

# Morsy Law Office

Partnership & promise of sale contract

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## PARTNERSHIP CONTRACT

THIS PARTNERSHIP AGREEMENT is made and entered into in the city of Cairo, Arab Republic of Egypt, the day of ..... dated .../.../... (“Agreement”)

By and between:

1- Mr. ...., Egyptian national, holding ID No....., residing at .....

The first Party

2- Mr. ...., Egyptian national, holding ID No....., residing at .....

The second Party

3- Mr. . .... / ....., Egyptian national, holding ID No....., residing at .....

The third-Party Beneficiary

Hereinafter collectively referred to as” Parties “or “Partners”

### Preamble

- A. The Parties wish to associate themselves as partners in business.
- B. The Parties agree to corroborate their mutual relationships and knowledge for the purposes of starting their own business and establishing a new company.
- C. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.
- D. After the Parties acknowledged their legal capacity for disposal and contracting, and their freewill, they agreed to the following:

### Appendices

The above Preamble and all the agreement’s annexes are considered to be integral parts of this agreement and complementary and supplementary to the latter.

### Aim of Agreement

The parties agreed to incorporate a new limited liability company "L.L.C" organized in accordance with the laws in force in Egypt.

The company will be issued with a capital ... EGP (..... Egyptian pounds) divided into ... shares (four shares).

The value of each share is ... Egyptian pounds (..... Egyptian pounds), Provided that 100% of the total nominal value of the shares upon incorporation shall be paid according to the following:

### The Company Data

- A. The Company's name will be: .....
- B. The main Office of the company will be located at 17B Road 210, Degla, Maadi , Cairo.
- C. The purpose of the company: Consultancy, Event Management, Application Development.

### Capital contributions

Each of the partners has contributed to the capital of the partnership in cash as follows :

	Name	Nationality	Number of shares	Nominal value of share	Contribution rate
1	.....	Egyptian	1	..... EGP	25%
2	.....	Egyptian	1	..... EGP	25%
3	.....	Egyptian	1	..... EGP	25%
4	.....	Egyptian	1	.....EGP	25%
Total			4 Shares	..... EGP	100%

All Partners will contribute their respective Capital contributions fully and on time.

### Term

The partnership will begin on --/--/---- and will continue until terminated as provided in this agreement.

### Withdrawal of Capital

No partner will withdraw any portion of their Capital contribution without the express written consent of the remaining Partners.

### **Management**

- The parties agreed that Mr. .... will take over the management of the company, and he will have absolute authority to take all decisions related to the company, except for profits, shares, and transfers of money whose value exceeds ....Egyptian pounds (... Egyptian pounds) and he deserves an annual salary - ----- For his management efforts.
- All decisions related to Contracts, Banking, Loans, cheque and Fixed Assets will not be effective unless [ please insert signing mechanism ]

### **Financial decisions**

Decisions regarding the distribution of profits, allocation of losses, and the requirement for additional Capital contributions as well as all other financial matters will be decided by a unanimous vote of the partners.

### **Fiscal year**

Fiscal year Commences at the beginning of ----- and ends at the end of ----- of each year.

### **Cooperation**

Each party will use its reasonable endeavors to promote and develop the business to the best advantage of the company.

### **Good will**

- A.** All transactions entered into between the Parties and the Company shall be conducted in good faith and on the basis set out or referred to in this agreement or, if not provided for in this agreement, as may be agreed by the parties.
- B.** Each Party shall at all-time act in good faith towards the other Party and shall use all reasonable endeavors to ensure that the terms of this agreement are observed.
- C.** Each Party will do all things necessary and desirable to give effect to the spirit and intention of this agreement

### **Books of account**

Accurate and complete books of account of the transactions of the partnership will be kept in accordance with generally accepted accounting principles in Egypt and at all reasonable times will be available and open to inspection and examination by any of the partners.

The books and records of the partnership will reflect all the partnership's transactions and will be appropriate and adequate for the business conducted by the partnership.

