

Appendix 1

Service Agreement - General Conditions (the "General Conditions")

1. Object of the Agreement – Representations and Warranties

1. The Client hereby commissions the Service Provider to restore the car identified in Section 1 of the Particular Conditions (the "Car").
2. The services to be provided by the Service Provider to the Client under the Agreement are described in Section 2 of the Particular Conditions (the "Services").
3. The Agreement sets out the entire agreement and understanding between the parties with respect to its subject matter and supersedes any previous agreement related thereto including any verbal discussions or proposals previously sent to the Client by the Service Provider.
4. By signing the Particular Conditions, the Client is deemed to have accepted to abide by these General Conditions.
5. The Client hereby represents and warrants to the Service Provider that he legally duly owns and possesses the Car and/or has all legal title to it and has the necessary power and authority to enter into this Agreement. The Client hereby agrees to indemnify the Service Provider and hold him harmless against any claims (including third party claims), liabilities, losses, damages, or other amounts or costs (including legal fees) to which the Service Provider may be subject, or which the Service Provider may incur, as a result of the breach by the Client of the foregoing representations and warranties.

2. Project Timeline

1. Subject to receiving the Car to the Service Provider's workshop no later than 5 calendar days as from the date of signature of the Particular Conditions, the Service Provider expects to deliver the Car to the Client on the estimate delivery date specified in Section 3 of the Particular Conditions.
2. Notwithstanding the above, the Client acknowledges and accepts that the Service Provider shall start delivering the Services upon the Service Provider's first available vacancy, it being understood that the Service Provider processes the various clients' restoration projects and prioritizes them based on the chronological order of signature of the various clients' respective agreements.
3. The delivery date specified in Section 3 of the Particular Conditions is only indicative and the Service Provider, in accordance with the applicable laws, shall not be responsible for any delays resulting from force majeure events, including but not limited to, delays in the receipt of the needed equipment or parts from the international suppliers, civil unrests and disorders, riots, rebellion, terrorism, revolution, insurrection, civil war, pandemics, lockdowns, interruption of labor supply, fuel, power or water, casualty damage, government or regulatory action or inaction or any other cause beyond the Service Provider's reasonable control.

3. Payment Terms

1. In consideration of the Services, the Client undertakes to settle the total and full price of the restoration (the "Price") as mentioned in Section 4 of the Particular Conditions in installments (each an "Installment") pursuant to the payment schedule set out therein.
2. The Price includes the price of the raw material, equipment and parts as well as the price of the labor.
3. The Client acknowledges that in the event, upon dismantling the metalwork, the technical inspection reveals severe damages to the frame and/or subframe metalwork necessitating unforeseen additional work that was not accounted for in the Price as set out in Section 4 of the Particular Conditions, the Service Provider shall promptly inform the Client in writing of the same and propose an adjustment to the Price where such adjustment shall be determined based of the complexity of the additional work required, provided that the Price may not be increased by more than 20% (the "Markup"). The Client shall have 5 calendar days to either accept the adjustment or reject it, in either case, by written notice. Should the Client accept the adjustment or if the Client does not take a position within the aforementioned deadline, the Markup shall be added to the last one of the Installments set out in Section 4 of the Particular Conditions. If the Client does not accept the adjustment, the Client shall have the right to terminate the Agreement by written notice without the need for any judicial or non-judicial proceedings and the Service Provider undertakes

to re-assemble the Car and return it to the Client as soon as reasonably practicable and in any case by no later than 2 months from the date on which the notice of termination is received by the Service Provider.

4. The Client acknowledges that the Price (as may be increased by the Markup in accordance with Clause 3 above) has been calculated, *inter alia*, on the basis of the price of raw materials, equipment and parts that will be used in the process of the Car's restoration, which price is payable by the Service Provider to the respective local and international suppliers in United States Dollars ("USD") either in USD cash bank notes or by international bank transfers. Accordingly, the Client hereby undertakes to settle the Price and/or any amounts due to the Service Provider (including the Markup) exclusively:
 - a. either in USD cash bank notes; or
 - b. by international transfer to the Service Provider's bank account the details of which are set out in Section 5 of the Particular Conditions.
5. The Client hereby irrevocably agrees and acknowledges that the payment in USD as described in Clause 4 above is an essential and determinant element of the Service Provider's consent to enter into this Agreement, without which the Service Provider would not have accepted to enter into such Agreement, and that any payment in Lebanese pounds ("LBP") or in local checks, i.e., checks drawn on a Lebanese bank (either in USD or in LBP) will result into irremediable losses and damages to the Service Provider. Therefore, any payment in LBP or in local checks (be in USD or in LBP), will not be accepted and the Client waives any right to challenge the same.
6. On each relevant date mentioned in Section 4 of the Particular Conditions, the relevant Installment (with the last Installment including the Markup, if applicable) shall be considered as due and the Client shall pay such relevant Installment to the Service Provider without the need for any notice or judicial or non-judicial proceedings.

