





# LETTER OF AWARDING / CONTRACT

Subject: Direct awarding of security guard service - CIG ZA82FBF066

The Italian Agency for Development Cooperation office of Beirut - AICS, hereinafter referred to as "The Contracting Authority", with the present document which has the value of a contract between the parties, awards to Protectron, hereinafter referred to as the "Contractor", the performance of the activities indicated below.

## Art. 1 - Subject

1.1 The Contractor will perform the activities indicated in Annex 1.

## Art. 2 - Price

- 2.1 The total contract price is Euro 9.659,88 including the applicable taxes, and will be paid according to the terms and the conditions indicated in the present letter of awarding.
- 2.2 The price indicated in this article is fixed, not subject to any adjustment and it is the total amount due for all the activities required for a correct and a regular execution of the services.
- 2.3 The Contractor cannot claim from the Contracting Authority any additional payments to the amount indicated in the present article, in respect of the activities to be performed under this contract. Through the payment of the aforementioned amount, the Contractor shall be satisfied for any of his claim.

## Art. 3 - Period

- 3.1 This contract will become effective when is signed by both parties.
- 3.2 The services must be provided starting from  $2^{nd}$  January 2021 until  $31^{st}$  December 2021 without prejudice to the specific provisions contained in Annex 1.
- 3.3 The duty expires at the aforementioned term, without any prior notice by the Contracting Authority. Automatic or implicit renewal or extension are not allowed. The parties may agree in writing to renew or extend the contract.

## Art. 4 - Modalities of execution

- 4.1 The contract cannot be assigned to a third party and subcontracting is not allowed.
- 4.2 The Contractor undertakes to perform the contractual activities directly in compliance with all the clauses and conditions mentioned herein, without exception or exclusion, as well as by following instructions given by the Contracting Authority.
- 4.3 If during the execution of the activities there is the need of an increase or decrease of the same up to one fifth of the contract amount, the Contracting Authority may impose to the Contractor the execution under the same conditions provided in this contract. In this case, the Contractor shall not have any right to terminate the contract.
- 4.4 The breach of the provisions of this article by the Contractor shall be considered a serious breach and a good reason for the contract termination.

# Art. 5 - Terms and methods of payment

- 5.1 The Contractor indicates a bank account on which the Contracting Authority shall make the payments. The Contracting Authority will not make payments in different modalities other than a bank transfer to the above current account.
- 5.2 The invoices shall indicate the following code: "CIG ZA82FBF066"
- 5.3 The payments will occur, within 10 days from the date of receipt of the invoices that should be headed to "Development Cooperation Section of the Embassy of Italy AICS", on a monthly basis in n. 12 postponed payments, after having verified the regular execution.

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# Art. 6 - Contacts and references

- 6.1 The Responsible of the Procurement Procedure is Dr. Donatella Procesi.
- 6.2 The supervisor of the services is Mr. Assem Abou Harb.

## Art. 7 - Requirements

- 7.1 The Contractor must present to the Contracting Authority the Annex 2 filled in each part and should attest the possession of the selection criteria indicated in the Annex and confirm the absence of reasons for exclusion
- 7.2 The Contractor authorizes the Contracting Authority to investigate with the competent local authorities about the truthfulness of the declarations regarding the possession of the requirements.
- 7.3 The loss of the declared requirements for the selection or the subsequent verification of their non-possession shall constitute a proceed for the termination of the contract and the application of a penalty equal to five percent of the contract amount, without prejudice to the additional request for damage compensation.

## Art. 8 - Penalties

- 8.1 Any delay of the Contractor in the execution of the activities beyond the terms established by the present contract involves, except in cases of force majeure not attributable to him, the application of liquidated damages equal to 0.5 per thousand of the contract price for each day of delay.
- 8.2 If the Contractor fails to execute the assignment according to the terms and conditions of this contract, the Contracting Authority will object in writing the non-fulfillment of the assignment, indicating the necessary instructions to be adopted for the disregarded provisions, giving a convenient lapse of time, in order to present any counter arguments. In the absence of a suitable explanation, the Contractor must execute the given instructions and, if he does not comply within the indicated terms, the liquidated damages provided in paragraph 8.1 shall be applied.
- 8.3 The request or payment of the liquidated damages does not exonerate the Contractor from the fulfillment of the contract provisions.
- 8.4 If the amount of the liquidated damages determined according to the present article reaches 10% of the contract price or in any other case in which, during the execution, there are unexpected breaches by the Contractor that cause significant damages, the Contracting Authority can terminate the contract due to serious breaches by the Contractor and has the right to claim for damage compensation. The Contractor should also reimburses to the Contracting Authority any additional expenses incurred in order to execute the service by other parties.

# Art. 9 - Resolution [and Withdrawal Eventual Clause]

- 9.1 The Contracting Authority can terminate the contract during the period of validity if:
- a) the contract undergoes a substantial change that would require a new procurement procedure pursuant to Article 72 of Directive 2014/24 / EU;
- b)the Contractor is in a situation for exclusion according to Article 57 of the Directive 2014/24 / EU;
- (c) the contract should not have been awarded to the Contractor due to a significant breach of the obligations arising according to the European Treaties and to Directive 2014/24 / EU;
- d) one of the event of termination due to serious breaches by the Contractor expressly provided under the present letter of awarding or another case of serious breach by the Contractor provided by the law applicable to the present contract occurs.
- 9.2 The Contracting Authority can withdraw from the contract even though the execution of services has begun, by giving a written notice to the Contractor at least 15 days in advance. In this case, the Contracting Authority will compensate to the Contractor the amount of the services correctly executed and acquired by the Contracting Authority, as well as the reasonable expenses incurred for the services not yet performed.

# Art. 10 - Protection of personal data and responsibility

- 10.1 The Contractor assumes all responsibility for cases of accidents and damage caused to the Contracting Authority due to shortcomings or negligence in the execution of the services. The Contractor undertakes to guarantee the confidentiality of any information obtained under this contract.
- 10.2 The Contracting Authority guarantees the protection of personal data provided by the Contractor according to the Italian legislation on the protection of individuals personal data, provided by the informative note in Annex 3.
- 10.3 By signing the informative note, the contractor provides its consent to the treatment of the aforementioned personal data by the Contracting Authority, including the relevant verifications in paragraph 7.2.
- 10.4 The Contractor and the Contracting Authority are responsible for the breaches of the obligations imposed by the Italian legislation regarding the protection of individuals in respect of the processing of personal data.
- 10.5 The obligations undertaken by the Contractor with the acceptance of the present contract do not create any employment or work relationship between the Contracting Authority and the employees of the Contractor, neither do they allow any claim against the Contracting Authority other than what expressly provided herein. Such employees may carry out only activities according to this document, since no other activity is authorized. The Contractor must inform all its employees about the content of this clause.

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# Art. 11 - Final provisions

11.1 No clause herein provided can be interpreted as an explicit or implicit waive to the immunities recognized by the Contracting Authority according to international law.

11.2 The present contract is regulated by the local private international law.

Any dispute shall be submitted to the jurisdiction of the court of the local legislation

11.3 This contract includes the integral expression of the obligations of the Contracting Authority and of the Contractor and may be amended by another contract in the same form, being excluded any other form of contract amendment.

Beirut,

3 0 DEC. 2020

The Contracting Authority

The Contractor

23/12/2020

# SERVICES TO BE EXECUTED (Technical specifications)

Security guard from Monday till Friday: n. 1 labor person full time from 08:00 a.m. to 16:30 p.m.

# **Guard Qualifications:**

- · Minimum of a secondary school
- · Vetted by the Lebanese Police
- · Clear criminal records
- · Security awareness oriented.
- · Have security experience background
- Completed Basic training course
- · English speaking

# **Basic Regularities:**

- · Keep neat and elegant appearance (daily shaving)
- · Respect and abide by Working hours
- · Not to be absent
- · Not to be late
- · Not to leave the working place for any reason
- · Not to smoke or eat at in any work location

# **Equipments:**

- · Complete uniform
- · Hand Held Metal Detector
- · Radio Communication in order to communicate with Protectron Patroller.

# Main Duty:

- Main Entrance: Screen and control access to staff, visitors, and contractual employees to the premises in accordance with regulations, procedures and policies issued by the Management.
- · Register and check Vehicles upon entry and exit.
- · Monitor movement of all property being brought in and / or removed from the premises.

- · Report all security concerns, violations, and hazards etc. to the management.
- Round the clock professional patrol services keep on watching the security guards performance one time during the shift.

# Reporting:

• Guard shall complete daily activity log such as (shift reports, registration log and incident reports). In addition guards shall report to the mobile patrol upon shift ending.