### **Annual report**

As a guarantee of seriousness and commitment, there will be a periodic evaluation every six months of the performance of the partners. And in case of dissatisfaction with the performance, there will be a warning system as follows:

Warning 1: 3 months period to adjust if not, 20% of PS will be taken.

Warning 2: 3 months period to adjust if not, 30% of PS will be taken.

Warning 3: Extracted of management duties.

### **Audit**

Any of the partners will have the right to request an audit of the partnership books. The cost of the audit will be borne by the partnership. The audit will be performed by an accounting firm acceptable to all partners. Not more than one (1) audit will be required by any or all of the partners for any fiscal year.

### **Legal counsel**

The parties have agreed that DR. Mahmoud Morsy would be the legal counsel of the company.

### **Meetings**

- A. Regular meetings of the partners will be held as required.
- B. Any partner can call a special meeting to resolve issues that require vote by providing all Partners with reasonable notice.
- C. All Meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all partners.

### **Admitting a new partner**

- A. A new partner may be admitted to the partnership with a unanimous vote of the existing partners.
- B. Any new partner agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new partner will execute such documents as are needed to affect the admission of the new partner. Any new partner will receive such business interest in the partnership as determined by a unanimous decision of the other partners.

### **Withdrawal of a partner**

- A. Any partner shall have the right to voluntarily withdraw from the partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least 1 year prior to the withdrawal date.
- B. Leaving the partnership will impose obligations on the outgoing party in exchange for its exit as follows :
- The exit within One year, the outgoing party shall have the right to only 50% of his equity.
  - The exit within Two years, the outgoing party shall have the right to only 60% of his equity.
  - The exit within Three years, the outgoing party shall have the right to only 70% of his equity.
  - From 25%, 15% will be distributed to other partners and 10% will remain for life unless he sells to third party (by the board approval)
  - When 10% is to be sold, the other partners have a year to buy the shares at current market value. After the year, the sale can happen to an external party with the approval of the other partners.

### **Non-competition**

No Partner will engage in any business, venture or transaction, weather directly or indirectly That might be competitive with the business of the partnership or that would be in direct conflict of interest to the partnership without the unanimous written consent of the remaining partners.

### **Death/inheritance**

In the event of the death of one of the partners, his share shall be transferred to his legal heirs without any rights related to making commercial or financial decisions or any of the management's rights.

### **Disability/Sickness**

In the event that one of the partners suffers from a disease or a disability "Physical or mental " that may prevent him from performing his work in the company , Salary payment will not stop until recovery, then the total will be deducted from PS . But, keeping him in the company or not will be based on the vision of the specialist doctor and his report which will clarify his ability to do the required work efficiency. Then on the consensus of the other founding partners.

**Valuation of shares**

- A. Leaving the partnership will impose obligations on the leaving party in exchange for its exit, and the valuation of shares will be based on the following:
  - 1<sup>st</sup> year: Bar value.
  - 2<sup>nd</sup> year: 50% from the market value.
  - 3<sup>rd</sup> year: 30% from the market value.
- B. The evaluator will be ----- as parties have agreed.

**Legal representative**

**All matters related to Contracts, Banking, Cheques , Loans and fixes assets**

**Restrictions of share transfers**

Neither of the Parties shall transfer their respective Shares in the Company without the prior consent of the other Party.

**Investment**

[-----]

**Amendments**

This Agreement may not be amended in whole or in part without the unanimous written consent of all partners.

**Job responsibilities**

.....

Create and implement strategy for the tech department, including managing any employees working in the department. Take final decision in regards to tech services.

.....X

Lead generation, Sales enablement, Sales meeting, Strategic partnerships, Marketing and External communication.

.....

Internal communication, Procurement, program operations, project management, quality control.

.....Z

Finance accounting and budgeting sales, management (final decision of disputes), quality assurance, Legal compliance, regulatory.

