

REPUBLIC OF LEBANON

Telecom Service Memorandum of Understanding (MoU)

between

WorldPoint Communications Inc. (WPC)

and

Lebanese Ministry of Telecommunications (LMoT)

This bilateral telecom Services MoU (the "MoU") is entered into as of September , 2019 by and between:

WorldPoint Communications Inc., a company registered in the State of Delaware and having its registered office at 75 South Broadway Suite 400, White Plains , NY 10601 (hereinafter referred to as WPC)
And

Lebanese Ministry of Telecommunications working under the Lebanese decrees 126/1959 and 127/1959 with its registered office at Ministry of Telecommunications Bldg. Banks Street – Ryad ElSolh Square – Postal Code: 2011-5204 – Beirut - Lebanon (hereinafter "LMoT").

Hereinafter collectively referred to as "Parties" and individually referred to as "Party".

WHEREAS, **WPC** and **LMoT** are in the business of providing telecommunications services; and

WHEREAS, **WPC** and **LMoT** desire to purchase telecommunications services from each other (hereinafter referred to as "Services").

NOW THEREFORE, in consideration of the promises and mutual MoUs contained in this MoU and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. PROVISION OF SERVICES

- 1.1. The Parties agree to provide services ("Services ") whereby **WPC** may route telecommunications traffic via **LMoT** to the agreed destinations specified in Official Rate Sheet communicated by email hereto and may be amended from time to time. **LMoT** may route telecommunications traffic via **WPC** to the agreed destinations specified in Official Rate Sheet communicated by email hereto and may be amended from time to time.
- 1.2. The Parties agree to interconnect at the Point of Interconnection and to provide transmission capacity to the Point of Interconnection at their own expense.
- 1.3. The Parties will use reasonable efforts to ensure that they and (where appropriate) their customers do not use the Service for any improper or unlawful purposes, nor allow others to do so.
- 1.4. Parties provide the Services to the other Party under this MoU on a non-exclusive basis. Parties may from time to time amend the Services, to be agreed in writing.
- 1.5. Major contacts are listed in Part2 (variable section)

2. USAGE CHARGES

- 2.1. Each¹ Party shall maintain a Usage Charge Schedule that shall set forth the wholesale usage charge for each locale where calls may be terminated. For each telephone call originating from a Party's POP and terminating on the other Party's network, the originating Party shall pay the terminating Party the usage charge specified in the terminating Party's Usage Charge Schedule according to the destination of the telephone call.
- 2.2. Usage Charges are computed in one-second increments with a minimum of one-second per call, with the exception of Mexico, which shall be computed in one-minute increments with a one-minute minimum. Charges shall accrue upon completion of the first test call.
- 2.3. The Parties agree to pay charges (per minute charge) for all telecommunications traffic routed via the other Party as set out in Official Rate Sheet communicated by email. Such charges will be reviewed every month or such other date as agreed by both Parties. Charges will be calculated from data to be provided to the other Party ("Billed Party") recorded on the first Party's ("Billing Party") exchange. In the event of any dispute as to the amount of charges payable, all undisputed amounts will be paid by the due date and the Billed Party will start the dispute resolution procedure as set out in Clause 11.

- 2.4. Either Party may amend or modify its Usage Charge Schedule upon not less than seven (7) days prior written notice to the other Party sent to the address set forth in part 2 (variable section) hereto and any rate notification especially increase which are exchanged between the two parties between Friday 01 PM (GMT) and Monday 06 AM (GMT) will be deemed as sent at Monday 06 AM. Between this two time marks no rate increase is accepted.
- 2.5. The Parties will issue monthly invoices for traffic handled in the previous period.
- 2.6. Invoices will be sent, during 15 days of the next month of traffic declaration, by E-mail and/or fax numbers according to Part 2 (variable section). The Parties shall pay the charges, by wire transfer to the bank account designated by the Creditor Party Part 2 (variable section), within thirty (30) days from receipt of the settlement statement by the debtor. Paying Party will be responsible for all bank charges.
- 2.7. The Parties shall at any time be able to set off and/or deduct sums owed and/or owing to the other Party resulting from this MoU either when invoices have been exchanged between the Parties and/or where the MoU is suspended and/or at other times on a 7 days' notice.
- 2.8. On request **WPC** will deliver an irrevocable bank guarantee or irrevocable letter of credit issued by a primary commercial bank, or a prepayment, (Value of estimated traffic in 2 months).
- 2.9. All rates are quoted and invoiced in US Dollars (USD) per minute, and the charges shall be calculated by reference to the duration of the call made rounded to the nearest second. Calls will be billed in GMT time.
- 2.10. The parties acknowledge and understand that all charges stated in this MoU or any Appendix, annex are computed exclusive of any applicable use, excise, gross receipts, withholding, VAT, sales and privilege taxes, duties, fees or other taxes or similar liabilities (other than taxes on the net income of Parties imposed by a jurisdiction in which it is organized or maintains an office or other place of business), all such taxes, duties, fees and liabilities together with any interest, penalties or additions thereto being hereinafter referred to as "Taxes." Any and all Taxes shall be paid by the party receiving Services in addition to all other charges provided herein. Both parties are VAT exempted.

