
CONTRACT

For

TOTALCARD Account

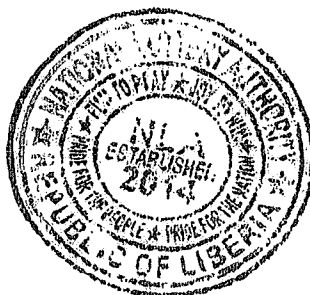
BETWEEN

TOTAL LIBERIA INCORPORATED

AND

NATIONAL LOTTERY AUTHORITY (NLA)

DATED the of JULY 1, 2021 Day of December 31 2021



PARTIES

TOTAL LIBERIA LIMITED, a company registered under the laws of the Republic of LIBERIA and having its registered office at King Street Buzzy Quarter N Drive Monrovia, Liberia herein referred to as the "**Supplier**" being represented by its Managing Director, Mr. Aseem singh

And

The NATIONAL LOTTERY AUTHORITY OF Liberia, a company registered under the laws of the Republic of LIBERIA and having its registered office is in the Republic of LIBERIA, herein referred to as the "**Client**" being represented by its Director General (DG), Hon. Reginald K. Nagbe

DEFINITIONS:

1. **CONTRACT:** refers to the contract signed by the Clients and Total LIBERIA INCOPORATED (hereinafter called "**the Company**") for the supply of CARD(S)
2. **CLIENT:** means a corporate entity or individual who has signed a contract with the Company.
3. **REPRESENTATIVE:** means a person to whom the CLIENT has given the CARD(S) with full powers to use it.
: includes either the Vehicle Card, which bears the registration number of the motor vehicle, which is imprinted on the face of the card and is in Relation to specified Products and Services; or that card which does not Bear the registration number of any motor vehicle but bears the name of the card holder.
4. **CARDHOLDER:** either the Client or the Representative.
5. **CARD:** means a TOTALCARD validated for the Cardholder and authorising the purchase of the Products and Services mentioned on the reverse side of the Card with the CLIENT'S agreement. The Cards are Prepaid (Electronic Purse). The Card may under no circumstances be used for obtaining cash.
6. **CARD NUMBER:** ----- digit numbers imprinted at back of the Card.
7. **CARD FEE:** A fee charged toward the cost of producing the card or any other fee for services rendered to the customer to access other card services.
8. **PRODUCTS AND SERVICES:** means the Petroleum products and/or services distributed at the Company stations and whose purchase is possible upon presentation of the Card, subject to the limited maximum amounts which the Client is authorised to buy.
9. **POINT OF SALE:** Designated Service Station bearing the colours of either Total LIBERIA Ltd or any other at which the use of the Card is authorised, as indicated by a logo.
10. **CONFIDENTIAL CODE:** Four-digit number that is determined by the client or randomly by Company.
11. **ELECTRONIC PURSE:** Card functioning in the prepayment mode.
12. **RECEIPT:** Sales Voucher produced by the electronic terminal at the Point of Sale, on conclusion of the transaction.
13. **ELECTRONIC TERMINAL:** equipment supplied by the Company at the Point of Sale to issue a receipt.
14. **APPLICATION:** means a signed request on a prescribed form for the issue of a card.
15. **ACCOUNT:** means a record maintained by the Company in relation to card usage and transactions.

16. **DURATION:** The contract shall be for the duration of the Agreement is limited to six (6) Months commencing from July 1, 2021, and ends on December 31, 2021. The duration of the contract may be extended for another period if no party formally raise reservation.
17. The **purchaser utilizing section 48** of the 2010 Public procurement and Concession Law, received submission, and evaluated same pursuant to section 62 of said act; and wish to award the Supplier a contract for the supply of petroleum products to the purchaser.
18. The **supplier has accepted** the offer, engagement and warrants that it has the wherewithal to supply the needed Petroleum products to the purchaser during the fiscal period mentioned herein.

GENERAL CONDITIONS

ARTICLE 1: PURPOSE

The Company shall make available to the Client a fuel purchase Card system called Total card. The Cardholder will be able to get supplies at the Points of Sale approved by the Company and shown on the list, which shall be communicated, to the Client at the time of delivery of the Cards. If necessary, this list shall give rise to an update that shall also be communicated to him upon request.