# Morsy Law Office

promise of sale contract

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## Binding Promise to Sell Shares

## وعد بيع حصص مُلزم

This agreement ("Agreement") is entered into as of --/--/---- by and between:

تم توقيع هذا العقد بتاريخ --/--/----، فيما بين الموقعين أدناه:

1- Mr. ...., Egyptian national, holder of ID number .... issued on 4/....., residing at ....., Cairo, Egypt.

(1) السيد/.....، من الجنسية المصرية، حامل بطاقة الهوية رقم ..... الصادرة في 4/.....، المقيم .....

Hereinafter referred to as the "First Party", which term shall include his heirs, and permitted assigns.

ويُشار إليه فيما يلي بـ "الطرف الأول" ويشمل هذا المصطلح أيضاً أي خلف عام أو خاص.

2- ....., a company limited by shares organized and existing under the laws of Guernsey with registered number .... and having its registered office at .....

(2) السادة/.....، شركة محدودة منظمة ومُسجلة وفقاً .....

Hereinafter referred to as the "Second Party".

ويُشار إليها فيما يلي بـ "الطرف الثاني".

The First Party and the Second Party are hereinafter collectively referred to as the "Parties", and individually as a "Party".

ويُشار إلى الطرف الأول والطرف الثاني فيما يلي مجتمعين بـ "الطرفان" أو "الطرفين" (حسب السياق) وفردياً و بـ "الطرف".

## Preamble

## تمهيد

WHEREAS, the First party owns ...% of the fully paid up shares, amounting of EGP ....., in the capital of ..... (), established and validly existing under the laws of Egypt, tax card No. (the "Company"),

حيث أنّ الطرف الأول يملك....% من الحصص بقيمة ..... جنيه مصري والمدفوعة بالكامل في رأس مال شركة المسجلة والقائمة وفقاً لقوانين جمهورية مصر العربية، حاملة الرقم الضريبي ..... ("الشركة")،

WHEREAS, the First Party wishes to sell all of the aforementioned shares that he owns in the Company (the "Shares") to the Company,

وحيث أنّ الطرف الأول يرغب ببيع جميع الحصص التي يملكها في رأس مال الشركة المُشار إليها أعلاه ("الحصص") للطرف الثاني،

WHEREAS, the Second Party wishes to buy the Shares provided that the sale and transfer of the Shares and their registration under the name of the Second Party – or any other party designed by the latter – shall occur upon the expression by the Second Party of its desire of the same,

وحيث أنّ الطرف الثاني يرغب في شراء الحصص شرط أن تتم عملية بيع الحصص ونقلها على إسم الطرف الثاني – أو من يُحدده هذا الأخير – عند إبداء الطرف الثاني رغبته بذلك،

AND WHEREAS, the First Party accepts that the sale and purchase transaction be conditional as stated above,

وحيث أن الطرف الأول على أن تكون عملية البيع والشراء مشروطة وفقاً لما تقدم،

Now therefore, the Parties hereby agree to enter into this Agreement on the following terms:

بناءً عليه، فقد اتفق الطرفان على التعاقد وفقاً للشروط التالية:

### **Article 1** **Effect of the Preamble**

The above Preamble shall constitute an integral part hereof.

**البند الأول**  
**حكم التمهيد**  
يُعتبر التمهيد السابق جزءاً لا يتجزأ من هذا العقد ومكملاً ومتمماً لكافة بنوده وأحكامه.

### **Article 2** **Promise to transfer and register the Shares**

The First Party hereby finally and irrevocably undertakes to sell and transfer the ownership of the Shares to the Second Party and register them under the name of the Second Party or any other person designated by the Second Party – who accepts the same – upon the expression by the Second Party of its desire of the same by virtue of a registered notice addressed to the First Party.

**البند الثاني**  
**وعد بنقل وتسجيل الحصص**  
يلتزم الطرف الأول، بشكل نهائي وغير قابل للرجوع عنه، ببيع الحصص ونقل ملكيتها وتسجيلها على اسم الطرف الثاني أو من يُحدده هذا الأخير – القابل لذلك – بمجرد وفور إبداء الطرف الثاني الرغبة بذلك عبر إخطار يوجّهه إلى الطرف الأول بموجب خطاب مسجل.

