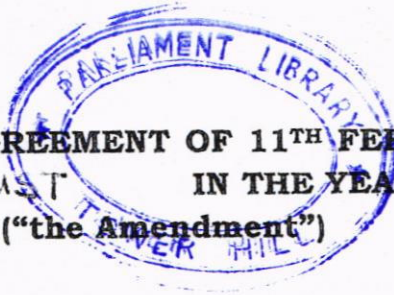


AGR
363



THIS AMENDMENT TO THE AGREEMENT OF 11TH FEBRUARY 2014 IS MADE THIS 3RD DAY OF AUGUST IN THE YEAR OF OUR LORD TWO THOUSAND AND FIFTEEN ("the Amendment")

BETWEEN:

1. **THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE**, ("the Customer"), represented by the Minister of Internal Affairs whose office is at Ministry of Internal Affairs, 14 Gloucester Street, Freetown;

AND

2. **NETPAGE (SL) LIMITED**, represented by Jamal Shallop ("the Agent"), whose registered office is at HS 51 Hill Station, Freetown, Sierra Leone.

(Each a "Party" and together the "Parties").

WHEREAS:

A. The Parties entered into an Agreement dated the 11th day of February 2014 ("the Agreement") whereby the Agent shall supply to the Customer through the Immigration Department **ePassports** manufactured and produced by De La Rue International Limited;

B. By virtue of an Original Contract dated 15th February 2000 between the Customer and De La Rue International Limited and modified by the Contract Change Order: SID 1178/004 dated the 18th day of December 2013 for the migration from machine readable passports to **ePassports**;

C. By virtue of the said Contract Change Order the Agent shall be the local content provider on behalf of De La Rue International Limited for the supply of **ePassports** manufactured, produced and sold to the Customer;

D. According to Clause 5 of the Agreement of 11th February 2014 the initial sale price of the **ePassport** as agreed between the Parties shall be the Leone equivalent of US\$120 per unit of **ePassport** and which rationale was in accordance with the rate of exchange at the time of execution of the Agreement having been the equivalent of Le500,000 or thereabouts, the rate of exchange being then just over Le4,000 to the U.S Dollar.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. That by virtue of the change in the rate of exchange after the execution of the Agreement and in order to maintain the unit cost of the **ePassport** in

RD

1.1



Leones as Le500,000 the Parties hereby amend Clause 5 of the Agreement to read US\$100 instead of US\$120, and this to be reviewed periodically based on the inflation rate in Sierra Leone.

2. That all defined terms used in this Amendment Agreement shall unless the context otherwise requires have the meanings ascribed to them in the Agreement of the 11th of February 2014 as applicable.

3. That the recitals to this Amendment form an integral part hereof and are binding on the Parties hereto.

4. That all other terms and conditions of the Agreement of the 11th of February 2014 not hereby amended shall remain in full force and effect.

5. That this Amendment Agreement shall be governed and construed in accordance with the laws of the Republic of Sierra Leone. Any dispute arising out of or in connection with this Amendment shall be resolved in accordance with Clause 8 of the Agreement.


IN WITNESS WHEREOF the Parties have executed this Amendment to the Agreement by their duly authorised representatives as of the day and year first above written.

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


.....

Honourable Joseph B. Dauda
Minister of Internal Affairs

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


.....

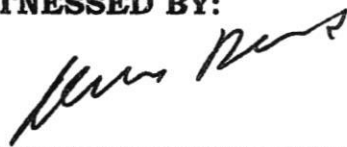
Jamal Shallop
Managing Director

WITNESSED BY:


.....

Augustine Sahr Sheku
Permanent Secretary
c/o Ministry of Internal Affairs
14 Gloucester Street
Freetown, Sierra Leone

WITNESSED BY:


.....

Nicholas Deoud
15 Wilkinson Bypass Road
Freetown
Sierra Leone