4. Late Payment and Default

1. Should any Installment (with the last Installment including the Markup, if applicable) become due without the Client settling it on its due date as per Clause 6 of Section 3 here above, the Service Provider shall have the right to:
 - a. immediately suspend the provision of the Services, without the need for any notice or judicial or non-judicial proceedings, until the due payment by the Client of the relevant Installment, upon which the Services shall be resumed, it being understood that the estimate delivery date specified in Section 3 of the Particular Conditions shall be pushed and extended accordingly; or
 - b. terminate this Agreement by written notice without the need for any judicial or non-judicial proceedings with immediate effect, and return the Car to the Client as it stands on the termination date, along with any equipment or parts belonging to the Car and which would have been dismantled prior to the termination date.
2. Any late payment shall be subject to an interest of 9% compounded annually. All interests accrued on a due Installment shall be reflected on, and added to, the amount of the next Installment.
3. In the event of default in making any payment and in case any recovery action is undertaken, the Client will be responsible for all expenses in relation to the collection of the outstanding amounts due to the Service Provider including but not limited to all charges and fees, legal costs, legal fees, and disbursements.

5. Entry into Effect and Termination

1. The Agreement shall be effective as from the date of signature of the Particular Conditions by the parties and, unless terminated in accordance with Clause 2 below, will remain in full force and effect until the delivery of the Car to the Client and the due settlement by the latter of all amounts due to the Service Provider.
2. However, (i) the Agreement may be terminated by the Service Provider by written notice in accordance with Clause 1.b. of Section 4 above; and (ii) the Agreement may be terminated by the Client by written notice in accordance with Clause 3 of Section 3 above.
3. For the avoidance of doubt, all amounts settled by the Client to the Service Provider on or before the termination date shall be kept by the Service Provider and the Client waives any right to require the refund of the same.

6. Limitation of Liability

The Client acknowledges that in the course of the provision of the Services, the Car shall be located in the Service Provider's premises and/or in the premises of third-party contractors, and that such environments and their contents may bear common risks of accidents, dangers and/or other hazards such as fires, floods, or otherwise. The Client acknowledges that he is aware of all risks and hazards inherent to the project and therefore releases the Service Provider of any liability with respect to any possible damages that may be suffered by the Car whilst in the possession of the Service Provider or any third-party contractors, unless such damages are directly due to the Service Provider's gross negligence or willful misconduct. In any case, and subject to articles 138 and 139 of the Code of Obligations and Contracts, the Service Provider's aggregate liability in tort or in contract that may arise under this Agreement shall be limited to a maximum amount equivalent to the Price. The Service Provider shall not be responsible in any event for any losses or damages incurred by the Client or by any third party as a result of the Client's fault or negligence.

7. Intellectual Property and Rights to Image

The Client is hereby informed that in the course of the provisions of the Services, and at any time thereafter, the Service Provider shall take pictures and/or videos of the Car to document its restoration process (the "Pictures and Videos"). The Client hereby:

1. authorizes the Service Provider to take the Pictures and Videos, save them and fix them in any material form, whether on paper or electronically and/or digitally, add his name/brand name thereon, duplicate them, edit them, modify, reproduce or adapt them, publish them, include them in any marketing, advertising or promotion materials, share them with the Client and/or with third parties and/or the public on the Service Provider's website and/or mobile app and/or social media channels (including Facebook, Instagram, Twitter, TikTok, etc.), and/or WhatsApp or other communication channels, and in general through the Internet;
2. acknowledges and agrees that the Service Provider shall solely own all intellectual property rights including copyrights on the Pictures and Videos, and that the Client does not have any interest in the copyright nor any moral rights in respect of the Pictures and Videos;
3. therefore, finally and irrevocably waives to the benefit of the Service Provider: (i) all the Client's rights to the Car's image in connection with the Pictures and Videos; (ii) all the Client's rights under any intellectual property laws in connection with the Pictures and Videos; and (iii) all the Client's rights to any remuneration whatsoever in connection with the actions enumerated in paragraph a. above;
4. releases the Service Provider from any liability arising from any blurring, distortion, alteration, optical illusion, or use in composite form, or otherwise, whether intentional or not, that may occur or be produced in the Pictures and Videos.

8. Notices

Any notice or communication required or permitted to be given by either party under this Agreement shall be made, unless otherwise stated herein, in writing and shall be sent by e-mail or registered mail, or by personal delivery: (i) if to the Service Provider to Ain el Remmaneh, Boueiz and Mattar street, Farhat Building, e-mail: gil@highonwheels.com, phone number: 03 543 892; and (ii) if to the Client to the Client's addresses outlined in Section 6 of the Particular Conditions.

9. Governing Law and Dispute Resolution

The Agreement shall be governed by and shall be interpreted in accordance with the laws of the Republic of Lebanon and any dispute arising out of, or in connection with, this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Beirut, Lebanon. The arbitrator shall decide *ex aequo et bono* (i.e. *as amiable compositor*). Arbitration shall be in English. The seat of the arbitration shall be Beirut.