as “**MIC2**” or “**Operator**”).

AND

**Anghami FZ LLC**, a free zone limited liability company incorporated under the laws of the Dubai Development Authority, Dubai, United Arab Emirates, whose address is at OSN Building, 2nd Floor, Dubai Media City, Dubai, United Arab Emirates, duly represented by its general manager Mr. Elias Habib, email: legal@anghami.com  
(Hereinafter referred to as “**Partner**” or “**Anghami**”).

**MIC2** and **Partner** are hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### The preamble:

- A. MIC2 is a licensed telecommunications operator operating the second mobile network in the Territory for the benefit of the Republic of Lebanon which operates a telecommunication platform and associated sale and purchase, billing and accounting system (altogether the “**Operator Network**”);
- B. Partner owns and control the subscription video-on-demand streaming service currently known as “OSN+” (as may be rebranded from time to time) (“**Partner Service**”);
- C. Partner has offered to grant MIC2 the possibility to offer the Partner Service to MIC2 prepaid and postpaid Subscribers in a combined service bundle with specific data package;
- D. MIC2 has accepted Partner’s above mentioned offer as per the terms and conditions set herein;
- E. Anghami grants to Operator the non-exclusive right to conduct certain billing services for Anghami through the Operator Network, as set out in this Contract.

THEREFORE, the two parties hereby agree on the following:

## **Article 1: Interpretation**

- 1.1. The Preamble above and the Annex 1 (Deontology Code of the Mobile Applications) and Annex 2 (SLA) and all Annexes attached hereto form an integral part of this Contract. In the event of conflict between any of the annexes and the main body of this Contract, the Contract shall prevail.
- 1.2. This Contract contains the entire understanding of the Parties related to the subject matter hereof, and there are no other contracts, Contracts, commitments, or understandings between the Parties other than those expressly set forth herein. This Contract shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

## **Article 2: Definitions**

In this Contract (including the Preamble, Schedules and Annexures), the following terms shall mean:

- **“Affiliate”** means, in relation to any Party, any other person that Controls, is controlled by or is under common Control with such Party.
- **“Partner Revenue Share”** means the percentage of the collected Revenues payable by Operator to Anghami in each given Month of the Term out of the retail Fee.
- **“Applicable Laws”** means any laws, regulations, statutes, acts and/or any other document or instrument having the force of the law which issued by any relevant authority or governmental body in the Territory, and which is applicable to this Contract and/or any of the Parties to this Contract.
- **“Combined Service”** shall mean the Partner Service in the form of Packages combined with MIC2 Services provided to Customers by MIC2.
- **“Content”** means all content included in the Partner Service including but not limited to individual items of content such as movies, TV shows and other clips and any on demand sections of the Partner Service as altered from time to time by adding or removing movies, TV shows, or any other clips related to specific studios, bundles, or any features of Partner Service (including but not limited to add-free skips etc.) from the Partner catalogue of movies and TV shows content as deemed fit by Partner or whenever a content provider requests that its content be removed or added.
- **“Collected Revenue”** shall be calculated in each month by multiplying the number of Partner Subscribers who settled their bill by the associated value of the Subscription Fee of the Package.
- **“Integration”** means the result of a technical integration process that combines different subsystems of Operator and Anghami (and where applicable of Operator’s appointed third-party supplier which must be communicated by Operator to Anghami before any integrations being made or scheduled and at least 90 days prior to the Effective Date of this Contract). The Integration is a customized architecture or structure of applications to combine new or existing hardware, software, and other components of both Parties (and/or of Operator’s appointed third-party supplier, as applicable) to allow essential data contained in each of the subsystems to be shared between the Parties for the execution of this Contract. Integration can be in the form of an API (application

programming interface), or any other form agreed between the Parties prior to the Effective Date of this Contract.

- **“Intellectual Property Rights”** means copyright, computer code or scripts (whether compiled or not in any computer language or program), database right, patents whether registered or applications), utility models, registered and unregistered design rights, registered and unregistered trademarks or service marks, trade names, domain names, inventions, all rights in computer software and data, confidential information, trade secrets, performance rights and all know how and intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above, including all registrations, applications, renewals, extensions, continuations, divisions and re-issuances associated therewith which may subsist anywhere in the world.
- **“Revenue Share”** means the share of the Collected Revenue between the Parties, as set out in Article 7.3 below.
- **“Package”** shall mean any offer by MIC2 to MIC2 Subscribers where that MIC2 Subscribers can receive the Partner Service on a monthly basis bundled together with predefined free data allocated only to stream the Partner Service for no additional payment from the MIC2 Subscribers to MIC2 as part of the Combined Service provided by MIC2 to MIC2 Subscribers.
- **“Operator Service”** means any (i) carrier billing services operated by Operator on its Operator Network (ii) any telecommunication services supplied directly by Operator to MIC2 Subscribers, including broadband, mobile and internet and (iii) related telecommunication products, and carrier billing services, which are supplied to MIC2 Subscribers as part of a bundle that includes a telecommunication service.
- **“Partner App”** shall mean the software program that runs on smartphones, tablet computers and other mobile devices and platforms for transmission of the Partner Service namely is “OSN+” and as may be rebranded from time to time.
- **“Partner Marks”** means any logos and trademarks owned and/or controlled by Partner or which Partner is the exclusive Licensee or has the exclusive right to use.
- **“Partner Service”** shall mean the on-line digital subscription service of Anghami that gives access to a range of movies and television content, which can be streamed over the internet to certain internet approved connected devices to be promoted, offered and bundled by MIC2 in the Territory pursuant to this Contract, namely OSN+ and as branded from time to time.
- **“Partner Subscriber”** or **“Subscriber”** shall mean any MIC2 Subscriber which opts-In to pay the Subscription Fee of the Package from the Operator via the Integration on the Operator Network. This further means that for such Subscriber is not required to: (i) Activate its account with Anghami for the Partner Service; or (ii) use the Partner Service. This type of Subscriber to a Package is counted on for calculation of the Subscription Fee at the same moment it requests to opt-In (i.e.: it sends the request to receive the credentials) to a Package.
- **“Retail Price”** means the monthly stand-alone subscription fee changed from time to time by Anghami to individual direct customers which purchase the Partner Service as a stand-alone product directly from Anghami in the Territory.
- **“Subscription Fee”** means the subscription fee which Operator must charge each MIC2 Subscriber for each Package in each month of the subscription period, as further set out in Clause 3 in this Contract.

- “**MIC2 Subscriber(s)**” shall mean any subscriber on the second mobile network operated by MIC2 and the recipient of MIC2 Services, whether under prepaid or postpaid plans, who is an authorized user of the Combined Services as per hereunder under the Operator Network.
- “**Territory**” shall mean the Republic of Lebanon.

### Article 3: Subscription and Fees

3.1. During the Term of this Contract and in the Territory, MIC2 Subscribers will be offered by MIC2 the Combined Service to access the Partner Service via the Partner App. The Partner Service and Partner App shall be solely managed and supported by Partner. The data package provided within the Combined Service shall be solely managed and supported by MIC2. Once the Combined Service is activated by MIC2 Subscribers, the latter will be charged the relevant monthly subscription to Partner Service and the data usage fee as specified in the below sub clause 3.1.1:

3.1.1. Partner will initially provide one package as per the below uses. New packages shall be agreed between MIC2 and the Partner taking into consideration the subscribers Content views and/or habits with the aim to provide VOD packages to retain and/or enhance the subscriber VOD services experience:

#### Mobile Use VOD Package:

Mobile Use Package Subscription Fee shall be (Nine USD (\$9)/subscriber/month exclusive of taxes) (“Subscription Fee”): this package enables the Partner Subscriber to enjoy watching “OSN+ Standard Plan” as part of the Partner Service each month limited to **sixteen (16) GB (8GB all day (24 hours) and 8 GB off-peak) of movies and/or series on Operator Network** . The 16 GB data allowance is exclusively for data usage related to the Content only and cannot be used for any other services, including but not limited to browsing the internet or accessing other applications. This same Package will also allow the Subscriber access to unlimited watching over Wi-Fi the Partner Service (“**Approved Package**”). The term sheet related to the Approved Package is provided for under Annex 6.

