

XXXXXXXXX Agreement

Signed between:

Mobile Interim Company 1 S.A.L (MIC1), a Lebanese company registered with the Commercial Register of Baabda under Number /72514/, and with the Ministry of Finance VAT department under No /296116-601/, having its head office located at Parallel Towers, Block A, Dekwaneh, Beirut, Lebanon and represented by its Director & Board Member, Mr. Fredy Keyrouz and its Chairman & CEO, Mr. Rafic EL Haddad,

Hereinafter called "**MIC1**"

..... registered with the Commercial Register of under number (.....), having is head office located at, Lebanon and represented by its, Mr.,

Hereinafter called "**Company**"

MIC1 and **Company** are hereinafter called individually the "Party" or collectively the "Parties".

Preamble

Whereas MIC1 is managing one of the two national mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications,

Whereas MIC1 wishes to enter into an agreement with a company for the XXXXX of

Whereas **Company** is a specialized company that provides XXXXX for

Therefore, and in consideration of the above, it is hereby agreed between the parties to the following:

Article 1 SCOPE

1.1 **Company** shall provide the xxxxx Service for

1.1.1 xxxxx Service shall include the following:

Article 2 Term and termination of the Agreement

- 2.1 The term of this agreement shall be for a period of , subject to renewal based on both parties prior written consent
- 2.2 MIC1 shall have the right to terminate this agreement any time with no need to any legal recourse by sending a one month written notice of termination to Company by registered mail or through notary public.
- 2.3 MIC 1 shall have the right to terminate the present agreement at any time during the contractual period upon the Ministry of Telecommunications request without any cause of action or recourse against MIC1.
- 2.4 In all cases the termination shall not give Company the right to claim for any compensation of any kind and the Company hereby waves its right to file such a claim.

Article 3 Responsibility and Liability Limitation

Company shall not bear any responsibility in the following cases:

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Article 4 Penalties

Company shall pay a penalty of xxx % per occurrence to MIC1 from the total amount of due to a violation by the provisions of this agreement by **Company** or due to the latter's negligence or any reason related to **Company** itself.

Article 5 Force Majeure

- 5.1 "**Force Majeure Event**" means an unforeseeable, extraneous event beyond the control of a party (the "Affected Party"), its sub-contractors and its suppliers which is at the date of this Agreement unknown to, and cannot reasonably be anticipated by, that party.
- 5.2 In case an Affected Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:
 - 5.2.1 The Affected Party's obligations under this Contract are suspended while the Force Majeure Event continues and to the extend that it is prevented, hindered or delayed; and

5.2.2 As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement; and

5.2.3 In case the Affected Party does not comply with Article 5.2.2 it forfeits its rights under this Article 5, 'Force Majeure'; and

5.2.4 The Affected Party shall make all reasonable efforts to mitigate the Force Majeure Event on the performance of its obligations under this Contract; and

5.2.5 As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Contract.

Article 6 Company Obligations

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Article 7 MIC1 Obligations

7.1 MIC1 shall provide **Company** with the exact location and address of Furthermore, it shall notify it of any location change during the Service period.

7.2 **Company** shall ensure that it receives all information relevant to before proceeding with any XXXXXX work.

Article 8 XXXXXX Fees

8.1 The XXXXX fees are fixed according to the following:

The xxxx fees for a one-year period will be total of USD xxx/- (say US Dollars **xxxxxx Only**) excluding VAT, payable, 100% upon signature of this agreement, 100% USD, upon signature of this agreement in cash LBP at local market rate on payment date.

or

The support fees are fixed at an amount of xxxxx USD / LBP (excluding VAT) which shall be paid upon signature of agreement, / 45 days after invoice receipt.....

All payments hereunder shall be made in **Currency**. MIC1 undertakes to pay the amounts due hereunder to **COMPANY NAME** by bank transfer to the following bank account of **COMPANY NAME**, or to any other bank account as may be designated by **COMPANY NAME** later on in writing:

ACCOUNT NAME: COMPANY NAME
BANK NAME: XXXXXXXX
ACCOUNT NUMBER: XXXXXXXXX
BANK BRANCH: XXXXX
IBAN: LB XXXXXXXXXX
SWIFT CODE: XXXXXXXXXX

Article 9 Entire Agreement

This agreement constitutes the entire agreement between MIC1 and Company and no representation, statement, condition nor warranty, whether expressed or implied, statutory or otherwise, not contained in this agreement shall be binding on Company. No alteration, waiver nor modification of the printed terms of this agreement shall be valid unless signed by a person authorized by the Company. The said terms shall prevail notwithstanding any variance or conflict with the terms and conditions sought to be imposed by the MIC1, and MIC1 signature hereof shall be conclusive evidence thereof.

Article 10 Confidentiality

Company commits itself to keep confidential, and not to divulge any information or documents of any nature to which it can have access during the execution of the present Agreement. The confidentiality of the **Company** obligation in this Agreement shall survive the termination of this Agreement for a period of two (2) years. Nevertheless, this obligation shall neither be used against the Republic of Lebanon nor any person or entity designated by it.

Article 11: Anti - Corruption

The Contractor is aware that paying or giving of anything of value, either directly or indirectly, by the company, or any of its subsidiaries or affiliates, to an official of a government, or to any party for the purpose of influencing an act, or decision in their official capacity, or including them to use their influence with the government to assist MIC1, in obtaining or, retaining business for or with, or directing business to any person, is construed as corruption. The Contractor undertakes not to take any action which may be construed as corruption and to notify MIC1 if it becomes aware of any action which may be construed as corruption and to hold harmless and indemnify MIC1 for any losses, damages, fines, penalties whatsoever which MIC1 may suffer or incur arising out of or incidental to any such action and, in such case, MIC1 may terminate the Agreement at any time without notice or indemnity.

Article 12 Assignment

12.1 MIC1 has, under a fifteen (15)-day-notice delivered either by a registered or notarized letter to **Company**, an irrevocable right to assign this agreement to the Lebanese Government or to any entity designated by it. In such case, the new entity shall entirely subrogate to the rights and obligations of MIC1 without any cause of action or recourse against MIC1 by **Company**, and this starting the effective date of the assignment.

12.2 Company shall not assign this agreement without the prior written approval of MIC1.

Article 13: Environment and Occupational Health and Safety

The supplier is bound to comply with Alfa's requirements regarding the "Environment and Occupational Health and Safety" mentioned in the Supplier Compliance Form.

Article 14 Relationship with Third Party Suppliers

In case **Company** is entering into a back to back agreement for any or all of the items covered within the scope of this agreement, a copy of these agreements or any official confirmation of completion from the side of the third-party suppliers shall be submitted and enclosed to this agreement at the time of its signature.

Article 15 Governing Law and Disputes

This agreement shall be governed and construed in accordance with Lebanese Law and all disputes arising under this agreement shall be submitted to the exclusive jurisdiction of Beirut Courts.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement to be executed onin two (2) original **copies**, each party holding one original and each party shall bear the fiscal stamp duty related to its copy.

For MIC1 S.A.L

Rafic EL Haddad
Chairman & CEO
Signature _____

For Company

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Signature _____

Fredy Keyrouz

Director & Board Member
Signature _____