

## FUEL CARD SUPPLY MASTER AGREEMENT

**THIS AGREEMENT** made the 1<sup>st</sup> day of January 2023 **BETWEEN CONEX ENERGY LIBERIA INCORPORATED**, under the laws of the Republic of Liberia with its registered office at Kings Street, Buzzy Quarter in the Montserrado County of the Republic of Liberia (hereinafter referred to as "the Supplier" which expression shall where the context so requires or admits include its successors-in-title and assigns) by its **Managing Director, Mr. AMITABH PRASAD** of the one part **AND**

Name of Company: **LIBERIA REVENUE AUTHORITY (LRA)**

Type of Business: **GOVERNMENT**

With its registered offices at the ELWA Junction, Paynesville, Monrovia, of the Republic of Liberia, by its Deputy Commissioner General for Administrative Affairs, **Mr. Samuel Bennett Jr.** hereinafter referred to as "the Purchaser") of the other part.

### CLAUSE 1: PURPOSE

1.1 The purpose of this Agreement is to define the terms and conditions under which the Supplier shall supply Petroleum Products to the PURCHASER using the Fuel Card as defined in the Terms and Condition in Annex 1.

1.2 DEFINITION

**CONTRACT:** refers to the contract signed by the PURCHASER and CONEX for the supply of CARD (S) at special conditions defined on the reverse side.

**PURCHASER:** means an entity or individual who has signed a contract with CONEX or one who uses the CARD services of CONEX.

**REPRESENTATIVE:** means a person to whom the PURCHASER has given a CONEX card with full powers to use it.

**CARD:** means a CONEX card validated for the PURCHASER and authorizing the purchase of the PRODUCTS mentioned on the CARD with the PURCHASER's agreement. This CARD may under no circumstances be used for obtaining cash.

**PRODUCTS:** means the products and/or services distributed at the CONEX stations and whose purchase is possible upon presentation of the CARD, subject to the limited maximum amounts which the PURCHASER is authorized to buy.

**POINT OF SALE:** stations within Liberia bearing the CONEX colours at which the use of the CARD is authorized, as indicated by a logo.

**PIN CODE:** Four-digit number determined by the PURCHASER or randomly by CONEX.

### CLAUSE 2 : COMMENCEMENT, DURATION, TERMINATION AND SAFETY

2.1. COMMENCEMENT AND DURATION

This Agreement shall commence on the 1<sup>st</sup> January 2023 and shall remain in full force and effect for an initial period of **twelve (12) months** ending on the 31<sup>st</sup> December 2023. Thereafter, the parties may renew the agreement for a further term and under conditions to be agreed upon between the parties herein.

2.2. TERMINATION

a) Notwithstanding clause 2.2 (a) above, either party may terminate this Agreement forthwith where the other party: -

i. ceases to do business in Liberia or enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company);

ii. has a receiver or manager appointed whether under any insolvency laws (including an administrative receiver) or otherwise

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- iii. has a petition presented for an administration order in respect of it under any insolvency laws;
- iv. is deemed to be unable to pay its debts as defined in any insolvency laws.
- v. has a proposal made for a voluntary arrangement under any insolvency laws;
- vi. has a provisional liquidator appointed in terms of any insolvency laws;
- vii. enters into an arrangement for the benefit of its creditors generally.
- viii. is subject to proceedings or other actions in the jurisdiction under which it is formed or created having a similar effect to any of the matters described in clause 2.2 (a) (i) to (vii) or ceases to be in any way under the control of its normal corporate officers;
- ix. has any distress or execution levied on its goods; or
- x. commits a breach of any material term of this Agreement which is either incapable of remedy or which it fails to remedy within twenty-one (21) days following written notice of default served on it by the aggrieved party.

**CLAUSE 3: RETAIL FUEL PRICES**

The PURCHASERS shall lift products at any Retail Station of the Supplier (listed in Annex). The retail prices shall be at DUTY PAID and will be reviewed based on the monthly Price Circular as notified by the Ministry of Commerce.