MIC2 acknowledges and agrees that Anghami shall have the right to amend the Mobile Use Package Subscription Fee after mutual written agreement between MIC2 and Anghami with regards to the price of the Approved Package. Any new Package (“Proposed Packages”) that may be proposed by either Party must be approved in writing by the other Party prior to launch in the Territory.

3.1.2. A monthly automatic renewal mechanism duly communicated to Partner Subscribers by MIC2.

3.1.3. MIC2 shall ensure that the Subscription Fee charged and payable for the Combined Service by the Partner Subscriber as per above, are expressly agreed and approved by Partner;

3.1.4. Operator must bill the Subscription Fee, agreed between the Parties as per the terms of Clause 7, to all Partner Subscribers each month.

3.1.5. Operator must not, either directly or indirectly, break down the Subscription Fee or otherwise assign a value to the Partner Service within the Subscription Fee, other than to refer the Partner Subscriber to the Retail Price.

- 3.1.6. Operator must not, in any manner, refer to or imply that the Partner Service as being 'free'.
- 3.1.7. Any new Package ("Proposed Packages") that may be proposed by Operator must be approved in writing by Anghami prior to launch in the Territory. Operator must supply Anghami with all details relating to the Proposed Package, by way of the Package Term Sheet as per the form provided for in Annex 4. Anghami will then review the Bundle Term Sheet and approve or reject the same. The final approved new Packages are to be set out in a written amendment to this Contract.
- 3.1.8. Operator further acknowledges and agrees that any new Packages might be subject to different commercial terms than the ones set out in this Contract.
- 3.1.9. Operator acknowledges and agrees that:
  - i- Anghami may require approval from its Content licensors to release a Package and this approval may take up to 30 days.
  - ii- Anghami is not to be held liable if a Content licensor turns down or requires an amendment to a proposed Package.

#### **Article 4: Implementation of the Partner Service and App in the Combined Service**

- 4.1 MIC2 Subscribers in the Territory who desire to benefit from the Combined Service shall subscribe to the Combined Services and download the Partner App on their smart device (smart phones, tablets, computers).
- 4.2 The subscription for the Combined Services shall be recurrent on a monthly basis and shall be available to MIC2 Subscribers in the Territory who have settled the related monthly Subscription Fee as defined in Clause.3.1 herein above.
- 4.3 The Subscription Fee as defined in Clause 3.1 herein above may be subject to change upon Partner and MIC2's mutual prior written consent. MIC2 shall not apply such changes unless gaining prior written approval on these changes from the Lebanese Ministry of Telecommunications and Partner.
- 4.4 MIC2 will charge the Subscription Fee related to the Combined Services subject of this Contract as detailed in Clause 3.1 hereinabove to the monthly invoices of the related postpaid MIC2 Subscribers, or deduct the said subscription and usage fee from the balance of the related prepaid MIC2 Subscribers on a monthly basis.
- 4.5 The Parties intend to share non-confidential aggregate performance data to help both Parties develop an understanding of how the Combined Service is performing and how different types of Customers are choosing to use the Combined Service.

#### **Article 5: Partner Rights and Obligations**

- 5.1 Partner undertakes to carry out its obligations subject to this Contract, in a way that preserves the rights of MIC2 and ensures its best interest and benefits and undertakes to abide by all MIC2's guidelines set in this regard under Annex 2 (SLA) and elsewhere in this Contract.
- 5.2 Partner undertakes on its total expense and liability to obtain all required licenses and permits related to the Partner App and to its Contents. Should the Partner decide to register any of its related intellectual property rights, trademarks, patents, copyrights related to the Partner Service and Partner App, Partner shall

do so at its own expense and liability. In this respect, Partner undertakes to relieve and hold MIC2 harmless from any claim by a third party regarding a violation of IPR, except in the event where MIC2 uses such IPR contrary to Anghami's guidelines or without its express written approval.

- 5.3 Anghami warrants that the Subscribers can download and use the Partner App and website on any smart device including but not limited to smart phones, tablets, PC/MAC, compatible with the operating systems of both Android and iOS.
- 5.4 The Partner declares that the Partner Service may require from the Partner Subscribers to provide their names and phone numbers for the creation of their user accounts on the downloaded application and/or link on their devices. The collection of such information will be strictly obtained to the extent permitted and will be handled as confidential information. The downloaded applications and/or links on the subscribers' smart devices will serve its sole purpose which is enabling access to the Partner Subscribers for using the Partner Service and to allow the Partner to be able to communicate with the Partner Subscriber.
- 5.5 In the performance of this Contract, Partner shall comply with all applicable laws and regulations in the Territory, and in particular with content and censorship restrictions in the Territory, if any and to the extent such restrictions would be applicable to the Partner Service. MIC2 shall in a timely manner communicate any concerns or complaints regarding censorship or any other content restrictions in the Territory.
- 5.7 Partner will offer the Partner Subscribers access to the available Content of the Partner Service . Operator acknowledges that such Content may vary from time to time based on the Content providers' agreements with Anghami.
- 5.8 Partner will secure access to the Partner Service and Partner App mediating the access to the Content of the Partner to Partner subscribers.
- 5.9 Anghami grants Operator the right to make the Partner Service available in the Territory during the Term. Operator must only provide the Partner Service as component within the Packages approved in this Contract and in accordance with the terms and conditions of this Contract.
- 5.10 The Approved Package , as approved under Article 3.1.1.i, comprise the only method by which Operator can distribute the Partner Service under this Contract.

- 5.11 Partner ensures that:

With respect to Mobile use of VOD, the Partner Subscriber can utilize the same "OSN+ Standard Plan" of the Partner Service on 2 different devices at the same time, only on the same SIM card that the subscription is registered to. On phone or web, the User should follow the one-token login scheme (OTP), and on TV, the User should follow the QR code. Two devices can be used to watch at a time for each subscription.

OSN+ Standard Plan: means the Partner Service where the Partner App shall be made available on standard definition to Partner Subscribers. A Partner Subscriber may avail Two (2) concurrent streams and download and watch the content offline.

- 5.12 Partner will assist and support MIC2 in the marketing campaigns by providing branding materials and any other relevant material deemed appropriate to the extent permitted, at Partner's own discretion.