# **Benefits:**

- · Registration to NSSF; 22,5% company portion
- · Family allowance as per social security
- · 15 days annual leave (paid)
- · 15 days medical leave (paid), covered by a replacement person.
- · Workmen compensation insurance

## UNIQUE DOCUMENT OF REQUIREMENTS

## PART I

# INFORMATION REGARDING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY

Identity of the Contracting Authority	Answer:
Name:	Development Cooperation Section of the Embassy of Italy – AICS Director Donatella Procesi
Title and brief description of the procurement:	Affidamento diretto / Single quote – contracts under 40.000 Euro
CIG	CIG ZA82FBF066

# PART II: INFORMATION ABOUT THE ECONOMIC OPERATOR

A. Identification data of the economic operator	Answer:
Name:	Protection
National identification number, if required (tax code, VAT number, registration)	VAT #: 311610-601 Trade registration #: 69672
Mailing address: Contact Persons: Phone: PEC or e-mail:(website) (IF existing):	Fun El Cheldrak, Jego Tall Center, Lett Poo Sabine Sallorm 70_22252L Project coordinator @ Protection me: Con

B. Eventual representatives of the economic operator:	Answer:
Full Name	Chrosid Harmand Abde Abi Khalil
Date e Place of birth	3/4/1980 Point 9/10/1969 Roth
Position/Title of work:	Partner Managing Director tartner Transic Director
Postal Address:	Tun for Chelledy Tear Mall Center Like For
Telephone:	+ 961 1291.141
E-mail:	info@ Protetron me con
If necessary, provide us details about the	The Landson was and
representation (form, scope, purpose):	

## PART III: REASONS FOR EXCLUSION

## A: Reasons related to criminal judgements

The entities that have been subject of a conviction by final judgement which has the force of res judicata in Italy or in the Country where the contract is performed for one or more of the following are excluded from participation in public procurement (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences linked to terrorist activities; (5) money laundering or terrorist financing; (6) child labor or other form of trafficking in human beings; (7) any other illegal activity from which arise incapability of contracting with public Authorities. The relevant criteria are the one provided under Italian law and:

- in the member States of the European Union, the criteria indicated by the internal laws that ratified article 57 of the directive 2014/24/UE;
- in non-member States of the European Union, the equivalent criteria provided by local criminal laws. The economic operator or a member of its management or supervisory bodies or any person with an authority of representation, decision or control whom has not been convicted for one of the reasons mentioned above with a final judgement since no more than five years or following which judgement an exclusion period has been established and it is still applicable.

## B: Reasons related to the payment of taxes or social security contributions

The economic operator has satisfied all the obligations related to the payment of taxes or social security contributions, in the country where it is established, in Italy and in the country where the contract has to be performed.

# C: Reasons linked to insolvency, conflict of interests or professional misconduct

- 1) The economic operator is not in breach, according to his knowledge, of any obligations regarding health and safety at work, environmental, social and labor laws.
- 2) The economic operator is not in any of the following situations and it is not subject to a proceedings for the verification of one of the following situations:
- a) bankruptcy, insolvency procedure, winding up, arrangement with creditors, receivership or other similar situation;
- b) The economic operator has ceased its activities;
- 3) The economic operator has not been guilty of serious professional misconduct;
- 4) The economic operator has not entered into agreements with other economic operators in order to distort competition;
- 5) The economic operator is not aware of any conflict of interest related to its participation in the procurement procedure;
- 6) The economic operator or a related company did not provide advice to the Contracting Authority or has otherwise been involved in the preparation of the award procedure;
- 7) The economic operator has not already experienced the early termination of a previous public tender or has already been ordered to pay damages or other penalties in relation to a previous public contract;
- 8) The economic operator confirms:
- a) not having been seriously guilty of false declaration in providing the requested information for verifying the absence of exclusion criteria or the fulfillment of the selection criteria,
- b) not having concealed this information,
- c) to be able to transmit without delay the additional documents requested by the Contracting Authority.
- d) not having attempted to influence the decision-making process of the Contracting Authority, not having attempted to obtain confidential information that may give advantages in the procurement procedure, not having provided misleading information that may have a significant influence on the decisions concerning the procurement procedure.

# D: Reasons for exclusion provided for by Italian legislation and equivalent situations provided for by the law of the country where the contract is performed

The economic operator is not in any of the following situations:

- 1) having reasons for decadency, suspension or prohibition provided for by anti-mafia legislation
- 2) is subject to infiltration by criminal organizations
- 3) has been subject to a ban of exercise any activity or to any other another sanction that involves the prohibition of contracting with the public administration
- 4) is registered in the electronic database of the National Anti-Corruption Authority for having submitted false declarations or false documentation for the purpose of obtaining the qualification certificate, for the period during which the registration persists;
- 5) has breached the prohibition of fiduciary registration
- 6) has breached the rules regarding the right of work of the disabled
- 7) if he has been the victim of bribery or extortion crimes committed by criminal organizations or by subject facilitating the activity of criminal organizations and does not occur any case of self-defense, then he has reported the facts to the judicial authority
- 8) is in control of any another participant in the same procurement procedure, or in any relationship, even de facto, if the controlling situation or the relationship implies that the offers are imputable to a single decision-making center. Has entered into employment or self-employment contracts and, even has assigned tasks to former employees of the Contracting Authority who have terminated their working relationship since less than three years and moreover, for the last three years of service has exercised an authority or negotiating powers on behalf of the Contracting Authority on the same economic operator (pantouflage or revolving door).

## PART IV: SELECTION CRITERIA

The economic operator fulfills all the selection criteria required in the documentation for the procurement procedure

## Part V: FINAL DECLARATIONS

The undersigned declares / declare formally that the information contained in parts from II to IV are true and correct and that the undersigned is / are aware / of the consequences, including of criminal nature, of a serious false declaration. provided for by Italian law and local law.

The undersigned hereby certifies/certify the absence of reasons for exclusion provided in Part III and the possession of the requirements provided in Part IV.

The undersigned authorizes/authorize formally the Contracting Authority, as per part I, to perform the verifications with the competent local authorities on the truthfulness of the declarations made according to the requirements.

The undersigned accepts without reservations or exceptions the provisions and conditions contained in the letter of awarding and in its Annex 1 which is an integrated part thereof.

Beirut,

[name, surname and quality of the undersigned]

Mahmord Hamond

TACH COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.

Partner Managing Director

# INFORMATIVE ON PHYSICAL PERSONS DATA PROTECTION Regulation (EU) 2016/679, art. 13

The processing of personal data is based on the principles of law, correctness and transparency to protect the fundamental rights and freedoms of individuals. To this purpose, the following information are provided:

To this purpose, we provide the following information:

- The ownership for the treatment is with the Italian Agency for Development Cooperation (AICS), that, in the specific case, is operating through the Italian Agency for Development Cooperation Beirut Office (AICS), Address: Baabda Presidential Palace Road, kettaneh Construction Building, 2<sup>nd</sup> floor, Beirut, Lebanon E-mail: beirut.aicsadmin@esteri.it, Phone:+961 (0)5 951 376/377/378.
- 2. AICS has a responsible for the personal data protection who, in case of questions or claims, can be reached at (Italian Agency for Development Cooperation, Via Salvatore Contarini 25, 00135 ROMA, tel. 0039 06 324921.
- 3. The personal data requested are necessary for the selection of the tenderer to which the contract will be awarded.
- 4. The delivery of data is an obligation provided under Italian law and the eventual denial to provide the requested data shall procure the exclusion form the selection procedure or the awarding of the contract.
- 5. The treatment shall be made manually or electronically by personnel duly appointed.
- 6. The data shall be communicated to the internal and external supervision bodies of AICS. By countersigning this information, the interested person provide his consent to the data communication also to the competent local authorities for their verification and to the publication of the main elements of the contract signed on the web site of the Contracting Authority according to Italian laws on transparency of public procurement.
- 7. The data shall be kept for a maximum period of 5 years from the termination of the contract, including termination for default. Such term is suspended in case of judiciary proceeding.
- 8. The interested person can ask the access to his personal data and their rectification. In such a case, the interested person shall submit a specific request to the address provided in paragraph 1 above, copying for information the responsible for data protection of AICS to the address provided in paragraph 2 above.
- 9. The interested person may present a claim to the responsible of data protection of AICS, if he believes that a violation of its rights was made. Alternatively, he may submit a claim to the Guarantor for the data protection "Garante per la protezione dei dati personali" (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771, e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Beirut,

Signature for acknowledgement and acceptance

## CONTRACTOR OBLIGATION

The undersigned Tarmand Hammand, on behalf of the firm \_\_\_\_\_\_ rotellar

after reading the attached synthesis of the Italian Law 136 of August 13, 2010, article 3, with regard:

- 1. To assume all the obligations of the tracking of financial flows pursuant to art. 3 Law 136/2010 with the relevant changes and integrations;
- 2. To provide details of bank account set-up and dedicated, even not exclusively, to Italian Agency for Development Cooperation in Beirut, covering all financial operations related to the present Order as well as full name/address/fiscal code (or equivalent position) of any individual holding power to operate the mentioned bank account;
- 3. To inform the Italian Agency for Development Cooperation in Beirut about any variation of the said data;
- 4. To assure that the above mentioned obligations of the tracking of financial flows will be enforced in any contract and sub-contract related to the present Order under my own responsibility.

