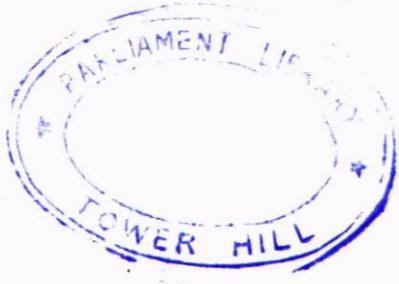


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THIS AGREEMENT is made the 11TH day of ~~FEBRUARY~~ in the Year of Our Lord Two Thousand and Fourteen

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

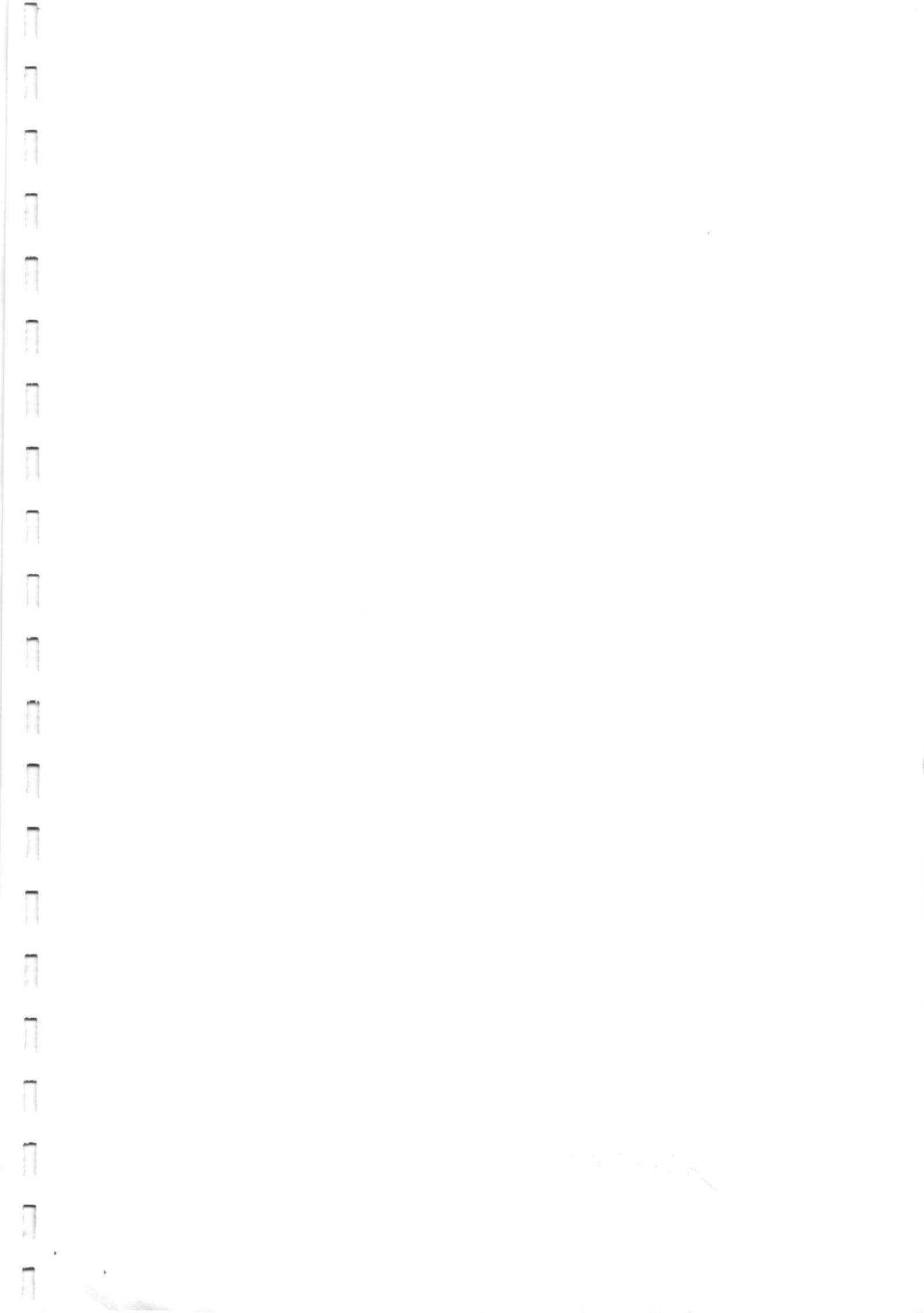
CLAUSE 1: INTERPRETATION

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.