- 5.13 Partner shall provide the necessary required technical and application support to the Partner App and Partner Service and shall do its best effort as per the terms of this Contract to provide within the Combined Services in the Territory content substantially similar as it may be available to the Partner Service in the Territory outside the context of the Combined Services (and not to withhold any Content to Customers that may otherwise be accessible in the Territory, unless required under the terms of this Contract). The technical and application support levels are attached hereto as Annex 2.
- 5.14 Partner undertakes to abide by the Deontology Code of the Mobile Applications attached hereto as Annex 1, which forms an integral part of this Contract.
- 5.15 Activating Accounts
- 5.15.1 Anghami must deliver the Partner Services to Partner Subscribers and will do so in accordance with its online terms and conditions for the Partner Service (“OSN+ Terms”). Operator agrees that the OSN+ Terms must also be referenced by Operator in its website promoting the Package in a manner that allows any MIC2 Subscriber to review them readily at any time.
- 5.15.2 Operator acknowledges and agrees that each Partner Subscriber to the Partner Service must, in order to access the Partner Service, request the provision of the credentials from Anghami. When sending a request to receive the credentials, a Partner Subscriber must accept the OSN+ Terms.
- 5.16 Partner warrants and holds total liability that the Partner App: To the best of its knowledge and as of the date of this Contract, is safe and free of hidden features, malware, viruses. Partner makes all reasonable commercial efforts to keep the Partner applications are compatible with iOS and Android devices and meet application minimum requirements
- Does not misuse or abusively use MIC2’s network capacity or bandwidth beyond the normal usage of network capacity required for the intended operation of the Partner Service by Customers as compared to other similar audiovisual content services and data usage. For the purposes of this Contract, MIC2 acknowledges that the Partner Service and the Partner App constitute a VOD services for the provision of audiovisual content via mobile networks
  - Does not interfere, damage, or access in an unauthorized manner MIC2’s network and/or servers and/or systems whatsoever. Access is to be granted for the required integration of the Partner Service and Partner App within MIC2 systems and network for the purposes of this Contract, including the updating of any content that may be kept in locally-installed content delivery appliances.
  - Does not perform any payment, change user’s profile, send any SMS, initiate network connectivity, or anything that has a direct or indirect impact on the user except upon user’s acceptance. MIC2 acknowledges and accepts that the Partner App may offer in-app and similar means of notification, subject to the control by the Customer of its privacy settings and covered by the Terms of Service of the Partner App.
  - Does not contain any offensive, obscene, or any prohibited or restricted material by the Lebanese rules, regulations and laws. In the event that any such content is found in the Partner Service and declared so by firm

resolution of a competent authority in the Territory, Partner will proceed to block any such content in the Territory.

- Does not contain any User Interface (UI) impersonation.

- Does not lead to any sensitive data leakage of any kind (such as but not limited to: the location, Phone identifiers such as IMSI or IMEI, Account Details, the user ID info: name, number, device ID, Authentication credentials, Authorization token), and that no unsafe sensitive data storage shall occur (sensitive data should always be stored encrypted) and that no unsafe sensitive data transmission shall occur (sensitive data shall be encrypted in transmission to avoid any tap by any attacker), provided however that certain communications (such as Header Enrichment) between the systems of both Parties may occur under HTTP protocol (not encrypted), thus Partner shall not be responsible of any leakage on such unencrypted transmissions. Notwithstanding the preceding, and although Partner follows commercial industry standards in security, Partner makes no guarantee against hacking incidents (i.e. electronic attack of a malicious or unauthorized nature, initiated by a third party or employee with the intention of damaging, destroying, altering, encrypting, overloading or interfering with the Partner Service, the Partner App, and/or Partner data and/or records), cyber-attacks (including any hacking incident and denial or service attacks, i.e. any unlawful or unauthorized attempt specifically targeted at Partner to overload, hinder, interrupt or suspend service of the Partner Service and/or the Partner App via the internet), data breaches, including data losses (i.e. the loss of, unlawful or unauthorized alteration of, inappropriate publication of, or theft of data residing in Partner systems or of documentation held in non-electronic format) and data extortion (i.e. any demand made against Partner, Partner Subscribers or MIC2 Subscribers by a third party who threatens to introduce, initiate or continue a data breach which would result in Partner or MIC2 and its respective subscribers suffering a financial loss if such demand is not met).

5.17 Partner undertakes and warrants that, to the best of Partner's knowledge and as of the date of the Contract, the Partner App:

- 5.7.1 Is provided diligently, with reasonable skill and care and under same standards as any other similar services in the Territory.
- 5.7.2 Is in compliance with all Lebanese regulatory requirements.
- 5.7.3 Does not infringe the rights of any third party or cause MIC2 to infringe any such rights.
- 5.7.4 Does not infringe or attempt to infringe any intellectual property right, trademarks, patents, copyrights; to this effect Partner shall defend MIC2 against any claim that the Partner App and/or its contents and any design infringe on any patent or copyright granted or registered in Lebanon or abroad.

## **Article 6: MIC2 Obligations**

- 6.1 MIC2 undertakes to carry out its obligations subject of this Contract, in a way that preserves the rights of Partner and ensures its best interest and benefits and undertakes to abide by all relevant Partner's guidelines set in this regard.
- 6.2 MIC2 shall make available and actively promote to MIC2 Subscribers, as it sees fit, the Combined Services as defined above.
- 6.3 MIC2 will dedicate a space for hosting the servers mentioned in sub clause 5.3 above.
- 6.4 MIC2 will promote, as it sees fit the agreed product via its own communication channels: to operator official website, operator social media, SMS...
- 6.5 MIC2 is responsible for the billing system, money collection and redistribution of revenues and Subscription Fees agreed as set forth below in Article 7.
- 6.6 MIC2 is responsible to offer the Partner Service on monthly basis to the MIC2 Subscribers who wish to voluntarily subscribe to the Packages.
  - Postpaid MIC2 Subscribers who subscribe after the commencement of their respective billing cycles, will be billed the full package price, and the subscription validity for 30 days. The Combined Service is automatically renewed if the Subscriber does not terminate his subscription prior to the beginning of the following billing cycle.
  - Prepaid MIC2 Subscribers who subscribe to the Combined Service, will be billed the full package price with a validity period of 30 days. The Combined Service is automatically renewed (if enough credit at the renewal time) if the Subscriber does not voluntarily terminate his subscription prior to the expiry period date.
- 6.7 MIC2 is responsible to notify the Partner Subscribers through SMS that they have reached their free GB limit over the Operator Network, and that now they will be charged from their own internet data bundle.
- 6.8 MIC2 is responsible to notify the Partner Subscribers through SMS that they have reached GB limit (when they reach 50% and 80% of the limit) over the Operator Network
- 6.9 MIC2 undertakes and warrants that it is a duly organized and validly existing corporation organized as a telecommunications operator with mobile communications license and spectrum authorized to operate by the relevant Lebanese Authorities, and that has the technical and structural capability to offer the Combined Services diligently, with reasonable skill and care.
- 6.10 If Anghami has granted Packages rights to Operator, such Packages can only be provided to Customers in accordance with the relevant Package Restrictions set out in Annex 5.
- 6.11 Operator acknowledges and agrees that the Package Restrictions set out in this Contract and Annex 5 might be subject to change at any time and for any reasons, at Anghami's sole discretion. In such circumstances, Anghami is to notify in

writing the Operator of such changes and Operator must comply with the same by making any required amendments to the Packages' offering.

6.12 Operator must not downgrade or promote the downgrade of any Partner Subscriber of any package of the Partner Service (or between any other packages which might be available from time to time, as agreed between the Parties).

6.13 Partner Service - Specifications

- Operator acknowledges that the Partner Service is provided 'as is' and Anghami retains control of the Content offered on the Partner Service and the configuration and interface of the Partner Service.

6.14 - Anghami makes no guarantees in relation to the nature, type or volume of any Content that may be available on the Partner Service from time to time.

#### **Article 7: Pricing, Payment and Report**

7.1 MIC2 shall pay Partner:

7.1.1 MIC2 shall be responsible for billing and collecting the Subscription Fees paid by the MIC2 Subscribers for the Combined Service.