☑ to abide, with no exception or reservation, by all the obligations pertaining to financial flow traceability according to Law no. 136/2010.

(Signature)

Beirut

Italian Law no. 136 of August 13, 2010, article 3

## **SYNTHESIS**

The Italian Law no. 136 of August 13, 2010, article 3, contains important provisions on the traceability of financial flows and introduces new obligations for public authorities and enterprises involved in public procurements. A decree approved on November 5th clarifies the scope of the provision.

The purpose of this Law is to increase the control on the financial flows in public contracts, as these kinds of contracts often represent the mean by which criminal organizations launder the money obtained through illegal transactions.

Under the new regulation, all operators in any way interested in public contracts have the obligation to use « dedicated » bank account through which must pass every financial transaction relating to the government procurement.

All transactions should be arranged by bank transfer or other means of payment ensuring the tracking of the transaction and should indicate the underlying public investment through a specific identification code—the so-called tender identification code (CIG) and the so-called unique code for project (CUP); both codes will be provided by the Italian Agency for Development Cooperation in Beirut.

All types of actors involved in the public procurement process are concerned by the new regulation: public authorities, purchasers, suppliers, contractors and sub-contractors.

The regulatory framework includes also two other provisions requiring:

- On the one hand, reciprocal control duties for contractors and sub-contractors (« The contractor or sub-contractor who has news of the failure of its counterparty obligations of financial tracking must immediately inform the public authority »)
- On the other hand, public authorities' supervision responsibilities with regard to all public procurement contracts (« The public authority shall verify that in the contracts between contractors and sub-contractors is inserted, on pain of absolute nullity, a clause by which each party assumes the obligations of the tracking of financial flows under this Act).

Signature of acknowledgement

-23/12/2020

## DECLARATION

Subject: consent to the processing and publishing of contractual data
The undersigned Mahmad Harmand legal representative of section address two E Chellok, Nego You Center, Let Coo
telephone number 03.6991.39, informed about the obligations set forth articles 26 and 27 of Italian Legislative Decree n.33/2013
DECLARES
to give his consent to the publishing of the data related to the contractual relationships established with the Italian Agency for Development Cooperation in Beirut.
OR
not to give his consent to the processing and publishing of the data related to the contractual relationships established with Italian Agency for Development Cooperation in Beirut.
Beirut,  23/12/2020 (Signature of the Legal Representative)

# ARTICLES 26 AND 27 OF ITALIAN LEGISLATIVE DECREE N.33/2013

## Art. 26

# Obligations of publication of the proceedings for awarding grants, contributions, subsidies and financial aid to persons and private and public entities

- 2. Public Administrations publish the proceedings for awarding grants, contributions, subsidies and financial aids to firms, and in any case economic benefits of any kind, whose amount exceeds one thousand Euros, to persons and public and private entities as per article 12 of Law no. 241 of 1990.
- 3. The publication under this article constitutes a legal condition of effectiveness of the measures that provide grants and allocations of a total amount exceeding one thousand Euros during the calendar year to the same beneficiary. Its possible omission or incompleteness is detected automatically by the management bodies, on the public administrations own administrative, financial and accounting responsibility for the non-concession or assignment of the economic benefit. The failed, incomplete or delayed publication automatically detected by control bodies is also detectable by the recipient of the grant or award or anyone else interested, even for damage compensation due to the delay by the administration as per article 30 of Legislative Decree n.104 of 2 July 2010.

## Art.27

## Obligations of publication of the list of beneficiaries

The publication referred to in Article 26, paragraph 2, necessarily includes, as per paragraph 3 of the same article:

- a) the name of the company or institution and their respective tax information or the name of another beneficiary;
- b) the amount of the paid economic benefit;
- c) the norm or title on which the award is based:
- d) the office and the officer or manager in charge of the administrative proceedings;
- e) the modality adopted for the identification of the beneficiary;
- f) the link to the selected project and the CV of the person in charge.

# Dahlia Hayek

From:

Nesreen Ghattas <sales@protectronme.com>

Sent:

martedì 15 dicembre 2020 15:20

To:

Beirut

Cc:

projectcoordinator@protectronme.com; mahmoud@protectronme.com;

'Protectron'

Subject:

RE: Request of quotation - Guard service 2021

Attachments:

Development Cooperation Section of the Embassy of Italy - AICS.pdf

Dear Sir.

Greetings, hope this email finds you well .

Kindly find attached our Security services offer upon your request.

Should you need any further clarification regarding the enclosed offer, please feel free to contact us at

We will be glad to answer any query you may have.

Please acknowledge well receipt of the above by a return email.

Best Regards

# Nesreen Ghattas

Administrative Assistant

Add: Mega Mall Center | 4 Floor | Furn Al Choubbak | Beirut | Lebanon

O:+961 1294141 | E: sales@protectronme.com

Thuraya: 008821650263833 | W: www.protectronme.com







Please consider the environment before printing this email or its attachments

From: Beirut [mailto:beirut@aics.gov.it] Sent: Monday, December 14, 2020 12:57 PM

To: projectcoordinator@protectronme.com; Sabine Salloum (sales@protectronme.com)

<sales@protectronme.com>

Subject: Request of quotation - Guard service 2021

Importance: High

Dear all,

Kindly find attached the request of quotation for the guard service of 2021. Best regards,

Baabda - Presidential palace Road Kettaneh Construction Bldg – 2<sup>nd</sup> fl. Beirut - Lebanon Tel. +961.(0)5.951376 - Fax +961.(0)5.451483

beirut@pec.aics.gov.it

# http://www.aicsbeirut.org





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# Request for quotation

The Development Cooperation section of the Embassy of Italy is requesting the service of n. 1 Security Guard to provide security service for all the office. There main duty should be:

- Main Entrance: Screen and control access to staff, visitors, and contractual employees
  to the premises in accordance with regulations, procedures and policies issued by the
  Management.
- Register and check Vehicles upon entry and exit
- Monitor movement of all property being brought in and / or removed from the Premises. Report all security concerns, violations, and hazards etc. to the management.
- Guard shall complete daily activity log such as (shift reports, registration log and incident reports). In addition guards shall report to the mobile patrol upon shift ending.
- Round the clock professional patrol services keep on watching the security guards

Period requested from the 2<sup>nd</sup> of January till 31<sup>st</sup> of December 2021

Working days: Monday to Friday (changes on working days can be requested after agreement with the recruitment agency – extra hours could be recovered within the month and are not paid)

Schedule availability: from 08:00 a.m. to 04:30 p.m. per day (changes on schedule can be requested after agreement with the Security agency – extra hours could be recovered within the month and are not paid)

Sick leave: covered by a replacement person

Holidays: as per calendar of the AICS

Holidays leave: as per the Lebanese labor law

Upset cost for the service for the period: EURO 9.700,00 (VAT included)

# Requisite:

- Minimum of a secondary school
- Vetted by the Lebanese Police
- Clear criminal records
- Security awareness oriented.
- Have security experience background
- Completed Basic training course
- Bilingual
- Complete and clean uniform
- Rubber stick
- Hand held metal detector
- Radio Communication or mobile phone in order to communicate with security Patroller.

Provide a table of the overall cost and the net salary. The total cost should include insurance, NSSF according to the current Lebanese Law on taxes, school contribution and all compensations due to the <u>Security worker</u> in details.

The quotation shall be addressed to: **Development Cooperation Section of the Embassy of Italy** (AICS Beirut) M.O.F: 260148 and shall include the following information:

CIG: n. ZA82FBF066

Company's name and address

Legal Representative's name

MOF number

Detailed table of overall costs and net salary, including insurance, NSSF according to the current Lebanese Law on taxes and all compensations due for the service required.

The quotation should be submitted for the requested service.