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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.

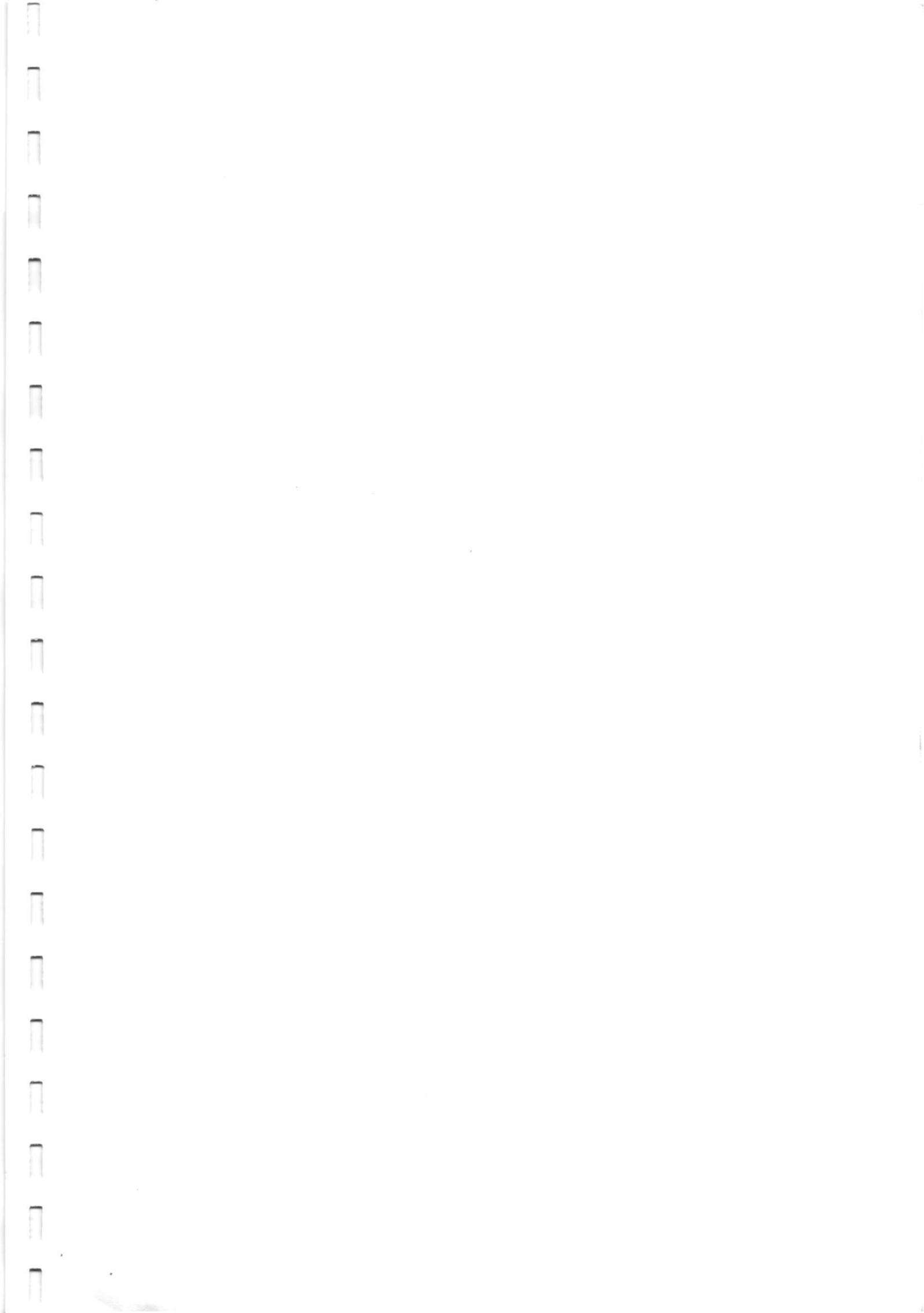
A reference to **writing** or **written** includes faxes but not e-mail.