7.1.2 MIC2 shall pay to Partner the Partner Revenue Share as detailed under this Article. The Partner Revenue Share payable by MIC2 to Partner hereunder shall be settled in LBP currency at the Average rate of the Central Bank Sayrafa Platform Exchange rates of all days of the corresponding month of the invoice issued, unless agreed otherwise in writing between the Parties. All payment must be deposited in the in the following bank account of Anghami or to any other bank account as specified by Anghami

- BENEFICIARY NAME: ANGHAMI FZ-LLC

<u>ACCOUNT NR.</u>	<u>CURRENCY/TYPE</u>	<u>IBAN</u>
013426080002	LBP/FRESH Account	LB59005600000000013426080002

- BANK ADDRESS:

BANK AUDI SAL

Achrafieh Corporate Branch - Sofil Center

Charles Malek Avenue - Achrafieh -

Beirut - Lebanon

SWIFT CODE : AUDBLBBX

All payments by MIC2 to Partner specifically relate to Partner providing MIC2's Subscribers with access to the Partner Service and Partner App alone and do not constitute a separate license or payment or royalty for any intellectual property contained on the Partner Service. The Parties acknowledge that due to the evolving economic and financial situation in Lebanon, the Parties may agree on a new and different payment mechanism by MIC2 to Partner by mutual approval via an addendum and said mechanism will be binding to both Parties.

7.1.3 Payment in due time and form is a material element and of the essence to this Contract.

- 7.2 MIC2 shall issue a monthly statement and notify it to the Partner once available ("MIC2 Monthly Report"). Said MIC2 Monthly Report are to be generated by MIC2 billing system for Partner Service and include the details of:
- The Subscription Fees paid by its subscribers for the Package
  - Number of Customers subscribed to the Package ("Monthly Subscribers Number")
- 7.3 The Parties acknowledge that the Retail Price of the Partner Service as of the Effective Date of this Agreement is USD 8 per monthly subscription. The Parties further acknowledge that the Subscription Fee for the Approved Package is composed of:
- (i) the applicable Retail Price as of the Effective Date; and
  - (ii) an additional fixed fee of USD 1 payable to MIC2 per subscription by the Subscription ("**Additional Fixed Fee**").

All Collected Revenues generated from the Partner Service shall be shared as per the below Revenue Share:

- 70% of the applicable current Retail Price shall be in favor of Anghami;
  - 30% of the applicable current Retail Price will be in favor of MIC2; and
- the Additional Fixed Fee of USD 1 per monthly subscription shall be payable to MIC2 by each Subscriber.

In the event that Anghami decides to amend the Retail Price at any time during the Term, the Subscription Fee and the corresponding Revenue Share amounts shall automatically adjust in proportion to the updated Retail Price. In this respect, Anghami shall always be entitled to the seventy percent (70%) share on the updated Retail Price and MIC2 shall be entitled to the thirty percent (30%) share on the updated Retail Price, in addition to the Additional Fixed Fee limited to USD 1 per monthly subscription, unless the Parties agree otherwise in writing and subject to MoT approval.

Based on the provisions of clause 7.6 below and the share revenue arrangement of clause 7.3, the Partner will issue an invoice to MIC2 on or about the first /1st/ business day of the following month, and MIC2 shall settle same to the Partner within sixty /60/ business days as of receiving the invoice of the Partner Revenue Share in this regard. Settlement shall be made in LBP (Average Sayrafa rate for the corresponding month) via wire transfer to the bank account of Anghami as provided by the latter, or any other method as agreed upon in writing between the Parties from time to time as stated in this Contract.

- 7.4 If for any reason the data files containing relevant billing information is totally or partially impaired, and consequently the MIC2 Subscribers are not (or not correctly) billed due to this impairment, MIC2 will compensate the Partner by paying the difference in the next billing cycle.
- 7.5 The Parties agree that a MIC2 Subscriber subscribed to a Package is counted in the MIC2 Monthly Report from the moment such MIC2 Subscriber opts-in to the Soft Bundle and have settled the related monthly Subscription until the end of its subscription period or until the MIC2 Subscriber opts-out from the Package (whatever is first).

- 7.6 Anghami must reconcile the data shown in the MIC2 Monthly Report with the data extracted from the Anghami internal reporting system (the "Anghami Report"). The Parties shall conduct a reconciliation process to resolve any outstanding discrepancies and agree on a final agreed upon record. In the event the Parties fail to agree on a final record, the MIC2 Report shall prevail.
- 7.7 MIC2 will maintain, throughout the Term of this Contract and for as many months thereafter, the Monthly Reports requested by Partner and mentioned in clause 7.2. The obligation of MIC2 to provide the Partner with the MIC2 Monthly Report shall survive termination of this Contract until the Partner receives the MIC2 Monthly Report for each relevant month.

#### **Article 8 : Payment to Anghami**

8.1 Operator must pay the Partner Revenue Share to Anghami each Month, as set out in the invoice, within 60 business days from the invoice issuing date. Operator acknowledge and agrees that any failure to pay an invoice within the 60 days from its issuance, shall be considered as a material breach of this Contract.

#### **Article 9: Taxes**

9.1 Subject to Article 9, each Party must pay all taxes and other governmental impositions and fees which may be imposed, assessed or levied in the Territory on such Party or any sums arising under this Contract, so that Anghami must receive the Partner Revenue Share without any deduction. If value added tax ("VAT") or any equivalent sales tax is applicable to the Partner Revenue Share, Anghami must apply such VAT in addition to the Partner Revenue Share.

9.2 Where, under the provisions of any Applicable Laws, Operator is required to deduct or withhold any amount, whether as Tax or however called, Operator will deduct or withhold the specified amount or rate from any amount payable to Anghami. The Operator must pay over or deal with any amount so deducted or withheld in accordance with the provisions of the Applicable Laws providing for the deductions. Where Operator makes any such deduction or withholding, Operator must provide Anghami with the official written receipts or tax certificate in respect of such deduction or withholding.

9.3 Where MIC2 makes any deduction or withholding as required by the Applicable Laws, MIC2 shall issue a withholding tax confirmation of the deduction paid to the Lebanese tax authority (if any) and shall provide such confirmation to Anghami.

#### **Article 10: Reserved Rights**

10.1 Throughout the Term, Anghami grants to Operator only the rights as set out in this Contract. Any other rights are retained by Anghami. Without limiting the generality of the foregoing, Anghami reserves the right to market, offer and make packages and bundles of the Partner Service available, either directly or indirectly, in the Territory.

10.2 Anghami may enter into any agreement with third parties in the Territory granting the right to distribute the Partner Service to end users in the Territory on such terms that Anghami may choose.

## **Article 11: Term and Termination**

11.1 This Contract shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter (the "Term"), unless terminated earlier in accordance with its terms.

11.2 This Contract 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.

11.3 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.

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

11.5 At the time of expiry or early termination of this Contract, this Contract shall be deemed extended until the full supply and provision of the VOD services of the corresponding month of termination.

11.6 Either Party has the right to terminate this Contract on an immediate basis:

i- if the other Party has committed a material breach of its obligations under this Contract and has failed to cure such breach within 30 days of being given written notice by the other Party to cure such breach (the "Remedy Period 1"), save what stated below under Clause 11.7; or

ii- if the other Party becomes insolvent or unable to pay its debts in the ordinary course of its business; or

iii- if a voluntary or involuntary petition under applicable bankruptcy laws is filed by or against the other Party; or

iv- if the other Party enters liquidation or ceases doing business as a going concern.