The quotation should be sent within the 21st of December 2020 at 12 pm Beirut time by email.

The Offers and all correspondence and documents related to the Request for quotation exchanged by the Company and the Contracting Authority must be written in English. All correspondence relating to payments, including invoices, interim and final payment certificates, must also be sent to the Contracting Authority in English.

The present invitation does not commit in any respect the Italian Agency for Development Cooperation – Beirut Office.









# Security Services Proposal

To





# The Development Cooperation Section of the Embassy of Italy – AICS – Baabda





Client Contact:
Tel: +961 5 951376/7/8
beirut@aics.gov.it





# **Points of Contact:**

# Partners-Managing Directors:

Abdo Abi Khalil Tel: +961 3 406066 abdo@Protectronme.com



Mahmoud Hammoud
Tel: +961 3 699479
Mahmoud@Protectronme.com





Charles Youssef Tel: +961 3 240795 charles@Protectronme.com

# Office Management:

Sabine Salloum Projects Coordination Manager Tel: +961 70 222524 projectcoordinator@Protectron me.com

Saba Andary
Operations Manager
Tel: +961 3 195800
saba@protectronme.com

Furn El Chubbak, Mega Mall Center, 4<sup>th</sup> Floor – Tel: +961 1 294141 – Fax: +961 1 282815 www.protectronme.com





CIG: n.ZA82FBF066

The Development Cooperation Section of the Embassy of Italy - AICS

Baabda - Lebanon

Dear Sir,

We would like to thank you for your trust in our Company by allowing Protectron to provide you with our professional security services. In fact, Protectron is one of the few security firms that provide quality security services to international companies and organizations in Lebanon and the Middle East Region with international standards.

We would be looking forward to collaborating with your esteemed person by providing you with our quality support and services.

Thank you for choosing PROTECTRON.

Best Regards, Mahmoud Hammoud Partner-Managing Director



proud to be pro





# Security Guarding Proposal:

Following the request regarding security guarding services proposal for the Development Cooperation Section of the Embassy of Italy – AICS in Baabda, kindly find the below:

# **Guard Specifications:**

- Minimum of a secondary school
- Vetted by the Lebanese Police
- Clear criminal record
- Security experience background
- Completed basic training course
- Keep neat and elegant appearance (daily shaving)
- Personal hygiene to maintain the body cleanliness.
- Bilingual

# **General Instruction:**

- Main Entrance: Screen and control access to staff, visitors, and contractual employees to the premises in accordance with regulations, procedures and policies issued by the Management.
- Control room: monitor all of the operations to ensure that everything is working properly and screen any irregular behavior and report to management.
- Monitor movement of all property being brought in and / or removed from the premises.
- Report all security concerns, violations, and hazards etc. to the management.
- Round the clock professional patrol services keep on watching the security guards performance one time during the shift.
- Patrolling property; Detect security and safety hazards, inspect services areas, monitor
  access points, prevent losses and damages, reporting irregularities; informing violators
  of policies and procedures.
- Patrol: Mobile patrols visit site facilities equipped with GPS System connected to our operation room. Ensure that all senior guard works are in compliance with TOR's





instructions. Maintain a communication line with back up manpower to ensure emergency or additional guard coverage in expeditious manner.

• Guard: Control access to premises and ensure flow of visitors and service provider as per instructions. Be able to apply routine search procedures of all personnel. Respond to events such as security alerts, criminal acts, civil demonstrations, and suspicious activity, immediately report to senior guard and bldg. management if required.

# **Guard Gears:**

#	Item Description	Photo
I	Complete uniform	
П	Hand Held Metal Detector	GoldCentury
III	Rubber Stick	





# Training

- <u>Awareness Basic Training:</u> all security guards will undergo a training program for standards and rules in all security related issues in order to perform their duties in a professional way.
- <u>Orientation Session:</u> This orientation session is made to let the security guard have initiative information about the client needs and requirements at the project premises.
- <u>Cross-Training:</u> Security guard will have a training on a related location to be aware of the similar daily activities
- Onsite training: this session take place several times in the project premises in order to keep security personnel aware and alert and be able to focus at any time on their performance.

# Reporting:

• Guard shall complete daily activity log such as (shift reports, registration log and incident reports). In addition, guards shall report to the mobile patrol and call center 24 hrs.

# Benefits:

- Registration in NSSF
- Family allowance as per social security
- 15 days annual leave (paid)
- Sick Leave covered by a replacement person
- Holidays leave as per the Lebanese labor law
- Holidays: as per AICS calendar
- Workmen compensation insurance (below proof of present policy)





# **Operation Methodology:**

**PROTECTRON's** goal is to provide the best people for the job. The reason why we devote extensive time and resources to hiring the right people, developing them, and striving to ensure they are the right fit for the client's needs.

Guard	Well trained to meet client expectation.	
Area Controller	Supervise day to day activities, contact the guards directly, and follow up with client for any daily on ground concerns.	
Patrol inspector	Visit sites at irregular times, report to our operation manager and Coordinate with the area controller for immediate measures.	
Operation Manager	In charge of all operations; visits the site according to prescheduled meeting with the client on monthly basis.	
Projects Coordination Manager	Establish procedures and policies for the project according to the client instruction and post orders.	
Call center	24/7 operation center is available on this number 01/294141.	





# Cost:

The monthly fee for the services starting from the 2<sup>nd</sup> of January till 31<sup>st</sup> of December 2021 is mentioned in the table below:

# Guards	Shift	Shift Working days	
1 guard	08:00 - 16:30 (8.5 hrs)	Monday till Friday (5 Days)	EURO 725.22
		11% VAT	EURO 79.774
Total including VAT			EURO 804.99

# • NB: Extra hours to be recovered within the month.

# • School contributions: (as per the Lebanese law)

The company does not include school contributions in the cost as the guard may be replaced at any time therefore the conditions will be changed.

If the client wishes to pay school allowances to the guard, this could be requested during the contract and will advise how many children based on the case.

- 1- Public School: \$ 200 per student per year.
- 2- Private School: \$ 500 per student per year.
- 3- Public University: \$ 300 per student per year.

# **Cost Breakdown:**

<u>#</u>	Description	Cost
1	Salary + transportation allowances	EURO 527.47
2	NSSF	EURO 89.67
3	Vacation / year (15 days)	EURO 21.97
4	Workmen compensation + Public Liability Insurance (below proof of present policies)	EURO 30.73
5	Management Fee	EURO 55.38
	Total	EURO 725.22





# You may find below the company legal documents.

# **Conclusion:**

Thank you for your trust in our quality of service and hope this work plan meets your requirements.

Kindly advise if the proposal is of your interest in order to prepare a detailed contract. Remaining at your disposal for any inquiries.

Best Regards, Mahmoud Hammoud Partner-Managing Director







## **Commercial Circular**



إذاعية تجاريية



حضرات السادة

لنا الشرف بأن تتقدم من حضرتكم بالعلم والخبر بأننا أسسنا بتاريخ 2001/7/24 شركة تضامن، وقد تسجلت لدى قلم محكمة الدرجة الأولى في حيل لبنان تحت الرقم /69672/، وهي تحمل المعوان والإسم المعاري الغالي:

# بروتيكترون PROTECTRON

ان المشركة التعاطى الأعمال التالية: التجارة العامة والإستواد والتصدير والتمثيل التجاري والخدمات على أنواعها وخاصة نقل الأموال وجماية وحراسة المؤسسات والمتعارف والمحمعات السياحية والملاهى وكافة المباني الأحرى وحدمة ركن السيارات وإدارة المواقف ومواكبة الشخصيات وحمايتها وكل ما لا يمعه الفاتون.

وان حق التوقيع عن الشركة منوط بمديريها السيد محمود خالد حمود والسيد عبده ميشال ابي خليل، ويوقعان عنها بالإتحاد بوجب نظام الشركة بالإضافة الى حدم الشركة.