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

CLAUSE 2

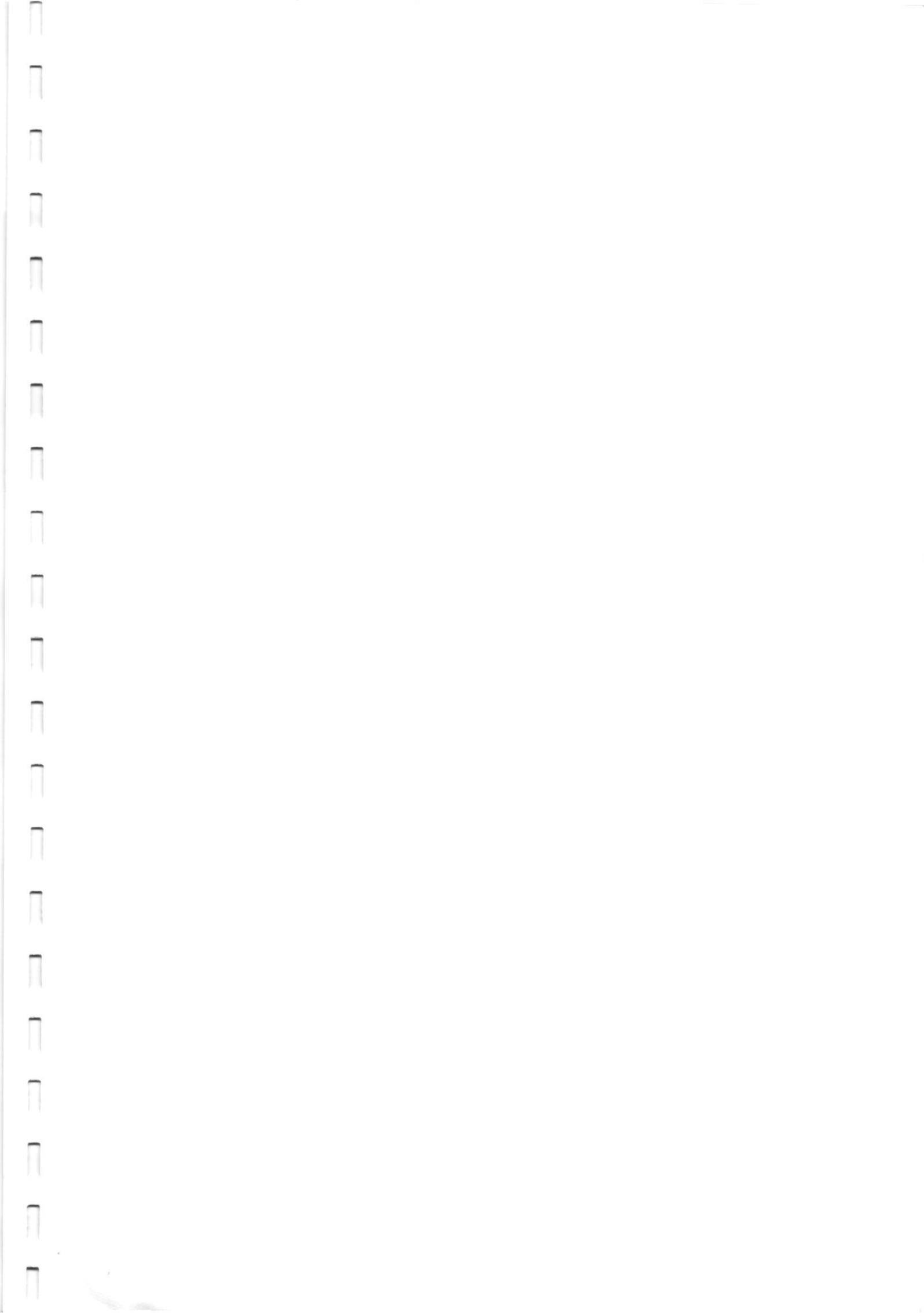
That the Agent will be the exclusive supplier of Sierra Leone ePassports to the Immigration Department in Freetown and other stations designated by the Chief Immigration Officer.