3. BILLING PROCESS

- 3.1. Usage charges will be invoiced as defined in part 2 (variable section) of this MoU. Along with its invoice, the billing Party shall provide the other Party with the aggregate usage charge listing duration and charge by destination. Charges will be offset and payment will be due from the debtor Party in accordance with Section 4 below.
- 3.2. **LMoT** may require a deposit or impose other credit terms, including credit limits, prior to initiating Services hereunder. **WPC** shall provide such financial information as the other Party may reasonably request in order to evaluate a Party's financial condition. Neither Party shall be obligated to commence Services unless all preliminary credit reviews and conditions are satisfied.

4. SETTLEMENT AND PAYMENT

- 4.1. The Parties shall exchange invoices at the conclusion of each billing period. After offsetting the charges the debtor Party shall pay the net amount due to the creditor Party within the time defined in part 2 (variable section) of this MoU of the date on which it receives the invoice per email (the "Due Date"). Interest in the amount of eight percent (8%) per year shall be charged by the creditor Party on any amounts not paid by the Due Date. **LMoT** may, at any time and as a condition to the continuation of Services hereunder, require **WPC** to provide either a pre-payment or a deposit as security against payment of charges (the "Deposit"). The Deposit shall provide for security against late payment and may be applied by the creditor Party against any past due charges not the subject of a good faith dispute as set out in Section 4.3 below. The Deposit shall be paid within five (5) days of the debtor Party's receipt of the written request of the creditor Party. The debtor Party's failure to provide the Deposit, or to replenish any amount of the Deposit applied to past due charges as permitted herein, within

10.4 INDEPENDENT CONTRACTORS

This MoU and the relations hereby established do not constitute a partnership, joint venture, franchise or agency between the Parties.

10.5 SEVERABILITY

If any provision of this MoU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof. The Parties agree that they will negotiate in good faith or will permit a court or arbitrator to replace any provision hereof so held invalid, illegal or unenforceable with a valid provision, which is as similar as possible in substance to the invalid, illegal or unenforceable provision.

10.6 CAPTIONS

Captions of the sections and subsections of this MoU are for reference purposes only and do not constitute terms or conditions of this MoU, and shall not limit or affect the terms and conditions hereof.

10.7 WAIVER

No provision of, right, power or privilege under this MoU shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of each Party. No waiver by either Party of any breach or default of any provision of this MoU by the other Party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

10.8 COUNTERPARTS

This MoU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this MoU, it shall not be necessary to produce or account for more than one such counterpart.

10.9 FORCE MAJEURE

The Parties' obligations under this MoU are subject to, and neither Party shall be liable for delays, failures to perform (except the payment of money for services utilized hereunder), damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages (except such labor disputes or shortages solely affecting relative either of the Parties), utility curtailments, power failures (except such power failures solely affecting either of the Parties or their respective data centers), explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third Parties, or any other cause beyond the Party's reasonable control. Neither Party shall represent that the other is responsible for the type or quality of services to its customers.

10.10 SERVICE INTERRUPTIONS, MODIFICATIONS, AND INSTRUCTIONS

The Parties agree that either Party may, as required and in its sole discretion: (i) temporarily suspend the Services for the purpose of repair, maintenance or improvement of equipment, software or telecommunication services, and any cabinets or ducts enclosing them; vary the technical specification of the Services for operational or regulatory reasons; or give instructions about the use of the Services resulting from any mandatory government laws and regulations that become applicable during the term of this MoU. Such instructions shall, while they are in force, be deemed to form part of this MoU. Each Party shall also advise the other Party of items that are believed to be reasonably necessary in the interests of safety or for improving the quality of the Services. Where such items would result in a degradation of



service or a danger if not complied with, then either Party reserves the right to introduce them into this MoU, subject to prior notification.