وتفضلوا بقبول الإحترام

صورة طيق الأصل

تُودِّج عن توقيع المدير السيد محمود خالد حمود:

نموذج عن توقيع المدير السيد عبده ميشال ابي حليل:

رئيس القليم

المسانعتى

Mega Mall Center, 4th Floor, Furn El Chebbak, Beirut, Lebanon T 00961 1 294141 - F 00961 1 282815, www.protectronme.com

Furn El Chubbak, Mega Mall Center, 4<sup>th</sup> Floor – Tel: +961 1 294141 – Fax: +961 1 282815 www.protectronme.com





# **Ministry of Finance Registration**













# Ministry of Interior and Municipalities Authorization

c7/1400

أَجِمْهُوْرِيَّ اللبِّ مَانِيَةُ وَزَارَةَ الدَاخِلِيَّ وَالبلدِّئَاتِ الوَرْبِ

قسرار رقم بر ٥ يخ الترخيص لشركة PROTECTRON - بالعمل كمؤسسة حراسة وحماية - بالعمل كمؤسسة نقسل اموال - بالعمل كمؤسسة حماية اشخاص

ان وزير الداخلية والبلديات ، بناء على المرسوم رقم ٢٣٣٦ تاريخ ٢٠٠٠/١٠/١ ( تشكيل الحكومة ) . بناء على المرسوم رقم ٢٣٣٦ تاريخ ٩ آذار ٢٠٠١ ( تشكيل الحكومة ) . بناء على القر ار رقم ١٣٨٦ تباريخ ٩ آذار ٢٠٠١ ( تحديد شروط المترخيص المؤقت المؤسسات الحراسة وحماية الاشخاص ونقل الاموال ) . بنساء على الاسسندعاء المقسدم مسن شسركة ١٩٥٣ تاريخ ٣٠٠١ ( ٢٠٠١/ ٤ /١٠٠١ المتضمن طلب الترخيص لها بالعمل كشركة حراسة وحماية ونقل اسوال وحماية اشخاص . وبعد الاطلاع على المستندات المرفقة بالطلب التي يتبين منها ان الشركة طالبة وبعد الترخيص تتوفر فيها جميع الشروط المطلوبة لإعطاء هذا الترخيص .

# يقرر ما يأتى:

المادة الاولى: يرخص لـشركة PROTECTRON بالعمل كشركة حراسة وحماية ونقل أموال وحماية اشخاص .

المادة الثانية: تلتزم الشركة المرخص لها التقيد باحكام القرار رقم ١٣٨ تاريخ ٩ اذار ٢٠٠١ ولا سيّما وجوب تقديم المستندات الثبوتية المحددة في المادة العاشرة منه.

المادة الثالثة: يبلغ هذا القرار من يلزم.

بيروت ، في : ٢ - ٢٠٠١

وزير الداخلية والبلديات البساس المسر







Third Party Liability Policy (1)



## PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

WHEREAS, the insured, by the application form which shall be the basis of this contract, applied to the company for the insurance cover hereinafter contained and has committed to pay the premium specified hereinafter, NOW THE POLICY WITNESSES THAT subject to the terms, conditions, provisions & exclusions contained herein or endorsed hereon, the company will provide the insured with binding coverage to the extent and in the proportions and manner hereinafter described.

## SCHEDULE OF PARTICULAR CONDITIONS

The Company insures according to the General Conditions hereby enclosed and the Particular Conditions hereunder mentioned

Description

Policy Holder/Insured: M/s. PROTECTRON [562425]

**MOF Reg#** Address

MEGA MALL CENTER, 4th FLOOR, FURN EL CHEBBAK-BEIRUT- LEBANON Tel: 01-294141/2

Period of Insurance

Currency

Inception: 06/10/2020 noon

Expiry: 06/10/2021 noon

Premium

US Dollar

## TYPE OF COVER Item

**BUSINESS DESCRIPTION** 

SECURITY COMPANY

SECURITY COMPANY
THIS POLICY COVERS THE LEGAL LIABILITY OF THE
INSURED TOWARDS "THIRD PARTY" FOR PROPERTY
DAMAGE AND BODILY INJURY ARISING OUT OF ANY
ACCIDENT OCCURING TO THIRD PARTIES DURING THEIR
PRESENCE IN THE PARKING UNDER THE CUSTODY AND
CONTROL OF THE INSURED'S SECURITY SERVICES AS
GUARDING AND ESCORTING SERVICES RELATED TO
HOTELS &/OR OTHER OUTLETS HELD IN CARE AND
OPERATED BY "PROTECTRON" WHETHER OR NOT
SUBJECT TO A WRITTEN CONTRACT, WITHIN LEBANESE
TERRITORIES SUBJECT TO THE LIMITS OF LIABILITY AS
MENTIONED HERBELOW AND ACCORDING TO THE
GENERAL CONDITIONS OF THE PRESENT POLICY
(ATTACHED).

3 - Jurisdiction: Lebanese Law & Courts

## LIMITS OF LIABILITY

**Cover Description** 

Limit of Liability/ US

MAXIMUM FOR THIRD PARTY BODILY INJURY & PROPERTY DAMAGE DURING PERIOD OF INSURANCE SUBJECT TO:
- BODILY INJURY ANY ONE PERSON
- PROPERTY DAMAGE PER OCCURENCE

50,000

20,000

## SPECIAL CONDITIONS

- IT IS HEREBY AGREED THAT THE NAME OF THE INSURED IS AMENDED TO READ AS FOLLOWS: PROTECTRON &/OR UNITED NATIONS &/OR SUBCONTRACTORS FOR THEIR RESPECTIVE RIGHTS AND INTERESTS.

- IT IS HEREBY DECLARED AND AGREED THAT THE COVER UNDER THE PRESENT POLICY IS EXTENDED TO INCLUDE WAIVER OF THE COMPANY'S RIGHTS OF SUBROGATION IN FAVOR OF UNITED NATIONS.

- INCLUDE A PROVISION FOR RESPONSE ON A PRIMARY AND NON-CONTRIBUTING BASIS WITH RESPECT TO ANY OTHER INSURANCE THAT MAY BE AVAILABLE TO THE UNITED NATIONS.

- The cover under the present policy is extended to include legal liability of the insured towards the vehicles of the customers while parked by the insured's attendants (valet parking) up to us\$25,000 (only us dollar twenty five thousand) per vehicle and in the aggregate during the period of insurance subject to

REF: MEDGULF-2326632-3397210-FNA-I05/10/2020-P08/10/2020-S:J123-PMCC562425-00-C:AG-U26L3-[J123]
Paid up capital: L.L. 45 000 000 000, Decree # 157/A.T. Date 10/10/1980, Insurance register 179 C.R. 42292, Fiscal # 2921 Fis

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Third Party Liability Policy (2)



### PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

### SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

Policy Holder/Insured: M/s. PROTECTRON

a deductible of us\$100 (only us dollar one hundred) per claim/vehicle.

- The cover under the present policy is extended to include legal liability of the insured towards the drivers with private or public driving licenses who are working as valet parking only with one km area in the locations: Audi Bank Baabda, Audi Bank Jbeil East and Audi Bank Jbeil/Byblos Sun.

Cover under this extension excludes theft of the vehicle and road risks liability, it is also a warranty of the policy that proper closed parking space should be available and used solely to park customers' cars, this cover is limited to damage sustained by cars under custody and totally exclude any type of liability to third party bodily injury and property damage.

Cover under above extension is subject to the following exclusions;
 Road risks (compulsory third party bodily injury and property damage on public roads).
 Any damage to any vehicle which is not under the custody of the Insured.
 Fire and explosion to the vehicles under custody howsoever caused.

Theft of cars that are parked outside or inside parkings.
 Any accident when the driving attendants has no driving licenses.
 Disappearance of any car contents, and/or partial theft on car parts.
 Cars still parked after closure time.

- Extension of cover under the present policy is extended to include Professional Indemntily Cover with

- Extension of cover under the present policy is extended to include Professional Indemntity Cover with the following scope of cover:

This policy will indemnify the insured against all sums that he will be legally liable to pay for compensation, as well as litigation costs incurred with the written consent of the company up the following additional limits of indemnity of:

US\$ 10,000 Third party liability Property Damage per occurrence

US\$ 10,000 Third party liability Bodily Injury per person

US\$ 30,000 Third party liability Property Damage & Bodily Injury in the aggregate during period of insurrance

insurance in respect of Bodily Injury and Property Damage caused by any Negligent Act., Error, or Omission committed by the Insured or any of his employees in or about the conduct of the insured's occupation or business as stated in policy schedule.

- THIS POLICY IS SUBJECT TO A DEDUCTIBLE OF US\$ 150 (ONLY US DOLLAR ONE HUNDRED FIFTY) EACH AND EVERY PROPERTY DAMAGE CLAIM.

- SUBJECT TO SAFETY MEASURES TO BE TAKEN

## ADDITIONAL EXCLUSIONS

A2 -

## COVID-19 EXCLUSION / COMMUNICABLE DISEASE EXCLUSION- LIMA 5396

1. Notwithstanding Any Provision To The Contrary Within This Policy, This Policy Does Not Cover All Actual Or Alleged Loss, Liability, Damage, Compensation, Injury, Sickness, Disease, Death, Medical Payment, Defense Cost, Cost, Expense Or Any Other Amount, Directly Or Indirectly And Regardless Of Any Other Cause Contributing Concurrently Or in Any Sequence, Originating From, Caused By, Arising Out Of, Contributed To By, Resulting From, Or Otherwise In Connection With A Communicable Disease Or The Fear Or Threat (Whether Actual Or Perceived) Of A Communicable Disease.