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2.1 The Agent agrees that at all times during the Term it shall:

- i. purchase the Products only from De La Rue, and, for the Term or for the period of ten years from the Commencement Date (whichever shall be the shorter), shall not distribute or manufacture any goods which compete with the Products;
- ii. not supply the Products to anyone other than the Immigration Department
- iii. not appoint any other entity to provide the Services;
- iv. not itself provide services equivalent to the Services;
- v. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Agent's obligations under this agreement;
- vi. not resell the Products at a price exceeding the maximum resale price as is specified by De La Rue in writing from time to time;
- vii. submit written reports at regular intervals to the Customer, showing details of sales, service stock, outstanding customer orders and orders placed by the Agent with De La Rue that are still outstanding, and any other information relating to the performance of its obligations under this agreement that the Customer may reasonably require from time to time;
- viii. maintain on its own account an inventory of the Products at levels which are appropriate and adequate for the Agent to meet all customer delivery requirements for the Products of the Customer;
- ix. keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Products;
- x. allow the Customer, on reasonable notice, access to its accounts and records relating to the Products for the purpose of inspection;
- xi. keep all stocks of the Products which it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
- xii. insure with a reputable insurance company, at its own cost, all stocks of the Products held by it against all risks which would normally be insured against by a prudent businessman for at least their full replacement value;
- xiii. inform the Customer of any change of Control of the Agent and of any change in its organisation or method of doing business which might affect the performance of the Agent's obligations in this agreement.



2.2 The Agent shall not:

- i) pledge the Customer's credit;
- ii) give any condition or warranty on the Customer's behalf;
- iii) make any representation on the Customer's behalf; or
- iv) commit the Customer to any contracts.

2.3 If, in order to provide the Services, Staff work on the Agent's or the Customer's premises or any other designated premises, the Agent shall provide, or (as applicable) procure that the Customer provides, such Staff with, where available, suitable office accommodation and services, including without limitation telephone, typing and photocopying facilities. The Agent will use reasonable endeavours to cause the Staff to comply with all reasonable regulations and requirements made known to it concerning the conduct of personnel at the Customer's premises.

2.4 The Agent shall, provide the Customer promptly with (and warrants that it is entitled to do so) accurate and complete information concerning its operations and activities relevant to the Services, answers to queries, decisions and approvals required by the Customer in connection with the Services. The Staff shall have the right of access to the Agent's and (where applicable) the Customer's staff and premises at all reasonable times throughout the duration of the Agreement to the extent reasonably necessary to allow Agent to provide the Services.