The Second Party shall bear any costs, expenses, fees and taxes related to or resulting from the transfer of the Shares.

يتحمل الطرف الثاني مصاريف ونفقات ورسوم نقل ملكية الحصص وكذلك كافة الضرائب أو النفقات التي قد تفرض على عملية نقل ملكية الحصص.

### **Article 3** **Purchase Price**

The Parties agree that the total purchase price of the Shares is EGP 245,000 (Egyptian Pounds two hundred and forty-five thousand).

**البند الثالث**  
**ثمن المبيع**  
اتفق الطرفان على أن يكون إجمالي ثمن شراء الحصص مبلغ قدره ..... جنيه مصري (.....).

The First Party hereby acknowledges and declares that he received from the Second Party the purchase price in cash and in advance upon the signature of this Agreement. This shall not prejudice to the nature of this Agreement.

يقر الطرف الأول بقبض ثمن الحصص نقداً وسلفاً من قبل الطرف الثاني عند توقيع هذا العقد، دون أن يكون لذلك أي أثر على طبيعة العقد.



#### **Article 4** **Validity of the promise**

This promise is valid for a period of ten years starting from the date of signature, and this period shall be automatically renewed for similar periods unless the Second Party notifies the First Party of its desire not to renew such period, by virtue of a registered notice addressed to the First Party, two months at least prior to the expiration of the initial term or any renewed term. For the avoidance of doubt, the First Party shall not be entitled to revoke this promise or object to the extension of its term for any reason.

#### **Article 5** **Further obligations of the First Party**

The First Party undertakes not to dispose of, pledge or permit any encumbrance on or in relation to the Shares, and to

The First Party undertakes to operate and manage the Shares during the term hereof as per the instructions of the Second Party or its appointed designee.

The First Party undertakes to issue a power of attorney in favor of the Second Party (or its appointed designee) to implement this Agreement and transfer the Shares to the Second Party or its appointed designee. This power of attorney shall be effective and valid against the First Party's heirs, successors and permitted assigns, and shall continue in force even after the death of the First Party.

#### **Article 6** **Waiver of rights attached to the Shares**

The First Party waives in favor of the Second Party his rights to all profits resulting from and attached to the Shares for the period preceding the date hereof, and in advance, for the period starting from the date hereof and until the actual transfer of the Shares, and hereby, in advance, discharges the Company and all partners from all his rights in relation to such profits, the Shares or otherwise.

#### **Article 7** **Binding effect of this Agreement**

This Agreement shall be binding on the First Party and his heirs, administrators, executors or other legal representatives or successors.

#### **البند الرابع** **صلاحية الوعد**

يسري هذا الوعد لمدة عشر سنوات تبدأ من تاريخ التوقيع، وتُجدد هذه المدة تلقائياً لمُدَد مماثلة ما لم يُخطر الطرف الثاني . تفادياً لأي شك، لا يحق للطرف الأول الرجوع عن هذا الوعد أو الاعتراض على تمديده وفقاً لما سبق لأي سبب.

#### **البند الخامس** **موجبات إضافية على الطرف الأول**

يلتزم ويتعهد الطرف الأول بعدم التصرف أو رهن أو ترتيب أي حقوق على الحصص.

يتعهد الطرف الأول بتشغيل وإدارة الحصص طول فترة سريان العقد وفقاً لتوجيهات وتعليمات الطرف الثاني أو من يحدده الطرف الثاني.