Period	Diesel- USD/USG	Gasoline USD/USG
MOC Monthly Prices Circular –	5.91	5.13

**CLAUSE 4: FORCE MAJEURE AND DELIVERIES**

- 4.1 either party shall be liable for any loss damage or demurrage owing to any delay or failure in performance because of compliance with any order, request of any Government Authority or any person purporting to act therefore or with any degree of any court of Liberia; or if the supply of the petroleum products or any facility for production, manufacture, storage, transportation, distribution or delivery contemplated by the Supplier is unavailable or affected by war, hostilities, civil commotion, military uprising, strike, lockout, fire, accident, weather conditions and other acts of God; or arising out of any other cause or causes beyond the reasonable control of the Supplier whether such cause be similar or dissimilar to any of the foregoing and the Supplier shall not be obliged to remove such cause or replace the affected source of supply or facility if to do so shall involve additional expense or a departure from the Supplier 's normal practices AND if for any such cause there is or the Supplier is of the reasonable opinion that there may be a shortage of supplies that the Supplier is or may be unable to meet the demands of some or all of its PURCHASERS the Supplier may ration its available supplies in such manner as it deems fit AND the Supplier shall not be required to make up any deliveries or quantities omitted due to any of the foregoing causes PROVIDED that the PURCHASER shall not be liable for failure to order or receive the petroleum products if it is prevented from receiving them in accordance herewith by any of the foregoing causes HOWEVER nothing contained in this Clause shall constitute a waiver on the part of the Supplier of the PURCHASER's obligation to store and/or utilise the Products supplied by the Supplier for the Equipment.

**CLAUSE 5: DISPUTE AND GOVERNING LAW**

- 5.1 In case of dispute or disagreement arising out of this Agreement, the parties hereto hereby undertake to exhaust all means of amicable settlement before resorting to the Liberian Courts of competent jurisdiction.
- 5.2 This Agreement and the Addendum hereto, where applicable, shall be governed by and construed in accordance with the Laws of Liberia.

**CLAUSE 6: COMPLIANCE WITH ANTI CORRUPTION LAWS**

The PURCHASER shall itself comply with, and cause its employees, representatives, and subcontractors to also comply with all Anti-Corruption laws. The PURCHASER, its employees, representatives of subcontractors shall in particular reject bribery and corruption in all forms whether public or private, active or passive.

**CLAUSE 7: PREVENTION OF ILLEGAL LABOUR**

The PURCHASER guarantees that its employees, representatives, and sub-contractors involved in the performance of this Agreement shall be employed and registered in full compliance with the applicable labour legislation in Liberia.

**CLAUSE 8: ASSIGNMENT**

The Supplier reserves the right to assign any or all of its rights or interests and duties or obligations under this Agreement to any third party. The Supplier reserves the right to assign any or all of its rights or interests and duties or obligations under this agreement to any third party, provided the contracted party assumed all liabilities incurred by the third party

The PURCHASER and the Supplier shall not directly or indirectly divest itself of all its obligations under this agreement unless prior written notice of same is given to the Supplier.

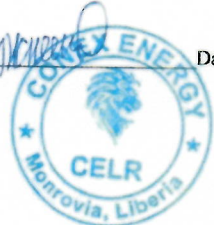
**CLAUSE 9: NOTICES**

Any notice required to be given by one party to the other shall be deemed to have been sufficiently served if hand delivered to the Head Office of the addressee or sent by registered post to the address hereinbefore appearing and any notice so sent by post shall be deemed to have been duly delivered in the normal course of the post.

IN WITNESS WHEREOF the duly authorised representative of the party of the first part AND the duly authorised representative of the party of the second part have hereunto set their respective hands the day and year first above written.

Signed by Mr. AMITABH PRASAD:  
for and on behalf of the within named  
SUPPLIER, CONEX ENERGY LIBERIA

*AP*  Date: 23/07/23



In the presence of: -

Witness

Finance Manager  
Conex Energy Liberia

Signed by: Mr. Samuel Bennett Jr.  
for and on behalf the within named

*Samuel Bennett Jr.* 1/9/2023

Approved by: Hon. Thomas D. Nah  
for and on behalf the within named

*Thomas D. Nah* 1/9/2023

**PURCHASER, LIBERIA REVENUE AUTHORITY**

In the presence of: -

Witness

Name.....

