

**CONFIDENTIAL**

**AGREEMENT: PROVISION OF SECURITY SERVICES**

**THE TRANSITIONAL FEDERAL GOVERNMENT, REPUBLIC OF SOMALIA**  
Herein represented by His Excellency Sheikh Sharif Sheikh Ahmed, President of Somalia,  
Republic of Somalia  
(The "State")

**AND**

**SARACEN INTERNATIONAL s.a.l**

**(OFFSHORE)**

**REGISTRATION NO.: 180 4078**

**REGISTERED IN LEBANON**

**Address: Saida-Lebanon Fakher Dine Street, 4<sup>th</sup> Floor, Office 402**

**Herein represented by Mr. Lafras Luitingh**  
**in his capacity as Chief Operations Officer**  
**(the "Company")**

**WHEREAS** the State and the Company have agreed that the Company will provide security services;

**AND WHEREAS** the parties wish to summarize their administrative responsibilities in terms of the agreement.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS & INTERPRETATION**

As used in this agreement, the following terms shall have the meaning shown below.

**Affiliate** means a legal entity which Controls, or is Controlled by, or which is Controlled by an entity which Controls, a party. "Control" means the ownership directly or indirectly of fifty (50) percent or more of the voting rights in a legal entity. "Controls", "Controlled by" and other derivatives shall be construed accordingly.

**Company** means Saracen International s.a.l.

**Effective Date** means \_\_\_\_\_.

**Force Majeure** means any event or circumstance that (i) prevents or significantly impairs the ability of the affected party to perform its obligations under this agreement other than the obligation to pay any amounts due, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the negligence or willful misconduct of the affected party, and (iv) cannot be avoided by the affected party by the exercise of due diligence. Subject to the satisfaction of the conditions set forth in sections (i) through (iv) above, Force Majeure shall include: (a) riots, coup d'etat, political unrest, community actions, terrorist actions, national emergency, war, act of foreign enemies or powers, hostilities (whether war be declared or not), acts of terrorism, civil war, revolution, insurrection of military or usurped power, pirates; (b) acts of God, including earthquake, tidal wave, epidemic, flood, fire, explosion and/or other natural physical disaster; (c) strikes, picketing and industrial disputes of personnel; (d) act or failure to act of any Governmental Authority (whether legal or illegal), inside or outside of Somalia; and (e) maritime or aviation disasters. **Governmental Authority** means, with respect to any party or property, any national, state, provincial, county, department, city, or other

political subdivision (including any court, agency, department, commission, board, bureau, or instrumentality of any of them) which (i) has legal authority over such party or property in respect of any activity to be undertaken pursuant to this agreement or (ii) is otherwise legally entitled to issue any authorization, consent, order, approval, resolution, license, exemption or permission with respect to such party or property legally required for the performance of any activity to be undertaken pursuant to this agreement.

**State** means the Republic of Somalia.

## **2. RESPONSIBILITY OF THE COMPANY**

The Company shall:

- 2.1 Provide a command, administration and training team ("CATT"), to train the State's police and security forces.
- 2.2 Ensure that all company personnel, including CATT, utilize a State Identity Card to be identifiable.
- 2.3 The training which Company shall offer company includes the following:
  - 2.3.1 anti-terrorist training program to train the State's police and security forces in providing anti-terrorist protection services.
  - 2.3.2 armed body guard, chauffeur and guard training program to train the State's police and security forces in providing armed body guard, chauffeur and guard services.
  - 2.3.3 concierge and reception security, alarm and emergency response, badging and identification services, control centers and closed circuit television operations, x-ray, magnetometer, metal detector and wand device operation and fingerprinting services training program.
  - 2.3.4 executive protection services training program.
  - 2.3.5 fire safety director, officer and guard training.
  - 2.3.6 first aid and CPR-certified officer training program.

- 2.3.7 Create and implement security guard, security inspection, security patrol and K-9 patrol training program
- 2.3.8 a VIP protection, special event security, aviation and maritime security and mailroom security services training program.
- 2.3.9 an international protection training program to train the State's police and security forces in providing international protection services.
- 2.3.10 a vulnerability assessment, security plan development, perimeter protection, recruiting and providing cleared personnel, access control and physical security training program.
- 2.3.11 an escort and patrol (vehicular and on foot) services and security vehicle procurement training program.
- 2.3.12 a security compliance audits and security consultations and risk assessment training program.
- 2.3.13 a technology security solutions, surveillance and counter-surveillance and electronic counter-measures training program.
- 2.4 The State and Company shall agree from time to time on which training programs Company with furnish the State under the terms of this agreement.

