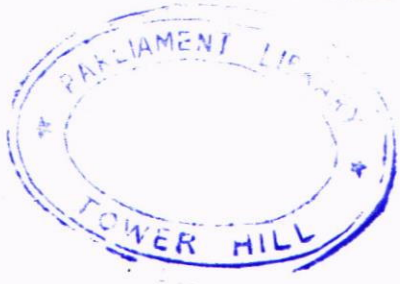


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THIS AGREEMENT is made the 11TH day of ~~FEBRUARY~~ in the Year of Our Lord Two Thousand and Fourteen

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE represented by the Minister of Internal Affairs Honourable Joseph B. Dauda (hereinafter referred to as "**the Customer**") which expression where the context so admits or requires shall include its successors assigns, agents, legal representatives and attorneys) of the one part

AND

NETPAGE (SL) LIMITED a limited liability company incorporated and registered under the laws of Sierra Leone with its registered office at HS51 Hill Station Freetown in the Western Area of the Republic of Sierra Leone represented by **Jamel Shallop** (hereinafter referred to as "**the Agent**") which expression where the context so admits or requires shall include their successors and assigns) of the other part.

WHEREAS by an agreement between the Customer and De La Rue International Limited dated 15th February 2000 (hereinafter referred to as the "Original Contract") as modified by the Contract Change Order referenced and dated: SID 1178/004 – 18th December 2013 (hereinafter referred to as the "Contract Change Order") De La Rue International Limited has agreed to supply the Customer an upgrade to the passport issuing and personalization system to enable the Customer migrate from machine readable passport to ePassports, and the design by De La Rue International Limited of new ePassports for the Customer both as described in the Contract Change Order.

WHEREAS by Clause 6 of the Contract Change Order the Customer authorises De La Rue International Limited to sell variable quantities of ePassports based on the design approved by the Customer under the provisions of the Change Note to the Agent.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

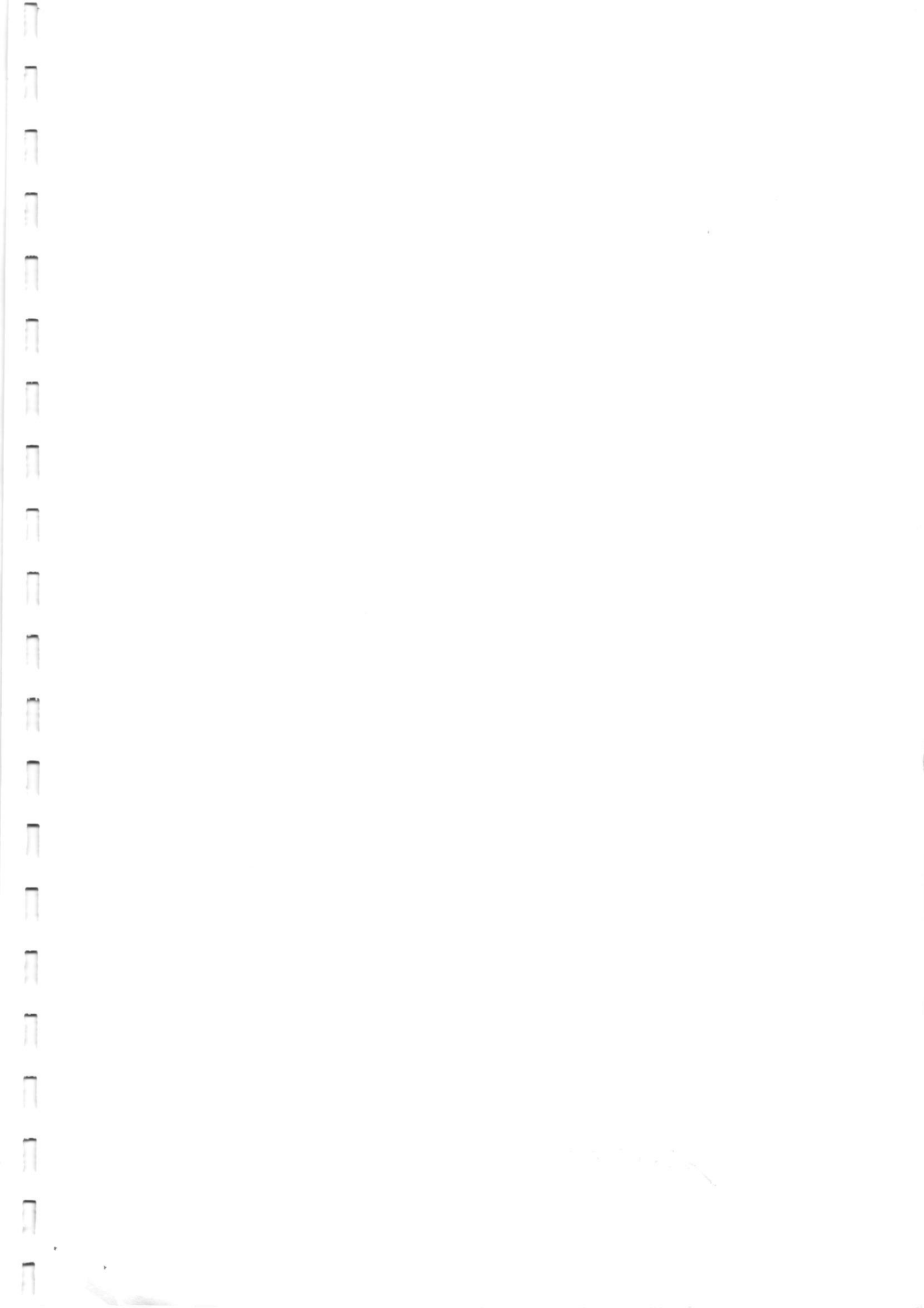
AGREED TERMS

CLAUSE 1: INTERPRETATION

The following expressions bear the following meanings:

Control - the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

Key Individual - the Agent's staff member, who will act as the main point of contact for communications to and from the Agent and who has authority to make decisions for and to bind the Agent.



Products - the products listed in Schedule 1 and any other products developed by De La Rue and which De La Rue may permit the Agent, by express notice in writing, to distribute to the Customer.

Minimum Quantity - the quantities of Products specified in Schedule 2 for each Year or any other quantities as may be agreed in writing between the parties in relation to each Year.

Services - the services to be provided by the Agent to the Customer, as described in Schedule 3.

Staff - any individual including employees of a third party or self-employed contractors provided by the Agent to perform the Services.

Term - the term of this agreement, as determined in accordance with clause 4.

Territory - Sierra Leone.

Year - the period of 12 months starting on the Commencement Date and each consecutive period of 12 months thereafter during the Term.

Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, whether before or after the date of this agreement, and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this agreement.

A reference to **writing** or **written** includes faxes but not e-mail.

References to clauses and Schedules are to the clauses and Schedules of this agreement.

CLAUSE 2

That the Agent will be the exclusive supplier of Sierra Leone ePassports to the Immigration Department in Freetown and other stations designated by the Chief Immigration Officer.

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