



K-POLYGONE SAS

"THE INVESTOR OR THE REPRESENTATIVE"

AND

REPUBLIC OF SOUTH SUDAN



"THE CONTRACTING AUTHORITY"

***INVESTMENT AGREEMENT ON DRY PORTS:
(NIMULE BORDER, RENK BORDER, AWEIL
BORDER, ABEI BORDER AND DJIBOUTI THROUGH
ETHIOPIAN BORDER) AN THE IMPLEMENTATION
OF THE TRADE FACILITATION PORTAL***

A.M.C.

CK

[Signature]

Am

This agreement, with Code "KPM-MTI-SSD 01" is made and entered on December 18, 2020.

BY AND BETWEEN:

K-POLYGONE SAS Corporation established under the laws of France and bearing, Registration RCS n° 827587130 and, having its registered office at 68 Rue du Faubourg Saint-Honoré, 75008 Paris, France.

Hereinafter called the "**Investor or Representative**"

AND

THE REPUBLIC OF THE SOUTH SUDAN OFFICIALS representing by the Ministry of Trade & Industry, Ministry of investment and Ministry of Finance & Planning (National Revenue Authority) And witness by Hon. Minister of Trade & Industry, South Sudan-Juba.

Herein after referred to as the "**Contracting Authority**".

Both the "**Contracting Authority**" and the "**Representative**" are herein referred to individually as a "**Party**" and jointly referred to as "**The Parties**"

RECITALS

The Representative plans to finance the implementation of its ECTN Platform and some projects of South Sudan Government interest to operate and maintain a custom clearing process in South Sudan through its subsidiary K-POLYGONE SSD Limited by operating its Trade Facilitation Platform especially the **Electronic Cargo Tracking Note (ECTN)** in partnership with the Government of the Republic of South Sudan. The Electronic Cargo Tracking System is a new business concept introduced in the Republic of South Sudan, entails the digital control, supervision and management of import and export traffic.

The Representative wishes to undertake a Public Private Partnership (PPP) venture with the South Sudan via its subsidiary "K-POLYGONE SSD Limited", corporation established Under the laws of South Sudan and bearing, Certificate of Incorporation Reg. No. 36,412 and, having its registered office at Juba South, as agent for the Contracting Authority, in providing detailed and experienced representation for the issuance of Electronic Cargo Tracking Notes, to the provider of cargo, here after nominated as the Company. The Contracting Authority wishes to contract the services of the «Representative» in that regard, pursuant to the terms and conditions set forth herein.

In consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises contained in the present document, intended to be legally bounding, the Parties hereby agree to the following:

- vi Where this Agreement states that a party "shall", "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement;
- vii The words "day", "month" and "year" shall be construed as being a calendar day, calendar month or calendar year, respectively; and
- viii All references herein to time are to the time in the Republic of South Sudan.

1. A requirement that a payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next following Business Day.
2. The captions in this Agreement are for convenience only and shall not be considered as part of or affect the construction or interpretation of any provision of This Agreement.
3. References to any Law shall include all rules and regulations promulgated thereunder, and shall be construed as a reference to the same as it may have been, or may from time to time, be amended, modified or reenacted;
4. References to this Agreement and any other agreements and documents shall be deemed to include all subsequent amendments or other modifications hereto or thereto.
5. References to any Person shall be construed as a reference to such Person's successors and permitted assigns.
6. In the event of any conflict between (i) the requirements of Good Industry Practices or any Laws, on the one hand ; and (ii) any requirement of this Agreement, on the other hand, the Representative shall comply with the more stringent requirements ;
7. In the event of any conflict between the body of this Agreement and any of the Schedules hereto, the relevant provisions shall be construed as complementary rather than conflicting wherever possible, but, if a complementary construction is not possible, then the terms and provisions of the body of this Agreement shall take precedence over the Schedules; intentionally left blank
8. Wherever the provisions of this Agreement require, provide for or permit an approval, agreement or consent by either Party of or to any action, person, document, or other matter contemplated by this Agreement, except as otherwise expressly provided, such approval, agreement or consent shall not be unreasonably or arbitrarily withheld or delayed, and if withheld or delayed, shall be accompanied by a reasonably detailed statement of such Party's objections; provided that if no Time period is specified for such approval, agreement or consent, the period therefor shall be [thirty]30 days,

Wherever the provisions of this Agreement require, provide for or permit notice to be given, "notice" shall mean five (5) Business days written notification unless otherwise specified herein

IT IS HEREBY AGREED 1. INTERPRETATION

1. SCOPE OF WORK

1.1 The main Object of this agreement the Republic of South Sudan to meet international standards of trade facilitation has appointed K-POLYGONE, who accepts, to become its Representative covering Global maritime Ports (Europe, Americas, Africa, Middle East and Asia) towards publics or private companies for the for the implementation of trade facilitation and custom clearing processes of goods process through the issuance of Electronic Cargo Tracking Certificate (ECTN).