Address.....

*Handwritten initials*

## Annex 1-SALES CONDITIONS FUEL CARD

### DEFINITIONS:

#### ARTICLE 1: PURPOSE

CONEX shall make available to the PURCHASER a purchase CARD system called Fuel Card making it possible to obtain PRODUCTS without needing to make any immediate payment. Thanks to this CARD, the PURCHASER will be able to get supplies at the POINTS OF SALE approved by CONEX and known on the list that shall be communicated to the PURCHASER at the time of delivery of the CARDS.

#### ARTICLE 2: USE OF THE CARD

The use of the Fuel Card:

-Shall be limited to the PURCHASER and/or REPRESENTATIVES subject to the maximum amounts and PRODUCTS authorized and defined in agreement with the PURCHASER.

-May be made at the authorized POINTS OF SALE whose list shall be available upon simple request.

-Shall be limited in time (cf. validity of the contract mentioned on the reverse side).

-Shall be subject to presentation of the CARD to the station's personnel prior to any transaction.

Any transaction effected with the CARD shall give rise to the editing of a ticket by the electronic terminal. The PIN CODE entered by the bearer at the time of each transaction shall serve as a signature testifying to the PURCHASER's acceptance of the transaction.

The records edited on the electronic terminals at the time of each transaction shall constitute irrefutable proof of the amount of the transaction.

#### ARTICLE 3: CHARACTERISTICS OF CARD

Further to the review and acceptance of the CONTRACT, CONEX shall provide the number of CARDS requested by the PURCHASER after printing on each CARD the authorized PRODUCTS, and, unless otherwise specified, the license plate number of the vehicle and/or the name of the bearer.

A PIN CODE shall be attributed to each card and permit the use of the CARD exclusively by the bearer cognizant of this PIN CODE. The PURCHASER must ensure that the CARDS and their PIN CODE(S) are never stored together and must protect the confidentiality of the PIN CODE(S) attributed to him.

An issue unit price for the card shall be billed to the PURCHASER according to the official list of prices in effect on the date of the request for membership. This unit price shall remain identical regardless of the number of cards ordered by the PURCHASER. These prices may be modified at any time without advance notice (a price schedule is available upon simple request).

The CARDS shall be billed to the PURCHASER at regular intervals as per the terms defined on the reverse side.

Each modification requested by the PURCHASER on CARDS can be invoiced at a cost determined by CONEX.

#### ARTICLE 4: PAYMENT

##### 1) Electronic Prepaid Fuel Card

Payments drawn in favour of CONEX or direct transfer to CONEX's account or such account as nominated by CONEX are acceptable modes of pre-payments for the authorized products and services as printed on the CARD and requested by the PURCHASER. The PURCHASER must make sure that the funds deposited in CONEX or such nominated accounts are sufficient, as no card shall be supplied on credit. In case of non-payments (bounced cheques or reversed payments for whatever reason), CONEX shall automatically issue, with no need for a formal notice, a fine invoice and a penalty (which is available upon request) for each day of delay computed on the basis of a monthly rate of the amount of the unpaid bill. This penalty shall be modified at any time, with no need for an advance notice.

#### ARTICLE 5: TERMS OF THE CONTRACT

This contract is entered into for a specific term (cf. the date on the reverse side) and shall be tacitly renewed if neither party cancels it. It shall become effective as of the date of delivery of the CARDS to the PURCHASER. Each party shall have the right to cancel this contract at any time, subject to informing the other party by written notice at least eight days before the effective date of the cancellation.

Since the CARDS shall remain the property of CONEX, the termination of this contract for any reason whatsoever shall automatically require that the PURCHASER return them to CONEX and bar him from using them. If, upon expiry of the CONTRACT, the holder continues or tries to make use of the CARDS, he shall be subject to legal action and to the payment of damages.