11.7 If Anghami receives any verbal or written directive from any regulatory body, government entity or other official agency, department, or ministry to stop providing the Partner Services in the Territory ("Regulatory Direction") or where continued provision of the Partner Services in the Territory may negatively impact on the business or brand

of Anghami, Anghami may immediately terminate this Contract by giving notice in writing to Operator.

11.8 Either Party has the right to terminate this Contract at its convenience and for any reasons on provision of a 60 days' notice to the other Party without any liability whatsoever.

11.9 The Parties acknowledge that a court order or similar ruling is not required for a Party to give effect to the termination provisions contained in this Article 11.

#### 11.10 Effects of Termination

Upon termination of this Contract for any of the above mentioned reasons, the Parties agree that:

11.10.1 Operator must cease selling the Packages and it must withdraw all Packages from the Territory;

11.10.2 each Party must remove any branding and logos, and any other material containing the other Party's Intellectual Property from any media of any nature (including without limitation the erasure of social media posts created by Operator about the Partner Service and/or its Content) and promptly certify in writing to the other Party that this has been done;

11.10.3 each Party must, if requested by the other Party, transfer and/or delete any materials, data and/or Confidential Information belonging to the other Party within 45 days of the date of termination;

11.10.4 payments due to Anghami must be paid in full within 60 days of the date of termination. Payments due to Anghami shall include amounts accrued due during the notice period, if any.

Upon termination of this Contract for a breach by Operator, Anghami may decide that either:

11.10.5 Customers who are still subscribed to a Package (that is, they are still within their Soft subscription period) will continue to receive the Partner Service and Operator will continue to comply with the terms of this Contract in relation to those Customers (including but not limited to the payment of the Partner Revenue Share) until all Customers have completed their subscription period; or

11.10.6 Anghami will cease providing the Partner Service via the Operator and approach all Partner Subscribers to subscribe to the Partner Service directly via Anghami.

### **Article 12: Intellectual Property Rights, Ownership, Titles, Guidelines and Restrictions**

12.1 Where any Anghami's Intellectual Property Right is used by or provided for use by Operator under this Contract, Operator will use such Intellectual Property Rights only in accordance with Anghami's prior written instructions and Operator is not to modify, alter or in any way use or permit for it to be used in any way other than as authorized by Anghami in writing.

12.2 Operator confirms and acknowledges that all Anghami's Intellectual Property Rights (including but not limited to any Content and any names, trademarks and

or logos owned and/or controlled under license by Anghami) are and will remain the sole and exclusive property of Anghami and that neither Operator nor any of its affiliates or, if applicable, any third party developers are to acquire by reason of this Contract any rights or interests in any Anghami's Intellectual Property Rights (including but not limited to any developments or variations created and/or utilized under this Contract and specifically, as may be utilized and/or featured on Operator Network or in any related marketing or promotional activities by Operator for the purposes of this Contract).

12.3 Operator further acknowledges and agrees that Anghami has and will retain full editorial control over the look and feel, the nature and all Content of the Partner Service.

12.4 All Intellectual Property Rights in and to any work produced by Operator under this Contract which utilizes any Anghami's Intellectual Property Rights, whether in existence now or created in the future, throughout the world, will be automatically assigned to Anghami as legal and beneficial owner, in perpetuity. Operator acknowledges and agrees that it will do all such reasonable further acts (including but not limited to the execution of any required assignment(s) or alternative instrument or documentation) as may be required by Anghami at any time in order to effect the meaning and intentions of this Clause 12. Notwithstanding the foregoing, the above assignment is not to be applied to the Operator Network and/or to any of Operator's preliminary, pre-existing or independently developed information, technology, data, code, materials or Operator Intellectual Property Rights (including any improvements, modifications, enhancements or derivatives thereto or thereof) ("Operator Property"), nor it is to be applied to the rights of any third party rights incorporated into any such work.

12.5 Operator warrants that all intellectual property contained within the Operator Property is not infringing and will not infringe the copyright, trade secrets, publicity or other proprietary rights of any third party.

12.6 Without prejudice to any other rights or remedies that each Party may have under Applicable Laws, each Party acknowledges and agrees that the other Party may be irreparably harmed by the breach of any provisions of this Clause 12 and that a compensation for damages alone may not be an adequate remedy for any such breaches by either Party. Accordingly, each Party is entitled without proof of special damages to apply for the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Clause 12 by the other Party.

12.7 All rights, title and interest in and to the Partner Service and Partner App will remain vested in Partner and Partner will at all times retain sole ownership /sole licensee (as the case may be) of the Partner Marks and/or all other intellectual property relating to the Partner Service (including programming content) ("**Partner IP**"). Nothing herein shall be construed as an assignment or transfer of the Partner IP to MIC2 or granting MIC2 the right to use that Partner IP for any purpose.

12.8 Partner will always retain the exclusive right to protect and enforce all rights in and to the Partner Service, Partner App, the Partner Marks and the Partner IP.

12.9 The Parties acknowledge and agree that:

12.9.1 the Partner shall remain the sole licensee/proprietor of the Partner Marks (As the case may be);

12.9.2 nothing in this Contract shall convey to MIC2 any right of ownership in the Partner Marks and Partner IP;

12.9.3 MIC2 will not now or in the future contest the validity of the Partner Marks;

12.9.4 MIC2 will not in any manner take any action that would impair the value of, or goodwill associated with the Partner Marks; and

12.9.5 Any goodwill generated hereunder in respect to the Partner Marks shall accrue solely to Partner.

### **Article 13: Confidentiality**

13.1 For purposes of this Contract, "Confidential Information" means any information that is not generally known to the public and that is or was used, developed or obtained by either Party in connection with its business or this Contract; provided, however, that Confidential Information will not include information that:

13.1.1 is or becomes publicly available through no fault, default or breach of or by the receiving Party;

13.1.2 was, prior to the time of disclosure to the receiving Party, rightfully acquired by the receiving Party from a third party without restriction or obligation of confidentiality; or

13.1.3 Was, prior to the time of disclosure to the receiving Party, independently developed by the receiving Party. The terms of this Contract will be considered the Confidential Information of both Parties.

13.2 During and after expiry of the term of this Contract, each Party will hold the Confidential Information of the other Party in trust and confidence and will not use and/or disclose to any third party such Confidential Information without the prior written consent of the disclosing Party. Each Party will limit internal access to and disclosure of the other Party's Confidential Information solely to its shareholders, affiliates, investors, potential investors, directors, officers, employees, consultants, auditors and agents on a "need to know" basis for purposes directly related to the performance of the Party's obligations hereunder. Each Party will exercise the same care in preventing unauthorized disclosure and/or use of the other Party's Confidential Information that it takes to protect its own proprietary and confidential information, but in no event less than reasonable care. During and after the term of this Contract, the Parties will not sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, adapt, create derivative works from or otherwise use any such Confidential Information.

13.3 Upon the expiration or earlier termination of this Contract for any reason or upon the request of the disclosing Party at any time, the receiving Party will immediately return to the disclosing Party any and all Confidential Information of such disclosing Party under such receiving Party's control or in its possession and will not at any time thereafter use, copy, reproduce, transmit or furnish to any third party any such Confidential Information.

13.4 The confidentiality obligations subject of this Article 10 shall survive the expiration or early termination of this Contract.