2. For The Purposes Of This Endorsement, Loss, Liability, Damage, Compensation, Injury, Sickness, Disease, Death, Medical Payment, Defense Cost, Cost, Expense Or Any Other Amount, Includes, But Is Not Limited To, Any Cost To Clean-Up, Detoxify, Remove, Monitor Or Test For A Communicable Disease.

Disease.

3 As Used Herein. A Communicable Disease Means Any Disease Which Can Be Transmitted By Means Of Any Substance Or Agent From Any Organism To Another Organism Where:

3.1 The Substance Or Agent Includes, But is Not Limited To, A Virus, Bacterium, Parasite Or Other Organism Or Any Variation Thereof, Whether Deemed Living Or Not, And

3.2 The Method Of Transmission, Whether Direct Or Indirect, Includes But is Not Limited To, Airborne Transmission, Bodilly Fluid Transmission, From Or To Any Surface Or Object, Solid, Liquid Or Gas Or Between Organisms, And

3.3. The Disease, Substance Or Agent Can Cause Or Threaten Bodily Injury, Illness, Emotional Distress, Damage To Human Health, Human Welfare Or Property Damage.

LMA 5396

April 17, 2020

EXCLUDING ANY KIND OF CONSEQUENTIAL LOSSES INCLUDING BUT NOT LIMITED TO FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES

REF. MEDGULF-2326632-3397210-FNA-I05/10/2020-P08/10/2020-S: J123-PMCC562425-00-C:AG-U28L3-[J123]
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Third Party Liability Policy (3)



## PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

### SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

## Policy Holder/Insured: M/s. PROTECTRON

R3 -

## CYBER/ VIRUS CLARIFICATION CLAUSE

Property damage under this policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular and detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy:

1st Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation or the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to substance of property shall be covered.

2nd.Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

## INFECTIOUS OR CONTAGIOUS DISEASES LIABILITY EXCLUSION

The following perils, risks and kinds of insurance are excluded under this agreement:

a) Infectious or contagious disease manifested by any person or group of person within the premises and/or by any past presence within the premises.

b) Murder or suicide or pest occurring at the Premises.

c) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises.

d) Defects in the drains, ventilation, air conditioning, water supply and any other sanitary arrangements at the Premises (except for physical bodily injuries or material damages sustained out of a physical accident)

e) Restriction of use of the premises (whether artiful accident)

accident)

Properties of the premises (whether partial or total) by order of the competent public authority following the occurrence of a), b), c) or d)

Such loss is excluded regardless of any other cause or even contributing concurrently or in any sequence

**EXCLUDING PROFESSIONAL LIABILITY** 

B6 -

Notwithstanding Any Provision To The Contrary Within This Reinsurance Or Any Endorsement Thereto It Is Agreed That This Reinsurance Excludes Loss, Damage, Cost Or Expense Of Whatsoever Nature Directly Or Indirectly Caused By, Resulting From Or In Connection With Or In Consequence Of Any Of The Following Regardless Of Any Other Cause Or Event Contributing Concurrently Or In Any Other Sequence To The Loss:

Contributing Concurrently Or In Any Other Sequence To The Loss:

1. War, Civil War, Invasion, Acts Of Foreign Enemies, Hostilities Or War-Like Operations (Whether War Be Declared or Not); Or.

2. Mutiny, Popular Rising, Military Rising, Insurrection, Rebellion, Revolution, Military Or Usurped Power, Martial Law Or State Of Siege Or Any Of The Events Or Causes Which Determine The Proclamation Or Maintenance Of Martial Law Or State Of Siege; Or.

3. Civil Commotion Assuming the Proportion Of or Amounting To A Popular Rising; Or.

4. Any Act (Whether On Behalf Of Any Organization, Body, Person Or Group Of Persons) In Protest Against Any State Or Government, Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, By Means Of Fear. Terrorism Or Violence Or Use Of Force Or And/or The Threat Threatof, Or.

5. Losses In Any Way Caused Or Contributed To By An Act Of Terrorism Involving The Use Or Release Or The Threat Of Any Nuclear Wespon Or Device Or Chemical Or Biological Agent, Or.

6. Loss, Damage, Cost Or Expense Directly Or Indirectly Arising Out Of Biological Or Chemical Contamination Or Missiles, Bombs, Grenades, Explosives Or Any Ammunition, Or.

7. Consequential Losses or Damages Arising From Any Act Referred To In This Clause, Or.

9. Consequential Losses or Damages Arising From Any Act Referred To In This Clause;

REF: MEDGULF-2326632-3397210-FNA-105/10/2020-P08/10/2020-S:J123-PMCC562425-00-C;AG-U2613-[J123]
Paid up capital: L.L. 45 000 000 000. Decree # 157/A.T. Date 10/10/1980. Insurance register 179 C.R. 42292, Fiscal # 2921
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Third Party Liability Policy (4)

87 -



## PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

## SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

Policy Holder/Insured: M/s. PROTECTRON

10. The Act of Any Lawfully Established Authority in Controlling, Preventing, Suppressing Or In Any Other Way Dealing With Any Occurrence Referred To In This Clause; Or 11. Malicious Damage in Furtherance to Any Act Referred To In This Clause; Or

11. Malicious Jurninge in Potrereine to Pay 13. Any Act Of Terrorism

For The Purpose Of This Clause An Act Of Terrorism Means An Act, Including But Not Limited To The Use Of Force Or Violence And/or The Threat Thereof, Of Any Person Or Group(S) Of Persons, Whether Acting Alone Or On Behalf Of Or In Connection With Any Organization(S) Or Government(S), Committed For Political, Religious, Ideological, Or Ethnic Purposes Or Reasons Including But Not Limited To:

1. The Intention To Influence Or Affect The Conduct Of Any Government (De Jure Or De Facto); And/Or

To Put The Public, Or Any Section Of The Public In Fear, And/Or

To Commit Violence Or Threaten Violence Against One Or More Persons (Whether Legal Or Natural),

And/Or 4. Damaging Tangible Or Intangible Property, And/Or

Endangering Life: And/Or
 Creating A Risk To The Health Or Safety Of The Public Or A Section Of The Public.

7. An Act Designed To Interfere With Or Disrupt An Electronic System.

For The Purpose Of This Clause Contamination Means The Contamination, Poisoning, Or Prevention And/Or Limitation Of The Use Of Objects Due To The Effects Of Chemical And/Or Biological

Substances.

If The Reinsurer Alleges That By Reason Of This Exclusion, Any Loss, Damage, Cost Or Expense Is Not Covered By This Contract The Burden Of Proving The Contrary Shall Be Upon The Reinsured.

In The Event Any Portion Of This Clause Is Found To Be Invalid Or Unenforceable, The Remainder Shall Remain In Full Force And Effect.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICA ELECTROMAGNATIC WEAPONS EXCLUSION CLAUSE, CL370(10/11/2003) BIOLOGICAL, BIO-CHEMICAL AND

This clause shall be paramount and shall override anything contained in this Insurance inconsistent 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly cau contributed to by or arising from
1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such stotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

1.5 any chemical, biological, bio-chemical or electromagnetic weapon.

SANCTION LIMITATION AND EXCLUSION CLAUSE.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. (Acal dated 1.1.2011)

TOXIC MOLD EXCLUSION CLAUSE

This insurance does not apply to:

This insurance does not apply to:
Fungl or Bacteria

a, "Bodily Injury" or "Property Damage" which would not have occurred, in whole or in part, but for the acutal, alleged or, threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing,

REF: MEDGULF-2326632-3397210-FNA-105/10/2020-P08/10/2020-S.:J123-PMCC562425-00-C:AG-U26L3-[J123]
Paid up capital: L.L. 45 000 000 000, Decree # 157/A.T, Date 10/10/1980, Insurance register 179 C.R. 42292, Fiscal # 2921 Fisc

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S





Third Party Liability Policy (5)



## PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

## SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

## Policy Holder/Insured: M/s. PROTECTRON

containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity. This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The following definition is added to the Definitions Section:
"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or damage.

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. sequence to the loss

#### B1 -ASBESTOS EXCLUSION CLAUSE

This Insurance contract shall not apply to and does not cover claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any material containing asbestos in whatever form or quantity.