3. **RESPONSIBILITIES OF THE STATE:**

The State shall:

- 3.1 Register the approved personnel of the Company as Special Constables;
- 3.2 Issue badges, symbols of authority or other appropriate identification to such personnel;
- 3.3 Grant to the approved personnel of the Company licenses to carry arms;
- 3.4 Ensure that its Police and Security forces cooperate with the Company's personnel;

- 3.5 Appoint a planning team to, liase with the Company's personnel;
  - 3.6 Notify the relevant State Departments that import of equipment will be free from duties. However, other services that might be levied by ports etc cannot be waived.;
  - 3.7 Furnish multiple entry visas to approved company personnel;
  - 3.8 Supply the company with the necessary End User Certificates for the procurement of specified equipment.
  - 3.9 Notify the customs officials that the Company personnel may move aircraft, vehicles and water vessels across the State's borders and airspace.
  - 3.10 Notify the Customs Officials that Company personnel will be allowed to free-movement (visa-free) inside the State's territory.
4. **ASSIGNMENTS**
- The Company may freely assign and transfer all of its rights and obligations under this agreement to any third party of its choosing with the approval of the State.
5. **TERM AND COMPENSATION**
- 5.1 The term of this agreement shall begin on the Effective Date and continue for a period of Ten (10) years thereafter.
  - 5.2 The compensation due Company for the training services provided under paragraph 2 shall be as agreed to between Company and State from time to time.
  - ✓ 5.3 This agreement may be terminated by the State at any time upon notice given to Company thirty (30) days in advance.
6. **CONFIDENTIALITY**
- 6.1 Each party undertakes to keep and shall procure that its Affiliates, sub-contractors and business associates keep the contents of this agreement confidential and not to

disclose it to any person or institution without the permission of the other party. Except in the case this information is needed by either party to seek legal remedies or redress.

6.2 This clause shall continue to bind the parties notwithstanding termination or expiry of this agreement.

6.3 The provisions of this paragraph 6 shall be subject to the provisions on public announcements of paragraph 10.8.

## **7. APPLICABLE LAW AND JURISDICTION**

7.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the Laws of UAE as a interested and neutral partner

7.2 In the event of any dispute arising in relation to this agreement, the parties shall first try to resolve it amicably, failing which it may be referred to and finally settled by arbitration under the Rules of the UAE Court of International Arbitration.

7.3 The arbitration shall be conducted before an arbitral tribunal (the Tribunal) composed of three (3) arbitrators. Each party shall nominate one (1) arbitrator not later than fourteen (14) days after service of a written request by either party to do so. The two arbitrators appointed by the parties shall, within thirty (30) days after the second arbitrator's appointment, jointly appoint the third arbitrator, who shall act as the chairperson of the arbitration. If any of the parties fails to appoint an arbitrator within the fourteen (14) day period, one shall be appointed by the UAE Court of International Arbitration. Similarly, if the two arbitrators already appointed fail to appoint the third arbitrator, the third arbitrator shall be appointed by the London Court of International Arbitration.

- 7.4 The arbitration proceedings shall be conducted in the English language and the arbitrators shall be fluent in the English language. The seat of arbitration shall be in Abu Dhabi, UAE
- 7.5 The parties waive any right to seek ruling from any court on issues of law that arise during the arbitration or to challenge the award on the grounds that the Tribunal made errors of law or fault.
- 7.6 All costs of the arbitration proceedings, including attorneys' fees and costs shall be borne in the manner determined by the Tribunal.
- 7.7 Judgment upon an award may be entered in any Court having jurisdiction over the person or assets of the party against whom the award is issued, or application may be made to such Court for judicial acceptance of the award and an order of enforcement, as the case may be.
- 7.8 The parties agree that the Tribunal shall have the power to make such orders and any provisional, interim or partial award as it considers just and desirable.
- 7.9 The State, to the extent that it may claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by the laws of any applicable jurisdiction. This waiver includes immunity from (i) any arbitration proceeding commenced pursuant to this agreement; (ii) any judicial, administrative or other proceedings to aid the arbitration commenced pursuant to this agreement; and (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from arbitration or any judicial or administrative proceedings commenced pursuant to this agreement. Each party acknowledges that its rights and obligations hereunder are of a commercial and not a governmental nature.

8. **NOTICES**

8.1 Any notice or other communication to be given under this agreement shall be given in writing in English and may be delivered in person or sent by courier or facsimile or e-mail to the relevant party as follows:

(a) to Saracen International s.a.l at:  
Saïda – Lebanon, Fakher Eldine Street, 4<sup>th</sup> Floor, Office 402  
Fax: +96 772 3006  
Marked for the attention of: Mr. Lafras Luitingh

(b) to the Republic of Somalia at:  
Hussein A. Halane  
  
Minister of Finance

Villa Somalia Mogadishu, Somalia

Tel. +25261819909  
Fax: +2525941001  
E-mail: hhalane@hotmail.com  
Marked for the attention of: Hussein Halane

or such other address as a party may designate by notice to the other party for receipt of notices under this agreement.