ARTICLE 2: USE OF THE CARD

The use of the Total card:

- Shall be limited to the Cardholder subject to the maximum amounts and Products and Services authorised and defined in the agreement with the Client on the Card.
- Shall be at the authorised Points of Sale whose list will have been availed to the Client as per Article 1 above.
- Shall be limited in time (cf. validity of the contract mentioned on the reverse side of the Card).
- Shall be subject to presentation of the Card(s) to the station's personnel prior to any transaction.
- Any transaction effected with the Card(s) shall give rise to the editing of a receipt by the electronic terminal.
- The Confidential Code entered by the bearer at the time of each transaction shall serve as a signature testifying to the client's acceptance of the transaction.
- It is expressly stipulated that the purchase of fuel shall be exclusively limited to the immediate filling of the vehicle's tank and any other use as prescribed by the Client; any removal by other means is excluded.
- The records edited on the electronic terminals at the time of each transaction shall constitute conclusive proof of the amount of the transaction.
- It is specifically prohibited, with the consequence of summary termination of this contract, to re-sell or return for cash refund the products or services obtained with the Card(s).

ARTICLE 3: CHARACTERISTICS OF THE CARD

- Further to the review and acceptance of the Contract, the Company shall provide the number of Cards requested by the Client after printing on each Card the authorised Products and Services, and, unless otherwise specified, the Registration Number of the vehicle or the name of the bearer.
- A Confidential Code (inputted by the Client or randomly computer generated on request) shall be attributed to each card and permits the use of the Cards exclusively by the bearer cognisant of this Confidential Code. The Client must ensure that the Cards and their Confidential Code(s) are never stored together and must protect the confidentiality of the Confidential Code(s) attributed to him.
- A Card fee shall be billed to the Client according to the official list of prices in effect on the date of the request for membership. It shall remain identical regardless of the number of cards ordered by the Client. The prices may be modified at any time without advance notice (a price schedule is available upon request).

ARTICLE 4: TERM OF THE CONTRACT

- This contract is entered into for a specific term (as in 16 above). It shall become effective as of the date of delivery of the cards to the client. 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. However, such cancellation shall be without prejudice to the rights and privileges of the parties, that accrued before the cancellation of the part

- Since the Cards shall remain the property of the Company, the termination of this contract for any reason whatsoever shall automatically require that the Client return them to the Company 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 criminal proceedings and to the payment of all ensuing costs and damages.

ARTICLE 5: OBLIGATIONS AND LIABILITY OF THE CLIENT

All the cards shall be entrusted to the Client personally. Consequently, their public liability shall be involved even if the cards are used by third parties.

The Client alone shall be liable vis-à-vis the Company 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 Client shall have the obligation to inform the Company in writing of any change of particulars (address, telephone numbers, and fax).

The limits of the number of daily transactions authorised, of the daily and monthly amount of the transactions, considering the payment deadline agreed to, are defined on the reverse side.

ARTICLE 6: LOSS OR THEFT OF THE CARD(S)

In case of loss or theft of one or more Card(s), the client shall be obligated to immediately notify such fact to the Company by telephone (during the business hours of the Company) or by fax, subject to written confirmation, by the Client, within 48 hours.

However, the client shall remain liable, during the 72 business hours following the notice, for any transactions made by means of the lost or stolen Card(s)

If a lost or stolen Card is found, the Client may not use it without making a request to that effect in writing and securing the approval of the Company.

ARTICLE 7: CANCELLATION OF THE CARDS

Should the Client breach its contract obligations, the Company may put an immediate stop to the use of the Card(s) held by the Client.

- A Client may ask in writing for the cancellation of one or more Cards, which he must then return to the Company. The Client will remain liable for charges (including fees) made up to the date of termination.
- The Company may cancel and/or refuse to renew one or more Cards held by the Client. Such a decision, which must be notified to the Client and substantiated in writing, shall consider (without limitation) any significant modification of the Client's financial position, the absence or inadequacy of the security deposit and/or the bank guarantee, unpaid instalments, abnormal removals, supplies more than the maximum amounts authorised, etc.