With the exception of Partner's trade secrets, MIC2 shall have the right to disclose Confidential Information without Partner's prior written consent to the Republic of Lebanon represented by the Ministry of Telecommunications.

Both Parties acknowledge that the present Contract will be published to the public on PPA website as per Articles 46 and 62 of the PPL law no.244/2021.

#### **Article 14: Indemnity and Limitation of Liability**

14.1 Subject to Clause 14.2, each Party will indemnify and keep indemnified the other Party against any award made against it by a court of competent jurisdiction resulting from a claim by any third party (including but not limited to a rights holder or a government, regulatory body or other third party) and any reasonable costs incurred in defending such claim, where the claim has arisen directly from any breach by the Indemnifying Party of the terms of this Contract.

**14.2 If a Party ("Indemnified Party") receives a claim covered by the indemnity provisions set out under Clause 14.1" above (each a Claim") such Indemnified Party must:**

- i. as soon as reasonably practicable give written notice of the Claim (with reasonable detail) to the Party providing the indemnity ("**Indemnifying Party**").
- ii. not make any admission of liability, agreement or compromise in relation to the Claim (save where required by Applicable Law) which may be prejudicial to the defense or settlement of that Claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed); and
- iii. at the request of the Indemnifying Party, afford to the Indemnifying Party all reasonable assistance for the purpose of contesting any Claim, provided that the Indemnifying Party will pay to the Indemnified Party all costs and expenses (including legal costs) reasonably incurred by the Indemnified Party in doing so.

14.3 The Indemnifying Party must, at its own expense, conduct any litigation arising from a Claim and all related negotiations. The Indemnifying Party will obtain the prior written approval of the Indemnified Party before entering any settlement of the Claim.

14.4 Except as stated otherwise under this Contract and excluding liability arising under Clause 11.1 (Effects of termination), Clause 14 (Indemnity), Clause 15.3 (Operator Network warranties) or Clause 16 (Data Protection), neither Party will be liable to the other Party in contract, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages.

#### **Limitation of Liability**

14.5 Except for Operator's indemnification obligations, payment obligations, breaches of confidentiality and data protection laws, violation of the usage restrictions or license terms, or infringement of Anghami's intellectual property rights, in no event shall either Party be liable to the other Party or any third party for any indirect, incidental, special,

consequential, exemplary or punitive damages arising out of or related to this Contract, including but not limited to lost profits, loss of data, or business interruption..

#### **Article 15: Warranty and Representation**

15.1 Each Party warrants that:

- i. it is fully entitled to enter into this Contract and to perform all its obligations hereunder.
- ii. It has not entered into and will not enter into any agreements inconsistent with the provisions hereof.
- iii. It has full capacity and authority to enter into this Contract and that it has or will obtain prior to the Launch Date, any necessary licenses, consents, and permits required of it to fulfill all its obligations under this Contract; and
- iv. its personnel working in respect of services covered under this Contract are and will be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to perform each Party's respective obligations.

15.2 In addition, each Party assumes full responsibility for the management of all personnel and the acts and omissions of all sub-contractors in the provision of their respective obligations. Each Party is liable to the other Party for such acts and omissions as if they were the acts and omissions of such Party but only to the extent that each Party would be liable for such acts and omissions in accordance with the provisions of this Contract.

15.3 Operator further warrants that Operator Network is not infringing and it will not be in breach of the Intellectual Property Rights (or any other proprietary rights) of any third party and it is and it will at all times be operated and maintained by Operator in compliance with good industry practice.

15.4 Anghami further warrants that:

- i. Operator is not liable for any third-party fees, royalties and residuals including any sums due to any collecting society, artist, creator, publisher, performer, photographer, writer, director or any other contributor or producer in connection with the Partner Service.
- ii. the Partner Service is provided in accordance with Good Industry Practice; and
- iii. the Content of the Partner Service is provided on 'as is' basis

#### **15.4 Performance Bond**

Within fifteen (15) days from signing this Contract, Partner shall provide MIC2 with an "on first demand" irrevocable Performance Bond in an amount equals to USD 7,100 (USD seven thousand one hundred) to be settled (if the PB has been executed) in LBP currency at Average Sayrafa rate (or equivalent platform) for the corresponding month which equal to 10 % of the first estimated yearly MIC2 revenue share, to be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, that have received a credit rating of at least a "prime" investment grade (BBB or above), or by a foreign bank.).

The said Performance Bond shall provide that the issuing bank guarantees (jointly and severally with Partner) 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 and provision of Partner to all of its obligations under this Contract.

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

#### **Article 16: DATA PROTECTION:**

16.1 Each Party acknowledges that it may process Personal Data in connection with the performance of its obligations under this **Contract**. With respect to any Personal Data provided by one Party to the other Party for such purposes, the Party providing the Personal Data will be the "**Data Controller**" and the other Party will be the "**Data Processor**".

16.2 Each Party represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Data complies with all applicable Data Protection Laws especially law 81/2018. Each Party must maintain and handle all Personal Data in accordance with its obligations as a Data Processor and/or Data Controller under the applicable Data Protection Laws.

16.3 The Data Processor will treat Personal Data as Confidential Information and will only process the Personal Data as specified by the Data Controller and only for the purposes of performing its obligations under this Contract. The Data Processor must not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the documented instructions from the Data Controller or as required to comply with applicable laws.

16.4 The Data Processor must implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected.

16.5 Each Party agrees to promptly notify the other Party about any actual or suspected data breach involving Personal Data and to cooperate in any investigation thereof.

16.6 Upon termination of this Contract, the Data Processor shall cease processing Personal Data provided by the Data Controller and will delete or return all such Personal Data, at the Data Controller's choice.

16.7 The Parties shall ensure compliance with this clause by their personnel and any sub-processors engaged to process the Personal Data. This clause shall survive termination or expiration of the Contract.

### **Article 17: Assignment**

- 17.1 The Partner shall not assign this Contract, totally or partially, or any right or obligation hereunder, without the express written approval of MIC2.
- 17.2 MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Contract to the Republic of Lebanon or any of its designees, by giving the Partner prior written notice of such assignment but without having to obtain Partner's consent prior to such assignment. For the avoidance of doubt, the Partner 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 continue to be responsible to Partner for any of the obligations, liabilities, debts or charges of any kind relating to or arising from this Contract. The Assignee of the present Contract shall also have the right of assignment provided for under this Clause 17.2.

### **Article 18: Force Majeure**

- 18.1 The Parties shall not be liable for any delay or failure of performance caused by a force majeure as defined by the Lebanese laws, rules and regulations, nor shall any delay or failure of performance due to the said force majeure effect be deemed a breach or a default in the performance of this Contract. However, the time within which a Party is required to perform any act under this Contract shall be extended where the delay in the performance of the act is due to any of the events of the said force majeure. In this regard, the Party entitled to the extension of time under any of the provisions of this Contract shall:
- 18.1.1 Notify the other Party promptly of the occurrence of the event resulting in the delay;
- 18.1.2 Use its best endeavors to abate the delay, as far as possible; and
- 18.1.3 Perform the act delayed immediately after the abatement of the unavoidable delay unless the other Party shall have instructed it not to perform same.
- 18.2 If the event constituting the force majeure continues for a period of sixty (60) days, then either Party shall be entitled to terminate this Contract by giving two (2) weeks' notice in writing to the other Party.

### **Article 19: Non-Exclusivity**

Nothing in this Contract shall be construed as giving either Party any rights of exclusivity. Therefore, both Parties are entitled to negotiate with and enter into contracts and/or Contracts with third parties that contemplate the same or similar purpose and encompass the same or similar scope as this Contract whether with same or different terms and conditions.