8.2 Any notice or document shall be deemed to be given:

- (a) if delivered in person, at the time of delivery; or
- (b) if sent by courier at 10h00 a.m. (local time at the place of destination) on the fifth (5<sup>th</sup>) business day after it was sent by courier; or
- (c) if sent by facsimile or e-mail, on the date of transmission if transmitted before 4.00 p.m. (local time at the place of destination) on any business



day, and in any other case on the next business day following the date of transmission.

8.3 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the facsimile or e-mail was properly addressed and transmitted.

8.4 The parties agree that the provisions of this clause shall not apply to the service of any writ, summons, order, judgment or other document relating to or in connection with any legal proceedings.

9. **WAIVER**

9.1 Any waiver of any right under this agreement shall be in writing and signed by or on behalf of the parties.

9.2 Not failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

9.3 No single or partial exercise of any right or remedy under this agreement shall prevent or restrict further exercise of that or any other right or remedy.

10. **GENERAL PROVISIONS**

10.1 Further Assurances. Each of the parties shall do all such acts and execute and deliver all such documents as shall be reasonably required in order to fully perform and carry out the terms of this agreement.

10.2 Joint Preparation. Each provision of this agreement shall be construed as though all parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this agreement.

10.3 Severance of Invalid Provisions. If and for so long as any provision of this agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this agreement except only so far as shall be necessary to give effect to the

construction of such invalidity, and any such invalid provision shall be deemed severed from this agreement without affecting the validity of the balance of this agreement.

- 10.4 **Modifications.** There shall be no modification of this agreement except by written consent of all parties.
- 10.5 **Priority of agreement.** In the event of any conflict between the provisions of the main body of this agreement and its exhibit, the provisions of the main body of the agreement shall prevail.
- 10.6 **Interpretation.**
- (i) **Headings.** The topical headings used in this agreement are for convenience only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this agreement relating to any topic are to be found in any particular Article.
  - (ii) **Singular and Plural.** Reference to the singular includes a reference to the plural and vice versa.
  - (iii) **Gender.** Reference to one gender includes a reference to the other.
  - (iv) **Paragraph or Exhibit.** Unless otherwise provided, reference to any paragraph or an exhibit means a paragraph or exhibit of this agreement.
  - (v) **Include.** The words "include" and "including" shall mean to be inclusive without limiting the generality of the description preceding such term and are used in an illustrative sense and not a limiting sense.
- 10.7 **Counterpart Execution.** This agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original agreement for all purposes; provided that no party shall be bound to this agreement unless and until all parties have executed a counterpart.
- 10.8 **Public Announcements.** No public announcement or statement regarding the terms or existence of this agreement shall be made without prior written consent of all parties; provided that, notwithstanding any failure to obtain such approval, no party shall be prohibited from issuing or making any such public announcement or statement to the extent it is necessary to do so in order to comply with the applicable laws, rules or regulations of any government, legal

proceedings or stock exchange having jurisdiction over such party or its Affiliates, however, any such required public announcement shall include only that portion information which the disclosing party is advised by written opinion of counsel (including in-house counsel) is legally required. Such opinion shall be delivered to the other parties prior to any such public announcement.

- 10.9 Entirety. With respect to the subject matter contained herein, this agreement (i) is the entire agreement of the parties; and (ii) supersedes all prior understandings and negotiations of the parties.
- 10.10 Force Majeure. If as a result of Force Majeure any party is rendered unable, wholly or in part, to carry out its obligations under this agreement, other than the obligation to pay any amounts due, then the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused and for such reasonable period thereafter as may be necessary for the party to put itself in the same position that it occupied prior to the Force Majeure, but for no longer period. The party claiming Force Majeure shall notify the other parties of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep all parties informed of all significant developments. Such notice shall give reasonably full particulars of the Force Majeure and also estimate the period of time which the party will probably require to remedy the Force Majeure. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible in an economic manner but shall not be obligated to settle any labor dispute except on terms acceptable to it, and all such disputes shall be handled within the sole discretion of the affected party.

**[BALANCE OF PAGE LEFT BLANK]**

IN WITNESS WHEREOF the duly-authorized officers of the parties hereto set their hand on the day and year appearing first on page 1.

His Excellency Sheikh Sharif Sheikh Ahmed  
Born 25 July 1964  
In his capacity as President of Somalia

\_\_\_\_\_ (signature)

DATE: .....

Witness:

\_\_\_\_\_ (signature)

NAME: .....

DATE: .....

---

For Saracen International s.a.l (Offshore)

\_\_\_\_\_ (signature)

NAME: Mr. Lafras Luitingh

CAPACITY: Chief Operations Officer

DATE: .....

WITNESS:

\_\_\_\_\_ (signature)

NAME: .....

DATE: .....