يلتزم الطرف الأول بتحرير توكيل غير قابل للإلغاء لصالح الطرف الثاني أو من يحدده هذا الأخير يمكنه من تنفيذ هذا العقد ونقل الحصص لنفسه أو للغير، ويكون هذا التوكيل نافذاً في مواجهة الخلف العام والخاص

#### **البند السادس** **التنازل عن حقوق متعلقة بالحصص**

يُقر الطرف الأول بتنازله لمصلحة الطرف الثاني عن الأرباح الناتجة عن الحصص عن الفترة السابقة لتاريخ توقيع هذا العقد، كما مسبقاً ومنذ الآن، عن الفترة الممتدة من تاريخ توقيع هذا العقد حتى تاريخ النقل الفعلي للحصص، وببُراء، مسبقاً ومنذ الآن، ذمة الشركة والشركاء ويتنازل عن كافة حقوقه فيما يتعلق بتلك الأرباح أو الحصص أو خلافه.

#### **البند السابع** **الأثر الملزم لهذه الإتفاقية**

هذا العقد ملزم للطرف الأول ولخلفاء وممثلي وورثة الطرف الأول وغيرهم من الممثلين القانونيين أو خلفائهم.

## **Article 8** **Assignment**

The First Party shall not be entitled to assign nor transfer its rights and/or any obligations specified in this Agreement to any other party.

The Second Party shall be entitled to assign, transfer, sub-contract or in any other manner make over the benefit and/or burden of this Agreement to any subsidiary or affiliate or entity within the PwC network.

## **Article 9** **Confidentiality**

The First Party shall at all times during or after the expiration of this Agreement keep confidential the contents of this Agreement and any commercial, financial or technical information and data furnished and obtained in connection with this Agreement, and shall not divulge such information and data to any third party without the specific prior written consent of the Second Party, provided that such consent shall not be required in respect of any information already in the public domain (other than as a result of a breach by the First Party of his confidentiality obligations) or for the disclosure if required by the law, Court Order or competent authority.

## **Article 10** **Amendment**

This Agreement shall not be amended, modified, varied or supplemented except in writing signed by all of the Parties.

## **Article 11** **Notices**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by telecopy or registered or certified mail (postage prepaid, return receipt request) to the respective parties at the following addresses (or at such other address as notified by a Party to the other Party pursuant to this Article):

## **البند الثامن**

### **التنازل عن العقد**

لا يحق للطرف الأول التنازل للغير عن حقوقه و/أو أيًا من الإلتزامات المنصوص عليها والواردة في هذا العقد.

يجق للطرف الثاني التنازل أو تحويل أو التعاقد من الباطن أو القيام بتحويل الموجبات والحقوق المنصوص عليها في هذا العقد إلى أي شركة تابعة لها أو مرتبطة بها أو أي كيان آخر من ضمن مجموعة برايس وتر هاوس كوبرز.

## **البند التاسع**

### **السريّة**

يلتزم الطرف الأول في جميع الأوقات سواء أثناء أو بعد انتهاء مدة هذا العقد أن يحافظ على سرية محتويات هذا العقد وأية معلومات أو بيانات تجارية أو مالية أو فنية مقدمة أو متعلقة بهذا العقد، كما يلتزم بعدم الإفصاح عن هذه المعلومات والبيانات إلى الغير دون موافقة خطية مُحددة ومُسبقة من قبل الطرف الثاني، ما لم تكن أصبحت معروفة للعموم (لكن ليس نتيجة خرق من قبل الطرف الأول للإلتزامه بالسريّة) أو ما لم يكن الإفصاح متوجّباً وفقاً لمتطلبات القانون أو أمر من المحكمة أو سلطة المختصة.

## **البند العاشر**

### **تعديل العقد**

لا يتم تعديل هذا العقد أو الإضافة له إلا بموجب اتفاق خطّي موقع من الطرفين.