10.11 NETWORK SECURITY

The Parties will cooperate on all issues related to fraud, misuse or damage of data and the network. The Parties will inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and will jointly discuss and work out measures either to prevent or eliminate such fraud, misuse or damage. Each Party's obligation hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by laws and regulations of its own country applicable to telecommunications Services and/or data privacy. Each Party will strictly comply with the laws and regulations regarding telecommunications Services and data privacy applicable in its respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this MoU may be required under such laws and regulations by the other Party.

10.12 ENTIRE MOU AND MODIFICATIONS

This MoU together with the exhibits and attachments hereto constitute the entire MoU between the Parties with regard to the subject matter hereof and supersedes all prior communications, whether written or oral, relating to the subject matter hereof. This MoU may only be modified by a written instrument duly executed by each Party, making specific reference to this MoU and the clause to be modified.

10.13 PRESS RELEASE

A press release shall only be issued after the prior written consent of the other Party to the text of such press release is given.

10.14 NOTICES

All notices shall be written in English and shall be sent via hand delivery, confirmed facsimile email, or overnight courier, as specified in Schedule A hereto. A notice shall be regarded as having been given: (i) when delivered, if sent by hand or courier with confirmed receipt; or (ii) the business day following the date of confirmed delivery, if sent by facsimile or email. All notice addresses shall be forwarded by hand delivery or sent by registered mail or facsimile transmission to the following address:



If to WPC:

WorldPoint Communications Inc.
75 South Broadway Suite 400
White Plains, NY 10601

Attn: Adel Louis
alouis@worldpointcom.com

If to LMoT:

Ministry of Telecommunications Bldg. 1st Floor
Banks Street – Ryad ElSolh Square
Beirut – Lebanon
Attn: Eng. Bassel ALAYOUBI

Or to such other person or place as is notified to the other Party in accordance with this notice procedure.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives as of the date first written above.

FOR WorldPoint Communications Inc.

FOR Lebanese Ministry of Telecommunications

By: _____

Name: **Nassif Bechara**
Title: Executive Vice President

Date: 4 OCT 2019



By: _____

Name: **Eng. Bassel ALAYOUBI**
Title: General Director for Exploitation & Maintenance

Date: 4/10/2019

General Director of Exploitation
And Maintenance

Engr. Bassel Al Ayoubi

Part 2 – Variable Section

1. Contact Details	
1.1 WPC	
Full Company Name:	WorldPoint Communications Inc.
Company address:	75 South Broadway Suite 400
Postcode/City:	White Plains, NY 10601
Country:	USA
Commercial Contact	
Name:	Adel Louis
Phone:	
Mobile:	+1 475 275 0655 / +1 434 563 1245
E-mail:	alouis@worldpointcom.com
Trading Contact	
Name:	Richard Bassil
Phone:	
Mobile:	+1 475 275 0656
E-mail:	rbassil@worldpointcom.com crd@worldpointcom.com
Technical Contact	
Name: Imad Chaker	Imad Chaker
Phone:	
Mobile:	+1 475 275 0652
E-mail:	tickets@worldpointcom.com ichaker@worldpointcom.com
Rate Amendments	
E-mail:	rates@worldpointcom.com
1.2 LMOT	
Full Company Name:	Lebanese Ministry of Telecommunications
Company address:	Ministry of Telecommunications Bldg. 1 st Floor, Banks Street – Ryad Elsolh Square
Postcode/City:	2011-1506/Beirut
Country:	Lebanon
Commercial Contact	
Name:	Eng. Khaled Ghosn
Phone:	+961 1 979 122
Mobile:	+961 70 815 520
E-mail:	kghosn@mpt.gov.lb
Trading Contact	
Name:	Dr. Mustapha Hammoud
Phone:	+961 1 979 002
Mobile:	+961 78 88 55 18
E-mail:	mhammoud@mpt.gov.lb ; mot-control@minister-mot.com
Technical Contact	
Name:	Yvonne SLEIMAN
Phone:	+961 1 979 123
Mobile:	+961 70 824 238
E-mail:	ysleiman@mpt.gov.lb ;
Rate Amendments	
E-mail:	mhammoud@mpt.gov.lb ; mot-control@minister-mot.com

2. Trading Currency

Rates are quoted and invoiced in:

USD

3. Billing and Finance

3.1 World point Communications Inc.

Billing Address 75 South Brodaway
Suite 400
White Plains NY, 10601
USA

Tax Identification Number EIN
13-4117297

Billing Contact

Name: Joelle Hourani
Phone:
Mobile: +1 475 275 0659
E-mail: jhourani@worldpointcom.com
finance@worldpointcom.com

Financial contact

Name: Joel Kouyoumdjian
Phone:
Mobile: +1 475 275 0658
E-mail: jkouyoumdjian@worldpointcom.com
finance@worldpointcom.com

Credit Limit to LMoT
based on a class A bank
guarantee

☐ yes

☒ no

Payment Threshold

Billing cycle

WPC will invoice MoT

☒
Monthly

☐ Bi
Monthly

☐
Weekly

Billing Time Zone

GMT

Payment due

30 days

Invoice sent by

Email:

BANK DETAILS

Bank Name: CITIBANK
Bank Address: 1 PENNS WAY, NEW CASTLE, DE 19720
SWIFT CODE: CITI US 33
ABA Routing: # 021000089
Account Name: Worldpoint Communications Inc.
Account Number: 4981707326

3.2 Lebanese Ministry of Telecommunications

Billing Address

Lebanese Ministry of Telecommunications
Ministry of Telecommunications Bldg. 1st Floor
Banks Street – Ryad Elsolh Square
2011-1506/Beirut
Lebanon

VAT Number

Billing Contact

Name: Dr. Mustapha Hammoud
Phone: +961 1 979 002
Mobile: +961 78 88 55 18
E-mail: mhammoud@mpt.gov.lb;
mot-control@minister-mot.com

Financial contact

Name: Same as above
Phone:
Mobile:
E-mail:

Credit Limit to WorldPoint

Communications

based on a class A bank guarantee

☐ yes

☒ no

amount

Payment Threshold

Billing cycle

LMoT will invoice WPC

☒ Monthly

☐ Bi Monthly

☐ Weekly

Billing Time Zone

Payment due

Invoice sent by

GMT
30 Days
Email

BANK DETAILS

Bank Name:

Beneficiary Name: Direction Générale de l'Exploitation et de la Maintenance

Bank Name: Banque du Liban

Bank Address: Hamra Street - Beirut

Account Number: 01 002 720 162 110

IBAN: LB07 0999 0000 0001 0027 016 2110

Correspondent Bank:

Standard Chartered Bank – New York

Swift Code SCBLUS33

CHIPS ABA 0256

Fed ABA 026002561

Favor Banque du Liban – Beirut

Swift Code BDLCLBBXFXD

A/C No. 3582024969001

4 INTERCONNECTION TYPE

☒ TDM

☐ IP

Bidirectional trunk Groups

☒ yes

☐ No

Circuit Type

☒ E1

☐ VoIP Channel

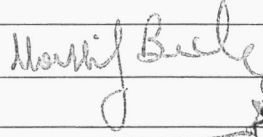
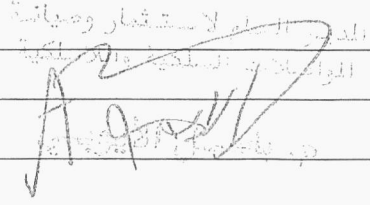
☐ other

IC cost

Shared each party carries its own cost

5 SERVICE DETAILS		
5.1 Preferred Rate Amendment Structure:		
For WPC	Single Line Structure ☒	☐ Comma Separated
For LMoT	Single Line Structure ☒	☐ Comma Separated
Service Levels ☒ WPC Premium ☐ WPC Gold ☐ WPC Standard ☒ LMoT Premium ☐ LMoT Gold ☐ LMoT Standard		
Voice Termination Services Voice Termination Services Voice Termination Services Voice Termination Services Voice Termination Services Voice Termination Services		

6 NETWORK OPERATIONS CENTER (NOC)	
6.1 WPC	
Phone	+961 1 891886 ext 1234
email	tickets@worldpointcom.com noc@worldpointcom.com
6.2 LMoT	
Phone	+9611811113
email	Antoine.haddad@ogero.gov.lb

7 Signatures	
For WPC	
Name: Nassif Bechara	
Title: Executive Vice President	
Date:	
For Lebanese Ministry of Telecommunications	
Name: Eng. Bassel ALAYOUBI	
Title: Director General for Exploitation & Maintenance	
Date:	

General Director of Exploitation
And Maintenance

Engr. Bassel Al Ayoubi