## SEEPAGE & POLLUTION CONTAMINATION EXCLUSION CLAUSE

This agreement excludes any loss arising from Seepage. Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by seepage, pollution or contamination which itself results from a peril insured against. - any peril insured against which itself results from a seepage, pollution or contamination. This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

#### B1 -WATER DAMAGE EXCLUSION

VIVILEX LIAMAGE EXCLUSION:

Unless otherwise agreed upon by endorsement or within the particular conditions of this policy, it is hereby understood and agreed that cover under this contract specifically excludes any loss or damage to third party property caused by, or arising from bursting of pipes, overflowing of tanks and water apparatus, humidity, flood, inundation, overflowing of pools and basins or any other type of water infiltration.

Nuclear exclusion clause:

The company shall not be liable to any payment in respect of

1- Any accident, loss or damage to any person or property whatsoever or any loss or expense
whatsoever resulting or arising therefrom or any consequential loss.

2- Any liability of whatsoever nature directly or indirectly caused by or contributed to, or arising from
ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from
the combustion of nuclear fuel. For the purpose of this exception, "combustion" shall include any self
sustaining process of nuclear fission any accident, loss damage or liability directly or indirectly caused by
or contributed to by arising from nuclear weapons materials, or from the radioactive toxic explosive or
other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- Cyber/ virus clarification clause

Property damage under this policy shall mean physical damage to the substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular and detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy:

A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation or the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to substance of property shall be covered.

8. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

REF; MEDGULF-2326632-3397210-FNA-I05/10/2020-P08/10/2020-S: J123-PMCC562425-00-C:AG-U26L3-[J123] Page 5.

Paid up capital: L.L. 45 000 000 000, Decree # 157/A.T. Date 10/10/1980, Insurance register 179 C.R. 42292, Fiscal # 2921 | Fiscal #

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Third Party Liability Policy (6)



PUBLIC LIABILITY INSURANCE - POLICY No. PL/107110/2020/005

SCHEDULE OF PARTICULAR CONDITIONS (Confd...)

Policy Holder/Insured: M/s. PROTECTRON

\* EXCLUDING ANY KIND OF PROFESSIONAL LIABILITY &/OR ANY KIND OF SICKNESS.

Payment Schedule: 34% on issuance, 33% 1 month(s) after issuance and 33% 2 month(s) after issuance.

This Policy incorporates the Schedule, Specification, Endorsement and General Conditions (GC-TPL-2001) which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear.

Issued in Beirut , in 2 copies, on 05/10/2020

M/s. PROTECTRON

MEDGULF GULF INSURANCE & REINSURANCE CO. SAL

REF: MEDGULF-2326632-3397210-FNA-105/10/2020-P08/10/2020-S:J123-PMCC562425-00-C:AG-U26L3-[J123]
Paid up capital: L.L. 45 000 000 000, Decree # 157/A.T, Date 10/10/1980, Insurance register 179 C.R. 42292, Fisical # 2921

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Workmen Compensation Policy (1)



## WORKMEN COMPENSATION - POLICY No. WCA/75804 / 2020 Renewal No. 76884

## SCHEDULE OF PARTICULAR CONDITIONS

WHEREAS, the insured, by the application form which shall be the basis of this contract, applied to the company for the insurance cover hereinafter contained and has committed to pay the premium specified hereinafter, NOW THE POLICY WITNESSES THAT subject to the terms, conditions, provisions & exclusions contained herein or endorsed hereon, the company will provide the insured with binding coverage to the extent and in the proportions and manner hereinafter

## Policy Holder/Insured:M/s. PROTECTRON [562425]

MOF Reg# Address

MEGA MALL CENTER, 4th FLOOR, FURN EL CHEBBAK-BEIRUT- LEBANON

Tel: 01-294141/2

Period of Insurance

Inception: 19/09/2020 noon US Dollar

Expiry: 19/09/2021 noon

Currency Premium

## SPECIFICATIONS & DETAILS OF COVER

	Item	Description		
1 -	BUSINESS DESCRIPTION	SECURITY BUSINESS. INSURED'S EMPLOYEES WHILE PERFORMING THEIR DUTIES AS SECURITY GUARDS, MANAGERS, SECRETARIES, ARMED GUARDS, SUPERVISORS UNDER THE SERVICES OF THE INSURED WITHIN LEBANESE		
2 -	Total Nbr. of Employees		TERRITORIES. TWO HUNDRED THIRTY FIVE.	
3 -	Names of employees:			
-	realités of employees.		TWO MANAGERS: \$ 1.500 / EACH. THREE SECRETARIES: \$ 800 / EACH. FIVE ARMED GUARDS: \$ 800 / EACH. FIFTEEN SUPERVISORS: \$ 700 / EACH. TWO HUNDRED TEN SECURITY GUARDS: \$ 450 / EACH.	
4 -	WAGES AND SALARIES:		The second secon	
5 -	Currency Of Sataries		US Dollar	
6 -	Estimated Annual Salaries	1,372,800	(ONLY US DOLLAR ONE MILLION THREE HUNDRED SEVENTY TWO THOUSAND SIGHT HUNDRED).	
7 -	Class of hospitalization		NSSF &/OR 3rd CLASS.	
8 -	Name Of Hospital		AS PER LIST.	
9 -	Jurisdiction: Lebanese Law & Courts		·	
INS	SURANCE COVERAGE		Carlot Andrews	

Cover Description	Limit of Liability/ USD	The second
- AS PER LEBANESE LEGISLATIVE DECREE 136/83 SUBJECT TO: - MAX LIMIT OF LIABILITY PER VICTIM - MAX LIMIT PER ACCIDENT IRRESPECTIVE OF VICTIMS	100,000 NO 150,000	IN MEDITERRANCO
AND AND ADDRESS TO A THE PROPERTY OF THE PROPE		

## SPECIAL CONDITIONS

A1 -

\* THE COVER UNDER THE PRESENT POLICY IS EXTENDED TO INCLUDE : SUNSTROKE.

- SUNSTROKE.
- INSECTS BITES.
- ASSAULT ON THE GUARD WITHOUT SHOOTING.
- WEEKENDS, OVERTIME. NIGHT WORK AND WORK ON PUBLIC HOLIDAYS ACCORDING TO THE CONDITIONS OF THE PRESENT POLICY.
- EMPLOYER'S LIABILITY CLAUSE ONLY FOR CASCADA MALL EMPLOYEES (FORTY

REF: MEDGULF-2321668-3390707-E76884-FNA-I17/09/2020-P21/09/2020-S J123-PMCC562425-00-C-M323075L3

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FISCAL STAMP DECREE 67#





Workmen Compensation Policy (2)



## WORKMEN COMPENSATION - POLICY No. WCA/75804 / 2020 Renewal No. 76884

#### SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

## Policy Holder/Insured:M/s. PROTECTRON

Notwithstanding anything contained in the within mentioned policy to the contrary, it is hereby understood and agreed that this policy is extended to:

Indemnify the Insured for all sums which the Insured shall become legally obliged to pay as damages, including claimants costs and expenses, because of bodily injury of or bodily injury to any employee by accident and occupational illness or disease, including death at any time resulting therefrom sustained during the Period of Insurance and arising out of and in the course of his employment by the Insured.

The Company will also:

a) pay the legal fees incurred with its consent for representation at any inquest or Fatal Accident Enquiry in respect of any death.

b) all costs and expenses incurred with its written consent.

c) pay the legal fees incurred with its written consent for representation of the Insured at proceedings in any court arising out of any alleged breach of a statutory duty resulting in bodily injury or disease which may be the subject of indemnity under this policy.

The limit of the Company's liability under this Annex for all damage including damages for care and loss of services arising out of injury shall be US\$ 100,000.- (Only US Dollars One Hundred Thousand) any one occurrence and in the aggregate during the period of insurance.

- SUBJECT TO SAFETY MEASURES TO BE TAKEN

## SPECIAL CLAUSES

Adjustment of Premium

Estimated Salaries, readjusted at policy expiry based on the actual value of salaries paid during policy period but shall in no case be less than the above mentioned premium.

## ADDITIONAL EXCLUSIONS

C1 -

## COVID-19 EXCLUSION / COMMUNICABLE DISEASE EXCLUSION- LMA 5396

1. Notwithstanding Any Provision To The Contrary Within This Policy, This Policy Does Not Cover All Actual Or Alleged Loss, Liability, Damage, Compensation, Injury, Sickness, Disease, Death, Medical Payment, Defense Cost, Cost, Expense Or Any Other Amount, Directly Or Indirectly And Regardless Of Any Other Cause Contributing Concurrently Or In Any Sequence, Originating From, Caused By, Arising Out Of, Contributed To By, Resulting From, Or Otherwise In Connection With A Communicable Disease Or The Fear Or Threat (Whether Actual Or Perceived) Of A Communicable Disease.