## **البند الحادي عشر**

### **التبليغات**

يتعين أن تكون جميع الإشعارات والطلبات وغيرها من المراسلات الواردة نتيجة هذا العقد خطيّة ويجب تسليمها (ويُعتبر أنها قد تم تسليمها أو تقديمها) عن طريق التسليم الشخصي، عن طريق خدمة البريد السريع المعترف بها دولياً، عن طريق البريد المسجل أو المعتمد (البريد المدفوع مسبقاً، مع طلب إشعار الوصول) إلى الطرف المعني على العناوين التالية (أو على أي عنوان آخر يبلغه أي طرف إلى الطرف الآخر وفقاً لهذا البند):

If to the First Party: [Insert address]

في حالة الإرسال الى الطرف الأول:

If to the Second Party: [Insert address]

في حالة الإرسال الى الطرف الثاني:

## **Article 12** **Entire Agreement**

## **البند الثاني عشر** **كامل العقد**

This Agreement contains the entire agreement between the parties with respect to the transactions contemplate herein and supersedes all prior negotiations, agreements and understandings in this respect, if any.

يحتوي هذا المستند على كامل الإتفاق بين الأطراف فيما يتعلق بالوعد ببيع الحصص ولا يعتد بأي إتفاقيات أو مراسلات أو مستندات سابقة على تاريخ التوقيع على هذا الإتفاق.

## **Article 13** **Illegality**

## **البند الثالث عشر** **قانونية العقد**

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

إذا وجدت أي محكمة أو هيئة إدارية أو تحكيمية أن أي حكم من أحكام هذا العقد باطلاً أو غير قانوني أو غير قابل للتنفيذ، فإن هذا البطلان أو عدم القانونية أو عدم النفاذ لن يؤثر على الأحكام الأخرى من هذا العقد التي تبقى سارية المفعول.

If any provision of this Agreement is so found to be invalid, illegal or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, then:

إذا تبين أن أي بند من أحكام هذا العقد باطل أو غير قانوني أو غير قابل للتنفيذ ولكنه سيكون سارياً أو قانونياً أو قابلاً للتنفيذ إذا تم حذف جزءاً منه، فعندئذٍ:

- the provision in question shall apply with such modifications as may be necessary to make it valid, legal or enforceable; and
- the parties shall use their best endeavor's within a reasonable period to negotiate and to agree alternative arrangements acceptable to each of the parties which will conform with the legal requirements in force at such time with the result that the parties maintain the same (or as nearly similar as shall be possible) commercial expectations desired under this Agreement.

• ينطبق الحكم المعني مع التعديلات التي قد تكون ضرورية لجعله صالحاً أو قانونياً أو قابلاً للتنفيذ؛ و

• على الطرفين بذل قصارى جهدهما خلال فترة زمنية معقولة للتفاوض والاتفاق على ترتيبات بديلة مقبولة لدى كل طرف تتوافق مع المتطلبات القانونية السارية في حينه على أن يُحافظ الطرفان قدر الإمكان على التوقعات التجارية نفسها (أو مشابهة) لتلك المرجوة نتيجة هذا العقد.

## **Article 14** **Governing Law**

## **البند الرابع عشر** **القانون الواجب التطبيق**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt.

يخضع هذا العقد وأي نزاع أو مطلب (بما في ذلك أي نزاع أو مطلب غير تعاقدية) ينشأ عنه ويتعلق بموضوعه يُفسر وفقاً للقوانين المعمول بها في جمهورية مصر العربية.

**Article 15**  
**Dispute resolution**

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be the DIFC. The language to be used in the arbitration shall be English.

**Article 16**  
**Language**

This Agreement is made in Arabic and English. In the event of discrepancy between the two languages, the English version shall prevail.

**Article 17**  
**Counterparts**

This Agreement has been made of two original copies, one copy to be kept with each of the Parties.

**Signed by the First Party**

**Signed on behalf of the Second Party**

Name:

Occupation:

Signature

**البند الخامس عشر**  
**حل الخلافات**

تتم إحالة أي نزاع ينشأ عن أو فيما يتعلق بهذا العقد، بما في ذلك أي مسألة تتعلق بوجوده أو قانونيته أو إنهائه، ويتم حلها نهائياً عن طريق التحكيم بموجب قواعد التحكيم المعمول بها في مركز التحكيم في مركز القاهرة الأقليمي للتحكيم التجاري الدولي، بحيث تُعتبر هذه القواعد مُدمجة بهذا الشرط. يكون عدد المحكمين ثلاثة. يكون مقر التحكيم في مصر وفقاً للقانون المصري. تكون اللغة المستخدمة في التحكيم هي اللغة الإنجليزية.