#### ARTICLE 6: OBLIGATIONS AND LIABILITY OF THE PURCHASER

All the CARDS shall be entrusted to the PURCHASER personally. Consequently, his personal liability shall remain even if third parties use the CARDS.

The PURCHASER alone shall be liable vis-à-vis CONEX for the payment of any transactions made by means of his cards, even in the event of uses that do not conform to this contract. The PURCHASER shall have the obligation to inform CONEX in writing of any change of particulars (address, telephone numbers, fax, new card options).

**ARTICLE 7: LOSS OR THEFT OF CARD (S)**

In case of loss or theft of one or more CARD (S), the PURCHASER shall be obligated to immediately notify such fact to CONEX by telephone (during the business hours of CONEX), subject to written confirmation to be sent by letter or electronic mail at the head office.

However, the PURCHASER shall remain liable, during the 48 business hours following the notice, for any transactions made by means of the lost or stolen CARD(S). Should the PURCHASER fail to inform CONEX, the PURCHASER shall remain liable, and CONEX shall be released from any liability subsequent to the loss and/or theft of the CARDS?

If a lost or stolen CARD is recovered, the PURCHASER may not use it without making a request to that effect in writing and securing the approval of CONEX.

**ARTICLE 8: CANCELLATION OF CARDS**

Should the PURCHASER breach its contract obligations, CONEX may put an immediate stop to the use of the CARD (S) held by the PURCHASER.

A PURCHASER may ask in writing for the cancellation of one or more CARDS, which he must then return to CONEX.

CONEX may cancel and/or refuse to renew one or more CARDS held by the PURCHASER. Such a decision, which must be notified to the PURCHASER, shall take into account (without limitation) any significant modification of the PURCHASER's financial position, (the absence or inadequacy of the security deposit and/or the bank guarantee), unpaid instalments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

**ARTICLE 9: REVISION OF THE GENERAL AND SPECIFIC CONDITIONS**

CONEX may modify or supplement the terms of this contract in writing at any time. Modification of specific conditions shall also be notified to the PURCHASER in writing. Any withdrawal of PRODUCTS by the PURCHASER after receiving said written document shall mean that the PURCHASER accepts the new clauses of the contract.

**ARTICLE 10: FORCE MAJEURE**

CONEX shall be exempted from liability in cases where failure to perform its obligations is caused by force majeure circumstances, which shall include other than the cases defined by the jurisprudence: wars, riots, events disrupting the supply of the refiners or the conditions of transportation, strikes or lockouts, legislative or regulatory provisions limiting the quantities available on the market or modifying the conditions of delivery or removal.

**ARTICLE 11: JURISDICTION**

Any dispute concerning the interpretation or performance of this contract shall be governed by the laws of the Republic of Liberia and shall be subject to the jurisdiction of the courts of law in Liberia.

The PURCHASER shall be deemed to have accepted these Terms and Conditions once the CARD(S) are issued to the PURCHASER.

**Annex 2-LIST OF CONEX SERVICE STATION –January 1, 2023**

No	Name of Station	Location
1	CONEX 5 <sup>th</sup> Street	5 <sup>th</sup> Sinkor, Monrovia
2	CONEX Bye Pass	Capitol Bye Pass, Monrovia
3	CONEX Wroto Town	Airfield, Sinkor
4	CONEX Tarr Town	Congo town, Monrovia
5	CONEX Congo Town	Old Comium bldg, Congo Town
6	CONEX LBS	Paynesville, across LBS station
7	CONEX Rehab	Rehab Road, ELWA
8	CONEX New Georgia	New Georgia junction, Gardnerville
9	CONEX Waterside	Waterside, Monrovia
10	CONEX Freeport	Bushrod Island, Monrovia
11	CONEX Tweh Farm	Across Duala market
12	CONEX Voa	Brewerville Voa Junction
13	CONEX Old Road	Smythe Road
14	CONEX Caldwell	Caldwell
15	CONEX Jacob Town	Somalia Drive
16	CONEX Omega	Omega community
17	CONEX Duport Road	Duport Road Paynesville