2. For The Purposes Of This Endorsement, Loss, Liability, Damage, Compensation, Injury, Sickness, Disease, Death, Medical Payment, Defense Cost, Cost, Expense Or Any Other Amount, Includes, But Is Not Limited To, Any Cost To Clean-Up, Detoxify, Remove, Monitor Or Test For A Communicable Disease.

Disease.

3. As Used Herein, A Communicable Disease Means Any Disease Which Can Be Transmitted By Means Of Any Substance Or Agent From Any Organism To Another Organism Where.

3.1. The Substance Or Agent Includes, But ts Not Limited To, A Virus, Bacterium, Parasite Or Other Organism Or Any Variation Thereof, Whether Deemed Living Or Not, And

3.2. The Method Of Transmission, Whether Direct Or Indirect, Includes But Is Not Limited To, Airborne Transmission, Bodily Fluid Transmission, Transmission From Or To Any Surface Or Object, Solid, Liquid Or Gas Or Between Organisms, And

3.3. The Disease, Substance Or Agent Can Cause Or Threaten Bodily Injury, Illness, Emotional Distress, Damage To Human Health, Human Welfare Or Property Damage.

# INFECTIOUS OR CONTAGIOUS DISEASES LIABILITY EXCLUSION

The following perils, risks and kinds of insurance are excluded under this agreement a) Infectious or contagious disease manifested by any person or group of person within the premises and/or by any past presence within the premises.
 b) Murder or suicide or pest occurring at the Premises.
 c) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food

REF: MEDGULF-2321668-3390707-E76884-FNA-I17/09/2020-P21/09/2020-S:J123-PMCC562425-00-C-NG43375L3

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Page 2 DECREE 67#





Workmen Compensation Policy (3)



WORKMEN COMPENSATION - POLICY No. WCA/75804 / 2020 Renewal No. 76884

SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

Policy Holder/Insured:M/s. PROTECTRON

or drink provided on the Premises.
d) Defects in the drains, ventilation, air conditioning, water supply and any other sanitary arrangements at the Premises (except for physical bodily injuries or material damages sustained out of a physical

e) Restriction of use of the premises (whether partial or total) by order of the competent public authority following the occurrence of a), b), c) or d)
Such loss is excluded regardless of any other cause or even contributing concurrently or in any sequence to the loss.

C3 -

#### POLITICAL RISK EXCLUSION

Notwithstanding Any Provision To The Contrary Within This Reinsurance Or Any Endorsement Thereto It Is Agreed That This Reinsurance Excludes Loss, Damage, Cost Or Expense Of Whatsoever Nature Directly Or Indirectly Caused By Resulting From Or In Connection With Or in Consequence Of Any Of The Following Regardless Of Any Other Cause Or Event Contributing Concurrently Or In Any Other Sequence To The Loss:

Contributing Concurrently Or In Any Other Sequence To The Loss:

1. War, Civil War, Invasion, Acts Of Foreign Enemies, Hostilities Or War-Like Operations (Whether War Be Declared or Not); Or 2. Mutiny, Popular Rising, Military Rising, Insurrection, Rebellion, Revolution, Military Or Usurped Power, Martial Law Or State Of Siege Or Any Of The Events Or Causes Which Determine The Proclamation Or Maintenance Of Martial Law Or State Of Siege; Or 3. Civil Commotion Assuming the Proportion Of or Amounting To A Popular Rising; Or 4. Any Act (Whether On Behalf Of Any Organization, Body, Person Or Group Of Persons) In Protest Against Any State Or Government, Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Calculated Or Directed To Overthrow Any State Or Government, Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tribal Authority With Force, Or Any Provincial, Local Or Tenant Or Violence Or Use Of Force Or And/or The Threat Thereof, Or 5. Losses In Any Way Caused Or Contributed To By An Act Of Terrorism Involving The Use Or Release Or The Threat Of Any Nuclear Weapon Or Device Or Chemical Or Biological Agent, Or 6. Loss, Damage, Cost Or Expense Directly Or Indirectly Arising Out Of Biological Or Chemical Contamination Or Missiles, Bombs, Grenades, Explosives Or Any Ammunition, Or Postruction Of Or Damage To Property By Or Under The Order Of Any De Jure Or De Facto Government Or By Public Or Local Authority, Or Succession of The Order Of Any De Jure Or De Facto Government Or By Public Or Local Authority, Or

9. Consequential Losses or Damages Arising From Any Act Referred To In This Clause;

Or In Any Other Way Dealing With Any Occurrence Referred To In This Clause; Or

Malicious Damage in Furtherance to Any Act Referred To In This Clause; Or

11. Malicious Damage in Furmerance to Any Act Reterieu 10 III This Ciause, of
12. Any Act Of Terrorism

For The Purpose Of This Clause An Act Of Terrorism Means An Act, Including But Not Limited To
The Use Of Force Or Violence And/Or The Threat Thereof, Of Any Person Or Group(S) Of
Persons, Whether Acting Alone Or On Behalf Of Or In Connection With Any Organization(S) Or
Government(S), Committed For Political, Religious, Ideological, Or Ethnic Purposes Or
Reasons Including But Not Limited To:

1. The Intention To Influence Or Affect The Conduct Of Any Government (De Jure Or De Facto);

And/Or 2. To Put The Public, Or Any Section Of The Public In Fear, And/Or 3. To Commit Violence Or Threaten Violence Against One Or More Persons (Whether Legal Or Natural); And/Or

4. Damaging Tangible Or Intangible Property, And/Or

Endanging Tailgare
 S. Endangering Life; And/Or
 Creating A Risk To The Health Or Safety Of The Public Or A Section Of The Public;

7. An Act Designed To Interfere With Or Disrupt An Electronic System.

For The Purpose Of This Clause Contamination Means The Contamination, Poisoning, Or Prevention And/Or Limitation Of The Use Of Objects Due To The Effects Of Chemical And/Or Biological

Substances:
If The Reinsurer Alleges That By Reason Of This Exclusion, Any Loss, Damage, Cost Or Expense Is Not

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Page 3 PISCAL STAMP DECREE 67#





## Workmen Compensation Policy (4)



### WORKMEN COMPENSATION - POLICY No. WCA/75804 / 2020 Renewal No. 76884

## SCHEDULE OF PARTICULAR CONDITIONS (Cont'd...)

## Policy Holder/Insured: M/s. PROTECTRON

Covered By This Contract The Burden Of Proving The Contrary Shall Be Upon The Reinsured. In The Event Any Portion Of This Clause Is Found To Be Invalid Or Unenforceable, The Remainder Shall Remain In Full Force And Effect. 24.11.2011

SANCTION LIMITATION AND EXCLUSION CLAUSE.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, (Acal dated 1.1.2011)

C5 -

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1. war, or state of war, whether declared or not, invasion, acts of foreign enemies, hostilities or warlike
- 1. war, or state of war, whether declared or not, invasion, acts or toreign enemies, nosumes or warmed operations, and/or 2. civil war, rebellion, revolution, insurrection, mutiny, riot, strike, military or popular rising, and/or 3. civil commotion assuming the proportions of or amounting to a popular rising, and/or 4. martial law, state of siege, state of emergency or any event(s) or cause(s) which directly or indirectly lead(s) to the proclamation to establish, the establishment or maintenance of martial law, a state of siege and/or a change of government or head of state, and/or 5. any act intending to overthrow or influence the government, local authorities or part of them with force, by means of fear, with violence or the threat thereof, and/or 6. any act of terrorism, and/or 7. looting, pillage, felony, theft, burglary, malicious damage, vandalism or any comparable activity if they occur in parallel or in connection with any act referred to in point 1 to 5 of this endorsement.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 to 7 above.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured

Payment Schedule: 20% on issuance, 20% 1 month(s) after issuance, 15% 2 month(s) after issuance, 15% 3 month(s) after issuance, 10% 4 month(s) after issuance , 10% 5 month(s) after issuance and 10% 6 month(s) after issuance.

This Policy incorporates the Schedule, Specification, Endorsement and General Conditions (GC-WORK.COMP) which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear.

Issued in Beirut, in 2 copies, on 17/09/2020

M/s. PROTECTRON

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REF: MEDGULF-2321668-3390707-E76884-FNA-I17/09/2020-P21/09/2020-S:J123-PMCC562425-00-C-ACIAN-T5L3

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Page 4





## **ISO** Certificate