### **Article 20: Domicile and Notices**

- 20.1 Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble (or to such alternative address as one Party may notify to the other in writing).

20.2 Any notice, request and other communication under this Contract made to these addresses shall be valid and effective only if in writing and may be served by hand, registered or certified post, international courier service, and/or electronic mail and will be deemed sufficiently served or delivered:

20.2.1 in the case of hand delivery, on the next business day after delivery;

20.2.2 in the case of registered or certified post, three (3) business days after posting (twenty (20) days after posting if the recipient is in a foreign country); or

20.2.3 in the case of international courier service, two (2) business days after acknowledgement of delivery by said international courier service; or

20.2.4 in the case of electronic mail, at the time it is sent as evidenced by a record at the sender's computer provided that is sent during a business day, otherwise the following business day.

#### **Article 21: Jurisdiction**

21.1 This Contract is governed by and constructed in accordance with the laws of the Republic of Lebanon. MIC2 represents and warrants to Partner that this Contract shall be and is capable of being enforced in accordance with its terms under the laws of Lebanon.

21.2 All disputes arising out of or in connection with the implementation and/or interpretation of this Contract shall be submitted to the Beirut courts and settled under the laws of Lebanon.

#### **Article 22: General Legal Provisions**

22.1 Each Party is responsible for complying with all Applicable Laws in the Territory.

22.2 Each Party is responsible for obtaining and maintaining all consents, approvals and licenses necessary for the management and continuance of their respective operations in the Territory.

22.3 Each Party acknowledges and agrees that throughout the Term, it is and will remain compliant with any national or international sanctions, prohibitions, and/or trade controls in place in the Territory (including those issued under the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act (UKBA), as amended from time to time).

22.4 Neither Party may assign any of its rights under this Contract, except with the prior written consent of the other Party, except that either Party may assign this Contract in connection with a change of control transaction, provided that the acquirer has agreed in writing to comply with and be bound by all the acquiree's obligations hereunder. Any purported assignment of rights in violation of this Clause is void. Notwithstanding the above, Either Party may assign this Contract, in whole or in part to its parent company and/or any subsidiary or otherwise affiliated company in its group of companies at any time.

22.5 Operator acknowledges that Anghami may undergo a change of control, including but not limited to a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets (a "Change of Control Event"). In the event of a Change of Control Event, Anghami shall have the right to assign this Contract and all its rights and obligations hereunder to the surviving entity or purchaser, as applicable, without the

consent of the Operator. Anghami shall provide written notice to the Operator within thirty (30) days after the completion of any Change of Control Event. Operator shall not have the right to terminate this Contract solely because of a Change of Control Event. In the event of an assignment in connection with a Change of Control Event, the assignee shall assume all Anghami's rights and obligations under this Contract and shall be bound by the terms and conditions hereof. Notwithstanding the foregoing, in the event of a Change of Control Event where the surviving entity or purchaser is a direct competitor of Operator, Operator shall have the right to terminate this Contract upon thirty (30) days written notice to Anghami, provided such notice is given within sixty (60) days after Operator receives notice of the completion of the Change of Control Event.

22.6 This Contract does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties. Neither Party has the power to obligate or bind the other or to create a liability against the other in any manner or for any purpose whatsoever other than those as expressly provided for herein. The Parties are to act in all respects as independent contractors.

22.7 This Contract and any documents referred to herein (including any Package Term Sheet that might be signed after this Contract commences) constitutes the final and complete agreement between the Parties with respect to the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. The provisions of this Contract cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings.

22.8 The Parties can amend this Contract only by a written agreement of the Parties which is signed by an authorized signatory of each Party.

22.9 Each Party agrees that the provisions in Clause 2 (Definitions), Clause 11 (Term and Termination), Clause 11 (effects of termination) Clause 14 (Limitation of liability) Clause 15 (Warranty and representation) Clause 9 (Taxes), and Clause 13 (Confidentiality) Clause 12 (Intellectual Property Rights) Clause 22 (General) and Clause 21 (Governing Law and Jurisdiction), in addition to any other provision that by its terms is intended to survive the expiration or termination of this Contract, are to survive the expiration or termination of this Contract.

22.10 No third Parties are to benefit from this Contract nor obtain any rights under it unless otherwise expressly stated in this Contract.

22.11 This Contract may be executed in any number of counterparts, each of which when executed and delivered are to be considered as an original and all the counterparts together are to constitute one and the same instrument..

22.12 Except as expressly provided in this Contract, each Party must, at its own expense, do all things reasonably necessary to give full effect to this Contract and the matters contemplated by it.

22.13 This Contract has been negotiated and drafted in the English language. If reference to an Arabic translation is required, any ambiguity in the Arabic text or any disagreement concerning the Arabic text must be resolved by reference to the English text.

22.14 Except as specifically authorized herein, Neither Party will act, or hold itself out, as the agent or representative of the other Party or its affiliates and will not make any

offers in the name of, or on behalf of, the other Party or its affiliates for any purpose other than as permitted under this Contract or without prior written authorization to do that.

22.15 Nothing in this Contract is intended to or will operate to create a ship or joint venture of any kind between the Parties, and neither Party will have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

22.16 No modification or variation of this Contract will be valid unless it is in writing and signed by or on behalf of each of the Parties to this Contract. For the avoidance of doubt, no modification or variation of this Contract will be valid if made by email.

22.17 Unless expressly so agreed, no modification or variation of this Contract will constitute or be construed as a general waiver of any provisions of this Contract, nor will it affect any rights, obligations or liabilities under this Contract which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Contract will remain in full force and effect, except and only to the extent that they are so modified or varied.

22.18 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Contract or by applicable law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

22.19 This Contract constitutes the entire Contract and understanding of the Parties relating to the subject matter and supersedes any previous contract, Contract or understanding between the Parties in relation to that subject matter.

22.20 This Contract is signed and certified in two original copies in Beirut on the date stated in the heading of this Contract (Effective Date), each of the two parties is provided with one original copy.

**Mobile Interim Company Number.2  
S.A.L.**

**Karim Bek Salaam**

**Chairman General Manager**

**Signature:**

**Nibal Matta Salameh**

**Chief Financial Officer**

**Signature:**

**Anghami FZ LLC**

**Elias Habib**

**General Manager**

**Signature:**

Annex 1

Deontology Code

## Annex 2

### SLA

#### **Introduction**

This sets out the service level agreement between Anghami and MIC2 for the purposes of providing a seamless experience to their combined / bundled customers.

#### **Definition of terms**

For purposes of this Annex 2, each defined term shall mean:

- Partner must provide on-site support and/or remote support: 24 hours a day, 7 days a week and a maximum response time based on the below SLA :

Critical Priority (Severity A) (Impact on MIC2's Performance)	Immediate response by phone or email	Maximum 2 hours resolution time as of the response / 24 hours - 7 days a week	24 hours for Post Issue Report (PIR)
Major Priority (System Urgent or Severity B)	Response by phone or email within maximum 1 hours	Maximum 6 hours resolution time as of the response / 24 hours - 7 days a week	2 Business days for Post Issue Report (PIR)
Minor or Not Critical (System is running with no threat)	Response by phone or email within maximum 5 hours	Maximum 5 working days for resolution as of the response including site visit upon MIC2's request	N/A
Query	Response by phone or email within maximum 1 day	Maximum 2 weeks for resolution as of the response including site visit upon MIC2's request	N/A
Hardware Repair and Return	Response by phone or email within maximum 1 day	Maximum 6 weeks for resolution time as of the response	N/A

- The platform shall ensure a network availability of 99.999%
- No impact on customer experience should exist (bypass mechanism should be available)
- Daily health check for all the processes
- Partner should support in creation of new bundles, ensuring successful testing, troubleshooting and implementation of the solution.
- Partner must provide support services, including response times and escalation procedures.
- Partner must provide availability of software updates and patches.
- Support should include automate health check for all the processes ensuring no impact on network or customer experience
- No traffic loss on the network – customer level is allowed or tolerated
- Partner must provide hardware warranty and replacement policies.