18	CONEX SKD Junction	SKD Junction
19	CONEX 72 Skd Boulevard	72 Skd Boulevard
20	CONEX RIA	Smell-No -Taste Margibi
21	CONEX Buchanan	Buchanan, Grand Bassa County
22	CONEX Tubmanburg	Tubmanburg, Bomi County
23	CONEX Robertsport	Cape mount Cape Mount County -Closed
24	CONEX Kakata	Kakata, Margibi County
25	CONEX Ganta	Ganta, Nimba County
26	CONEX Zorzor	Zorzor, Lofa County -resuming in April 2023
27	CONEX Voinjama	Voinjama, Lofa County
28	CONEX Greenville	Greenville, Sinoe County
29	CONEX Gbarnga	Gbarnga, Bong County
30	CONEX Boy's Town	Boys Town Marshall Junction
31	CONEX Firestone	Harbel , Margibi County
32	CONEX Zwedru	Zwedru resuming in March 2023
33	CONEX CENTER STREET	Benson & Center Streets

### Annex 3-EXTRACT OF THE CODE OF CONDUCT

#### Business Principles:

CONEX is a world-class oil, gas and chemicals group with industrial and commercial operations spanning oil, gas, power generation, renewable energies and chemicals in more than 130 countries. Our growth is based on shared core values.

As possible industrial group, CONEX is committed to supporting efficient and properly managed utilization of our energy sources and products. We take into account the needs of today's consumers and the interest of future generations through an active policy of environmental stewardship that is an integral part of our sustainable development strategy.

We provide regular and transparent reports.

These business principles are our reference point and go hand-in-hand with the objective of continued growth, benefiting shareholders, PURCHASERS, and employees, and contributing to the economic and social development of the countries where we operate.

#### As a general principle, CONEX:

Observes the decisions of the United Nations and the European Union, especially with regard to the choice of where to set up operations.

Is sensitive to the concerns expressed by international, European Union, government and non-governmental organizations in matters concerning our operations.

Observes the rules of free competition.

Rejects bribery and corruption in all forms, whether public or private, active or passive.

CONEX strives to uphold:

- The principles of the universal Declaration of Human Rights.
- The key conventions of the International Labour Organization.
- The OECD Guidelines for Multinational Enterprises.
- The principles of the United Nations Global Compact.

#### Shareholders

CONEX strives to earn the confidence of its shareholders, with the objective of providing them with a profitable investment.

We regularly provide full and transparent information to all shareholders and are attentive to their concerns, especially through the Shareholders Advisory Committee,

We comply strictly with applicable stock exchange regulations and report our activities accurately in our financial statement.

#### PURCHASERS:

CONEX provides PURCHASERS with quality products and services, strives at all times to offer them the best performance at competitive prices for their particular requirements.

We are attentive to our PURCHASER's needs, continuously monitoring, assessing and improving our products, services, technology and procedures to deliver quality, safety and innovation at every stage of the development, production and distribution process.

Employees:

CONEX has confidence in the loyalty, motivation, competence and sense of responsibility of its employees.

We expect them to adhere to the highest standards of integrity and avoid any conflict of interest.

We pay particular attention to our employees' working conditions, respecting individuals, avoiding discrimination and protecting their health and safety.

We include our employees in our development by encouraging the distribution of information, dialogue and consultation.

We respect their personal lives.

We recruit personnel solely on the basis of our requirements and the specific capabilities of individual applicants.

We develop their professional skills and careers without discrimination regarding race, gender, or affiliation with a political, religious, or union organization or minority group.

All employees have an individual performance appraisal with management once a year, at which objectives are set, performance assessed and career development discussed. Career development is facilitated by appropriate training.

Suppliers:

CONEX is careful to respect each party's interests, with transparent and fairly negotiated contract terms.

We expect our suppliers to adhere to principles equivalent to those in our code of conduct.

Business Partners

CONEX applies its business Principles and Rules of Individual Behaviour whenever it leads or operates a joint venture. When we do not lead or operate a venture, we require the leader or operator to apply principles that are compatible with our Business Principles and Rules of Individual Behaviour.