ARTICLE 8, PAYMENTS & PRODUCTS DELIVERY

All payment for products shall be made in advance in cash, check or bank transfers to the Supplier or supplier's bank account.

The Supplier shall supply/delivery to its point of sales (service Stations/outlets) from which the purchaser shall receive all products.

ARTICLE 9: REVISION OF THE GENERAL CONDITIONS

The Company may modify or supplement the terms of this contract in writing at any time.

ARTICLE 10: FORCE MAJEURE

Any act that is likened to a force majeure shall exempt the parties hereto from liability. For the purposes of this agreement, force majeure shall mean any circumstances which are beyond the reasonable control of the party claiming an event of force majeure, including but not limited to war (whether declared or not), revolution, evasion, insurrection, riot, civil commotion, mob violence, sabotage, explosion, blockage, embargo, boycott, casualties and disasters, the exercise

of flight, fire, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, plant shutdown, strike, lockout or labour dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the a foregoing laws, regulations, or measures and restrictions or embargoes on imports or exports.

ARTICLE 11: PRIVACY AND APPLICABLE LAW

- The Card may not be used by the Cardholder in contravention of any Rule of Law in force, or to aid and abet the commission of any such contravention.
- The card may only be used within the Republic of LIBERIA.
- This Agreement and all matters arising out of the issue or use of the CARD are subject to the Laws of the Republic of LIBERIA.

ARTICLE 12: ANTI-CORRUPTION CONTRACTUAL CLAUSE

Anti-corruption undertakings

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 contract [*applicable laws*] and any other anti-corruption laws otherwise applicable to the Parties [*or the Participants – in cases Total is acting as the Operator of an unincorporated joint venture*] or their ultimate parent company,

8.1 - Representative, in respect of the contract and the matters that are the subject of the contract, warrants that neither it, nor one of its associates, or one of its personnel, has made or offered and will make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any Public Official (i.e. any individual holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization, an official of a public party or candidate for public office), where such payment, gift, promise or advantage would be for purposes of:

- (i) Influencing any act or decision of such Public Official.
- (ii) Inducing such Public Official 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 Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

8.2 - Representative, in respect of the contract and the matters that are the subject of the contract, warrants that it has not made or offered and will not make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) where 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 something or refrain from doing something that would violate the laws applicable to the activities under the contract.

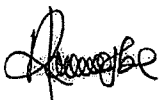
8.3 - All financial settlements, billings and reports rendered to the company shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the contract. Representative also shall maintain adequate internal controls to ensure that all payments made in performance of the contract are authorized and in compliance with the contract. Company reserves the right to perform itself or through a duly authorized representative, audits at Representative's premises

of all payments made by or on behalf of Representative for [work/services] performed under the contract. Representative agrees to cooperate fully in any such audit, including by making its books and records available to company or its duly authorized representative and by answering any questions that company may have relating to the Representative's performance Under this contract.

8.4 – Representative 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 Representative (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 Representative, except for any ownership, interest or position that Representative has disclosed to Company in writing. The foregoing representation and warranty will continue so long as this contract remains in effect. Representative agrees to notify Company 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 a Close Family Member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in Representative, or is or becomes a director, officer or agent of Representative, Representative 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 of [name of the host country] prohibiting conflicts of interest on the part of Public Officials [including but not limited to law...— reference to any local specific regulations to prevent conflicts of interests of public officials] and complies with the anti-corruption provisions described in sub-articles 9.1 and 9.2 above.

8.5—Without prejudice to any other rights or remedies Company otherwise may have hereunder or at law, including but not limited to damages for breach of the contract, if any of the undertakings or requirements of this Article have not been complied with or fulfilled by Representative in any material respect, Company shall have the right:

- (i) to suspend services offered to the Client, and/or
- (ii) To suspend and/or terminate the contract for Client's default with immediate effect.



10/20/2021

AS WITNESS this Agreement has been duly executed by duly authorized representatives of the parties hereto the day and year first above written.