1.2 In this context, the "Representative" role will be to ensure, on behalf of the "Contracting Authority", the application of the provisions established by the Electronic Cargo Tracking Schedule in the Republic of South Sudan namely by:

AL

A m l

OK

[Signature]

Am

1.3 Providing the "Contracting Authority" with monthly statistical data on its international imports and exports for monitoring and improvements.

1.4 The main objective is to enhance, facilitate and improve the customs processes and clearing, increase security level by using validated data information and producing standard documentation (ECTN) for each shipment.

1.5 In this regard, the "Representative" role is to ensure, on behalf of the "Contracting Authority", that ECTN is established for all cargo entering or leaving the Republic of South Sudan as follows:

1.6 Controlling and validating on-line on the K-POLY-GONE SSD Limited Trade Facilitation Platform, the establishment, for each bill of lading, a unique ECTN.

1.7 Contribute; upon request by the "Contracting Authority", to the resolution of transport disputes to ensure their settlement, the responsibility of the "Representative" is linked to: 1 - the usage of the platform, 2 - The payment of the related fees, 3 - The control of the K-POLY-GONE SSD Limited Trade Facilitation Platform issued documents. While the "Representative" is willing to assist in contributing to the performance of items outside of the 3 items listed, above, they however remain the primary responsibility of the "Contracting Authority".

1.8 The "Contracting Authority" is the exclusive beneficiary owner of the Trade Facilitation Platform services which will be programmed for the Republic of South Sudan and operated via K-POLY-GONE SSD Limited: Access to the platform is highly controlled. Each user of the system will be provided with an access limited to his/her needs.

1.9 The Government of the Republic of South Sudan and all relevant authorities shall be given full and transparent access to all financial and operational transactions.

1.10 The designated Government institutions of the Republic of South Sudan shall be provided each month (by the 10th day of each month) with statistics showing information including all shipments until the end of the previous month. The details in the report need to be agreed at the latest one (1) month before the implementation of the Trade Facilitation Platform. The "Representative" will actively support the design of the document as soon as this agreement is executed.

2. UNDERTAKINGS OF THE INVESTMENT

2.1 The Total Investment will be provided through direct payments to the suppliers on each project according to plans and milestone on each project. The total amount of K-POLY-GONE SAS will be determined by the feasibility studies of projects taken into consideration with an initial amount of US Dollars of Thirty Five Million (35 million United States Dollars only)

2.1.1. INVESTMENT DESCRIPTION

2.1.2 TRADE FACILITATION PLATFORM

Trade Facilitation System through Issuance of Electronic Cargo Tracking Certificate covering the Republic of South Soudan and providing ten (10) X-Ray scanners, fixed or mobile, implementing the scanners and maintaining them for the duration of the contract.

AL
A.M.C.

CK

Am

Am

24. NO PARTNERSHIP


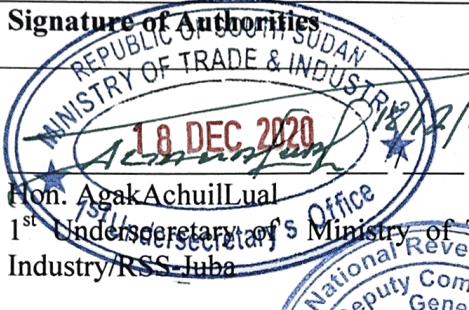




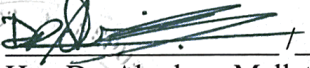
Nothing in this agreement is intended to or shall be construed as establishing or implying a partnership of any kind between the parties, except for the implementation and limited to the scope this agreement.

25. GOVERNING LAW AND JURISDICTION


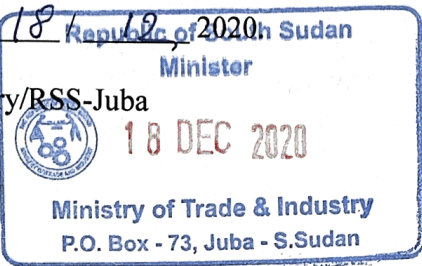
25.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of South Sudan.

25.2 The parties irrevocably agree that the courts of South Sudan shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter (including non-contractual disputes or claims). If not settled amicably, shall be settled by arbitration conducted in the English Language by three arbitrators in accordance with the Contracts laws and Arbitration Rules. Unless otherwise specified in the Conditions or otherwise agreed between the parties such arbitration shall be conducted in the City of Juba, Republic of South Sudan.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

Signature of Authorities	Signature of Investor or representative.
  <p>Hon. Agak Achuil Lual 1st Undersecretary of Ministry of Trade & Industry/RSS-Juba</p>	 <p>18 / 12 / 2020 Chairman & CEO K-POLYGONE Mr. Césaire KAKPO</p>
  <p>Hon. Africano Mande Gedima Deputy Commissioner General, National Revenue Authority</p>	
 <p>Hon Dr. Abraham Mallet Mamer (PhD) Secretary General & Acting Undersecretary of Ministry of Investment/RSS-Juba</p>	

Hon. Kuol Athian Mawien
In present of: Minister of Trade & Industry/RSS-Juba

AL

A.M.C

Am