- Partner must provide 3 years warranty and support for the overall solution – hardware and software.
- Partner should specify repair and return time (with no impact on the customers or experience).
- Partner must provide support for 3 years that start with the acceptance of the solution
- Partner must provide support services, including response times and escalation procedures.
- Repair and Return for the damaged hardware is needed.
- Solution should run on the latest version during acceptance, and throughout the 3 years of support the latest version should be provided and installed as part of the support agreement
- Partner must attach escalation chart email address and helpdesk number to contact in case of a breach or support.
- Health Check Assessment: to audit all configuration changes that occurred on the platform. Health Check to be conducted each quarter or earlier if needed
- The Partner shall have local support offices. On site assistance shall be included for the project implementation and for all issues after acceptance.
- Health Check Assessment: to audit all configuration changes that occurred on the platform. Health Check to be conducted each quarter
- Monthly and quarterly reports

Possibly:

- On-site certified engineer is needed on site to work all aspects of the solution for 1 year after FAC.
- Resident certified engineer shall be assigned to this project.
- On-site visits (environmental check and preventive maintenance to be conducted each quarter)

### Annex 3

#### Marketing Activities and Customer journey

##### 1. CUSTOMER/ MIC2 Subscribers JOURNEY

- 1.1 The Parties are to agree the Customer journey on or before the Launch Date.
- 1.2 In any case, the Operator is to ensure that the Partner Service's terms and conditions available on the 'OSN+' website are linked into the terms and conditions of the Operator relating to the bundle or package.
- 1.3 The Customer journey is to be designed to limit the need for either Party to share any Personal Data.

##### 2. MARKETING ACTIVITIES

- 2.1 Throughout the Term in the Territory, Operator shall promote, as it sees fit the agreed product via its own communication channels: to the operator official website, operator social media, SMS
- 2.2 Operator shall ensure that OSN+ Logo, as set out below, is included in all advertising materials including but not limited to webpages, promotional materials, advertisements, and banners (subject to use approval in accordance with Paragraph 2 below).
- 2.3 Operator shall ensure that any and all communications in any form (including but not limited to emails, SMSs, phone calls, social media and website communications) that Operator publishes, sends or otherwise communicates in any manner to Customers and MIC2 Subscribers of the general public shall be priorly be approved in writing by Anghami (email to suffice) and that the Parties work together to achieve positive messaging and a positive outcome from all such communications.

##### 3. OSN+ LOGO AND OSN+ MARKETING MATERIALS

- 3.1 Upon Operator request, Anghami in writing may permit Operator to use OSN+'s logos and marks (**OSN+ Logo**) or other promotional content (such as stills, videos, graphics etc) owned by Anghami (**OSN+ Marketing Materials**).
- 3.2 Operator might use OSN+ Marketing Materials and/or OSN+ Logo subject to Anghami's prior written approval (email to suffice) as to content, appearance and presentation, electronic images or samples of each proposed use of such OSN+ Marketing Materials and/or OSN+ Logo. Operator acknowledges that the OSN+ Logo and the OSN+ Marketing Materials are strictly controlled, including any images and/or videos provided by Anghami's studio content providers, and a breach of this provision shall be considered a material breach of this Contract.

#### OSN+ Logo



**Annex 4**  
**Package Term Sheet**  
**(sample format)**

Name of Package	[Retail name of Package]
bundle Type	Insert type of Package
Description of Package	[
Subscription Period	[Include period during which a Partner Subscriber will be entitled to access the Partner Service]
OSN+ Package communication/availability	[Website, in-app notification, portal, sales retail channel, contact center and tele-sales]
Availability of Package	[time period during which the Package may be purchased in the market]
Subscription Fee	[Price for which Package is offered to customers, this might be subscription per month or a one off, like a handset purchase]
Operator Services Included in the Package, please include the value	[Detail the products and services of Operator and their standalone retail prices].
Payment Frequencies Offered	[Frequency at which customer can pay their fees i.e. monthly, three monthly, etc. If less than monthly, Anghami's written consent is required].
Package Duration	
Automatic conversion to DCB after Package ends?	[yes/no?]
Type of Customers to be offered Package	[Chose from 'new' and 'existing']
Other Restrictions	[Any other restrictions or conditions]

## Annex 5

### Package Restrictions

Subject always to the terms of this Contract, each Package must be compliant with the following rules (“**Package Restrictions**”):

- 14.1.1** The combined value of Operator Services offered as part of each Package must be greater than the Retail Price charged in the Territory by Anghami to its direct customers for the Partner Service. Unless agreed with Anghami in writing.
- 14.1.2** The applicable Retail Price must be identified in the terms and conditions/marketing materials associated with the Packages.
- 14.1.3** If a Customer cancels, downgrades and/or terminates their subscription to a Package, and subject always to the subscription period granted by Anghami in each Package the subscription to the Partner Service will be immediately terminated by Anghami in accordance with the terms of this Contract.
- 14.1.4** Each Package will be offered on a monthly subscription basis unless otherwise agreed in writing with Anghami.
- 14.1.5** The Partner Service is not to be marketed or promoted as ‘free’ or ‘giveaway’ (or equivalent).
- 14.1.6** All marketing and promotional materials must be in accordance with Anghami’s marketing and promotional guidelines, as provided to Operator from time to time. Operator may use the words ‘included in your plan’ and/or ‘promotional’. Operator will ensure that the Retail Price charged in the Territory is shown as a line item on the Partner Subscriber’s bill and/or on the marketing materials
- 14.1.7** Operator must give Anghami not less than 20 days’ notice (or such other period as approved by Anghami from time to time) of each new Package proposed launch date and must provide Anghami with details of the proposed new Package by using the Package Term Sheet format at Annex 3
- 14.1.8** Each Package can be availed by each Customer in the Territory only once every twelve months, unless otherwise approved by Anghami in writing.
- 14.1.9** The Package will not be provided by, branded with and/or associated with any other third party, other than Operator.

**Annex 6**

**Approved Package Term Sheet**

Name of Package	Touch OSN+
bundle Type	Standalone plan
Description of Package	Subscribe to the Touch OSN+ bundle and benefit from 16GBs ( <b>8GB all day (24 hours) and 8 GB off-peak</b> ) of data dedicated to OSN+ application.
Subscription Period	Monthly
OSN+ Package communication/availability	OSN+ Standard: Website, in-app notification, Mobile App, , , telco owned social media channels, SMS
Availability of Package	Permanent – during contract period
Subscription Fee	9.00 USD
Operator Services Included in the Package, please include the value	16GBs ( <b>8GB all day (24 hours) and 8 GB off-peak</b> ) of data
Payment Frequencies Offered	Monthly
Package Duration	Monthly
Automatic conversion to DCB after Package ends?	No
Type of Customers to be offered Package	New and existing MIC2 customers
Other Restrictions	MIC2 customers.