**البند السادس عشر**  
**لغة العقد**

تحرر هذا العقد باللغتين العربية والإنجليزية وتعتبر اللغة الإنجليزية هي المعتمدة عند حدوث أي خلاف أو تعارض بين اللغتين.

**البند السابع عشر**  
**النسخ**

تحرر هذا العقد من نسختين بيد كل طرف نسخة للعمل بها عند الإقتضاء.

**توقيع الطرف الأول**

**عن الطرف الثاني**

الإسم:

الصفة:

الإمضاء:

## Power of Attorney

I the undersigned, ....., Egyptian national, holder of ID number ..... issued on 4/....., residing, Cairo, Egypt, in my capacity as partner (...%) in ....., a professional civil company Incorporated and validly existing under the laws of Egypt, tax card No..... Commercial Register No..... (the "Company"),

Hereby appoint:

..... **Limited**, a company limited by shares organized and existing under the laws of Guernsey with registered number 50200 and having its registered office at Longue Hougue House, Longue Hougue Lane, St Sampson.

To carry out in my name and on my behalf the following:

To sell or transfer or otherwise dispose of my shares in the Company to themselves or any third party, and to determine and collect their price, or to pledge or otherwise encumber such shares, all of the foregoing at the conditions that they deem appropriate at their sole discretion and without the need to obtain my prior consent. And for this purpose, to sign all documents and deeds and to carry out all the necessary procedures.

The proxy shall have the right to delegate to a third party some or all the powers vested in them and to dismiss such party.

This Power of Attorney is irrevocable except by mutual consent and in the presence of both parties, and shall be valid and binding on the principal's heirs and successors in the case of death of the principal.

IN WITNESS WHEREOF, this Power of Attorney was duly executed before the Notary Public.

The principal

## توكيل خاص

أنا الموقع أدناه، .....، مصري الجنسية، حامل بطاقة الهوية رقم ..... الصادرة في 4/.....، المقيم في .....، القاهرة، مصر، بصفتي شريك بنسبة ...% في شركة .....، المسجلة والقائمة وفقاً لقوانين جمهورية مصر العربية، حاملة الرقم الضريبي..... وسجل تجارى ("الشركة")،

قد وكلت بموجب هذا التوكيل:

السادة/ شركة .....، شركة ذات مسئولية محدودة منظمة ومسجلة وفقاً لقوانين .....، مكتبها المسجل كائن في .....

وذلك للقيام بإسمي ونيابة عني بشكل خاص بما يلي:

بيع الحصص العائدة لي في الشركة أو التنازل عنها لأنفسهم أو للغير أو التصرف بها وتحديد وقيض ثمنها أو رهنها ولهم جميع الحقوق في ترتيب أى حقوق عينية على تلك الحصص أو إدارتها وذلك وفقاً لكامل سلطتهم التقديرية ودون الحصول على إذن مسبق منى..... وللوكيل الحق فى التعامل والتوقيع بأسمى أو نيابة عنى على كافة العقود والوثائق الرسمية التى تضمن تنفيذ الإشتراطات الواردة بالعقد السالف . أمام الجهات الحكومية وغير الحكومية بما فيها على سبيل المثال لا الحصر (هيئة الإستثمار – السجل التجارى – مصلحة الضرائب المصرية )

للكلاء حق توكيل الغير في كل ما ذكر أو بعضه وعزلهم.

إنّ هذا التوكيل غير قابل للإلغاء إلا برضى وحضور الطرفين، ولا يسقط بوفاة الموكل ويمتد أثره في مواجهة الخلف العام والخاص.

واشهاداً على صحة ما ذكر أعلاه أوقع أدناه أمام الكاتب العدل.

الموكل