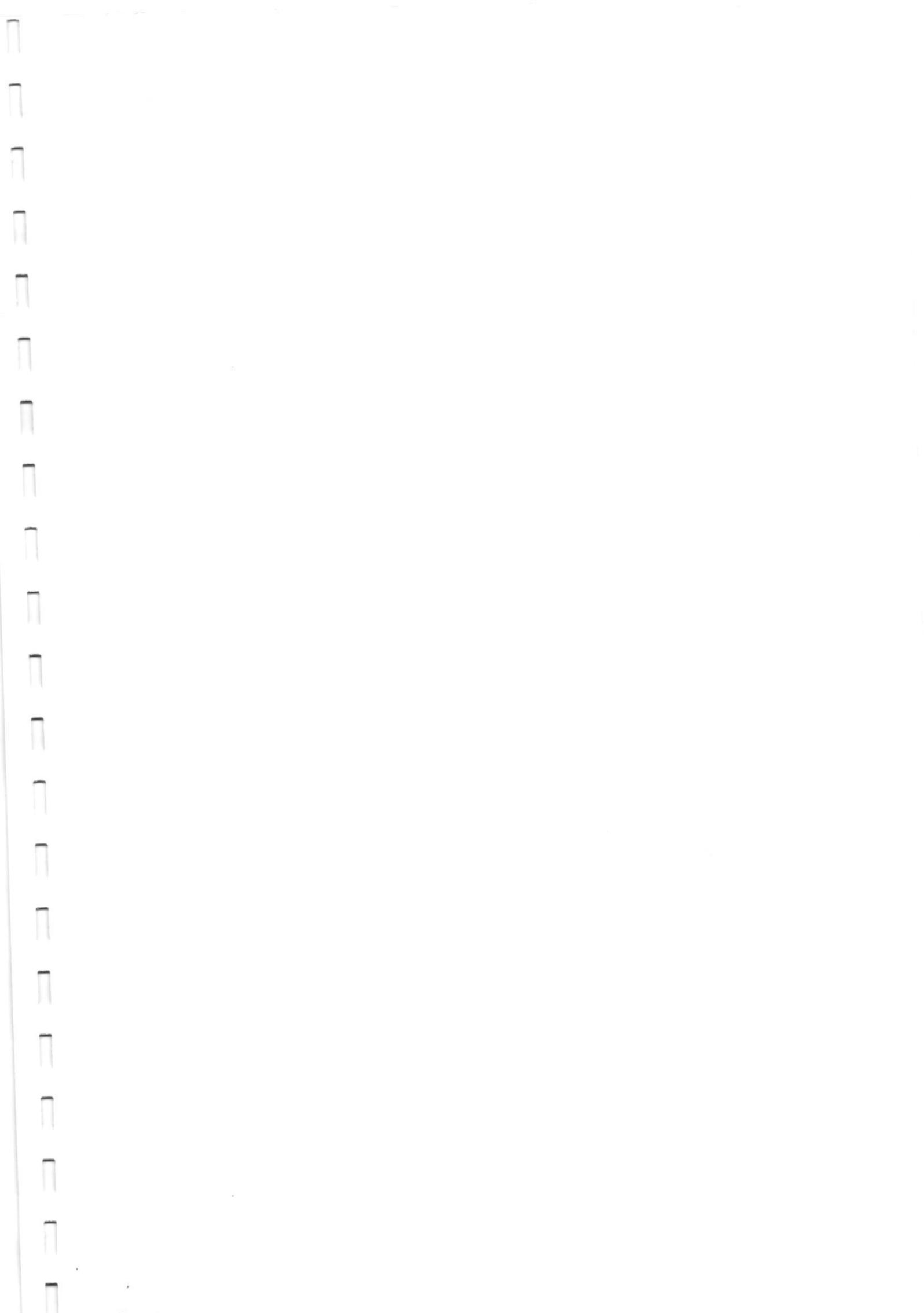
2.5 The Agent hereby agrees to renovate, refurbish and to make any alterations in or additions to the premises to a standard suitable for the proper operations of its affairs without the Customer's written consent and to keep every part thereof (including the windows but not the outer walls) with the fixtures and additions thereto in good and substantial repair (reasonable wear and tear and damage from any of the causes mentioned in the Customer's agreement to insure and in such repair to yield up at the determination of the Contract Change Order.

CLAUSE 3

That the Agent will collect all the proceeds from the sales of the ePassports (acting as local content provider on behalf of De La Rue International Limited)

CLAUSE 4

That the term of this Agreement shall be ten (10) years commencing on the 18th day of December 2013 with an option to renew for a further term of five (5) years or until terminated earlier in accordance with the terms hereof.



CLAUSE 5

That the initial sales price of the ePassport shall be the equivalent of US\$ 120.00(United States Dollars one hundred and twenty) in Leones and this to be reviewed periodically based on the inflation rate in Sierra Leone.