Host Countries

In conducting its businesses, CONEX respects the natural environment and the cultural values of host countries.

However, we reserve the right to express to governments our position concerning our operations, employees and Shareholders and our belief in the importance of respecting human rights.

Through our operations, we contribute to the social and economic development in countries where we operate particularly local communities.

We comply with all applicable laws and regulations, especially concerning the environment, competition and employment.

CONEX rejects all forms of bribery and corruption. In particular, CONEX will not resort to bribery or corruption "in order to obtain or retain business or other improper advantage in the conduct of international business" as outlined in the OECD Convention on combating Bribery of Foreign Public Officials in International Business Transactions.

**Annex 4-Anti-corruption undertakings**

**PREVENTION OF CORRUPTION**

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Agreement and any other anti-corruption laws otherwise applicable to the Parties or their ultimate parent company,

1 - The PURCHASER, in respect of the Agreement and the matters that are the subject of the Agreement, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any Person, where such payment, gift, promise or advantage would be for purposes of:

(i) influencing any act or decision of such Person.

(ii) inducing such Person to do or omit to do any act in violation of his or her lawful duties;

(iii) securing any improper advantage; or

(iv) inducing such Person to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2 - The PURCHASER, in respect of the Agreement and the matters that are the subject of the Agreement, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper

advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the Agreement.

3 - All financial settlements, billings and reports rendered by CONEX shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Agreement. The PURCHASER also shall maintain adequate internal controls to ensure that all payments made in performance of the Agreement are authorized and in compliance with the Agreement. The Supplier reserves the right to perform itself or through a duly authorized representative, audits at the PURCHASER's premises of all payments made to the Supplier for Services performed under the Agreement. The PURCHASER agrees to cooperate fully in any such audit, including by making the relevant books and records available to the Supplier or its duly authorized representative.

5 - All payments by the PURCHASER to the Supplier shall be made in accordance with the terms of payment specified in article "Price and payment terms" of the Agreement. The payment indications notified in the Supplier's invoices shall be deemed to constitute a representation and warranty by the Supplier that the bank account so notified is owned solely by the Supplier and that no person other than the Supplier has any ownership of or interest in such account.

6 - The PURCHASER represents and warrants that no Public Official or Close family member of a Public Official owns or possesses, directly or indirectly, shares or any other beneficial interest in the PURCHASER (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the PURCHASER, except for any ownership, interest or position that the PURCHASER has disclosed to the Supplier in writing. The foregoing representation and warranty will continue so long as this Agreement remains in effect. The PURCHASER agrees to notify the Supplier promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a Public Official or Close family member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in the PURCHASER, or is or becomes a director, officer or agent of the PURCHASER, the PURCHASER shall take appropriate steps to ensure that such Public Official or Close family member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the Agreement prohibiting conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in this Attachment.

7 - Without prejudice to any other rights or remedies, the Supplier otherwise may have hereunder or at law, including but not limited to damages for breach of the Agreement, if any of the undertakings or requirements of this Attachment have not been complied with or fulfilled by the PURCHASER in any material respect, the Supplier shall have the right:

(i) to suspend and/or terminate the Agreement for PURCHASER's default with immediate effect pursuant to article "Termination without Prior Notice and without Notice to Cure the Breach".

Read and Accepted on \_\_\_\_\_ 2023, in the City of Monrovia, Liberia.

Name: \_\_\_\_\_ Signature \_\_\_\_\_



**Information request (basic Due Diligence)**

Name of the Client: \_\_\_\_\_

**INFORMATION REQUEST**  
**(to be answered by the Proposed Client)**

**For any questions regarding this Information Request, please contact:**

\_\_\_\_\_

**1 Full name and address of the responding company (which sometimes is referred to in the questions that follow as "your company"):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**2 Year established:** \_\_\_\_\_

**3 Registration: please, provide a copy of your company's registration form.**

**4 Type of organization (sole proprietorship, partnership, corporation, etc.) and place of organization and/or registration:**