CLAUSE 6

Neither Party shall lose any rights hereunder or be liable to the other party for damages or losses, on account of failure of performance by the defaulting party if the failure is the result of any acts, events, omissions or accidents beyond a party's reasonable control including, without limitation, any of the following: an Act of God (e.g., fire, flood, inclement weather, windstorm, epidemic, earthquake or other natural disaster); war or threat of or preparation for war, armed conflict, or act of terrorism, including chemical or biological warfare, embargo; governmental acts, orders, breaking off of diplomatic relations or similar actions or restrictions or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law); fire, explosion or accidental damage; loss at sea; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; interruption or failure of utility service, including but not limited to electric power, gas or water and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure.

CLAUSE 7

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Sierra Leone and both parties hereby submit to the jurisdiction of the Sierra Leone Courts.

CLAUSE 8

Any dispute between the parties hereto touching the construction of meaning or effect of this Agreement, the right or liabilities of the parties herein under or any matter arising out of the same or connected therewith, shall, except where otherwise specifically agreed, be referred to Arbitration in Sierra Leone under the provision of the Arbitration ordinance or any legislation regarding Arbitration for the time being in force. The Parties hereto shall mutually agree the Adjudicator/Arbitrator(s). If the parties cannot agree on the Adjudicator(s)/Arbitrator (s), the dispute shall be taken before a Court of competent Jurisdiction in the country as provided for by Clause 7 herein above.

CLAUSE 9

No amendment or variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

CLAUSE 10

10.1 All ePassports are to be sold to the Immigration Department by the Agent under the same terms and conditions of the Original Contract.

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- 10.2. The Customer shall be responsible for the cost of transportation of equipment and consumables from the airport to the central site in Freetown.
- 10.3. Additionally, as per Original Contract third party and De La Rue software is supplied subject to the respective licences (copies of which it is acknowledged have been provided separately).

CLAUSE 11

- 11.1 In the event of any breach of any of the terms of this Agreement by the Customer the Agent shall be entitled to terminate this Agreement forthwith.
- 11.2 Any termination of this Agreement shall not prejudice any rights accruing at or before or in connection with such termination or any remedies or proceedings with respect to such rights including proceedings by way of Arbitration under Clause 9 hereof.

CLAUSE 12

- 12.1 The Agent shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 12.2 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 12.3 A person who is not a party to the Contract shall not have any rights under or in connection with it.

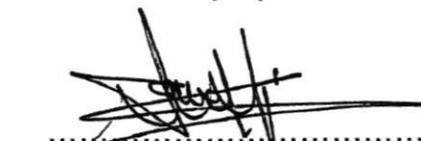
IN WITNESS WHEREOF, the representatives of the parties have hereunto set their respective hands and seals the day and year first above-written.

**FOR AND ON BEHALF OF
GOVERNMENT OF SIERRA LEONE**

**FOR AND ON BEHALF
NETPAGE (SL) LIMITED**



.....
Honourable Joseph B. Dauda
Minister of Internal Affairs

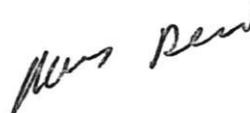


.....
Jamal Shallop
Managing Director

WITNESSED BY:



.....
1. Prince E. O. Cole
Permanent Secretary
Minister of Internal Affairs
C15 Cockerill South
Wilkinson Road
Freetown Sierra Leone



.....
2. Nicholas Deoud
15 Wilkinson Bypass Road
Freetown
Sierra Leone





Schedule 1 The Products

ePassport books for the Government of Sierra Leone to the specification agreed between De La Rue and the Government of Sierra Leone from time to time

Schedule 2 Minimum Quantity

As at the date of this Agreement, indicative production lead times are up to 9 months from an effective contract to delivery and may vary. A more up-to-date delivery lead time will be provided upon enquiry and confirmed upon effective order acceptance.

Minimum Quantity is 35,000 passport books and laminates per Year.

Schedule 3 The Services

Maintenance services for the Government of Sierra Leone ePassport personalisation system supplied by De La Rue including (without limitation) upgrades, servicing, consumables, spares and consultancy in accordance with the scope and terms and conditions agreed in individual orders accepted by De La Rue.

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