\_\_\_\_\_

**5 Describe or provide copies of the policies, procedures, and other actions that your company has adopted and implemented to prevent bribery and other forms of corruption, in particular the bribery of Public Officials.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6 Has your company or any officers, directors or owners of your company been a target of a criminal or civil investigation or proceeding during the past five years involving allegations relating to bribery, to misleading record keeping or to financial control deficiencies?**

**ANSWER:** Yes \_\_\_ No \_\_\_

If "Yes", please describe the allegations that were made, how the allegations were resolved or, if not resolved, the status of the investigation or proceeding (attach additional pages as needed).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7 Are any of the following individuals a Public Official or a Close Family Member of a Public Official (as defined hereafter):**

- Any director, officer or direct or indirect owner (if the shares of your company are traded on a stock exchange, you need to identify only shareholders having more than a 5% equity interest of your company)?

**ANSWER:** Yes \_\_\_ No \_\_\_

- Any agent of or consultant to your company in *insert name of the relevant country*?

ANSWER: Yes \_\_\_ No \_\_\_

- Any close relative (a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member) of any owner, officer or director of your company or of any agent or consultant to your company?

ANSWER: Yes \_\_\_ No \_\_\_

If "Yes", please identify all such individuals, their position and the corresponding government, agencies, organizations, or political parties.

Name	Position in / Relationship to Your Company	Position in Government / Agency / Organization / Political Party

**Definitions:**

"Public Official" means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

"Close Family Member of a Public Official" means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

**8 Notice of Disclosure:**

The information disclosed herein is collected by CONEX considering its potential business relationship with your company. Any failure to provide complete answers to all the questions could delay or exclude your company from this process. Further, the provision of incorrect or misleading information may prevent our establishing a business relationship with your firm.

CONEX will use such information and may share it with other Affiliates (as defined hereafter) and their co-venturers, as well as their concerned Affiliates and/or designated anti-corruption consultants or experts, in order to identify any possible exposure under any applicable anti-bribery laws.

CONEX, as well as any Affiliate, receiving and processing this information is expected to do so for the purpose described here-above and they will protect such data consistently with applicable policies and laws. In consideration thereof, any person referred to in such data has the right to access and/or have rectified any incorrect information related to him/her by addressing the request to \_\_\_\_\_

By signing this document, the undersigned, being duly authorized to respond to this questionnaire:

- a) declares that he has, or has obtained from the relevant person, the proper authority and right to disclose such information.
- b) consents to the processing of such information for the purpose described in this notice;
- c) acknowledges that the processing of such information may be conducted by a third party on behalf of CONEX or may occur in another country than the country of disclosure.
- d) represents that the information provided in this document is correct and complete as of the date of disclosure.
- e) understands that CONEX, its Affiliates and their co-venturers, as well as their concerned Affiliates, will be relying upon responses to this questionnaire and therefore will be sharing such information between and among each other in deciding whether or not to enter into a contractual arrangement and consents to such sharing (as well as with designated anti-corruption consultants or experts).

For the purpose of this Notice of Disclosure, "Affiliate(s)" means in relation to any company, at any time, any other entity:

- a) in which such company directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote; or
- b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such company; or
- c) of which an entity as mentioned in b) here-above controls directly or indirectly more than fifty per cent (50%) of the registered capital or rights to vote; or
- d) in which such company (or other legal entity) or any of its Affiliates, as defined under paragraphs (a) or (b) or (c) above, owns or controls, directly or indirectly, less than fifty percent (50%) of the outstanding stock carrying the right to vote or appoint directors at a general meeting of such company (or other legal entity) but in which said company or any of its Affiliates exercise a real supervision relating to the operations or the direction of such company (or other legal entity).

9 Certification

The undersigned, being a duly authorized representative, hereby certifies as follows:  
All the information set forth in this questionnaire is correct and complete.

I understand that -----will be relying upon the above information I have provided in deciding whether to enter into a contractual arrangement with my company.

I represent and agree that I or my company and its personnel have not and will not offer, pay or give anything of value to a Public Official or to any private person with a corrupt intent, in connection with any business between my company and *CONEX LIBERIA INC.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

Position: \_\_\_\_\_

*[Handwritten initials]*