

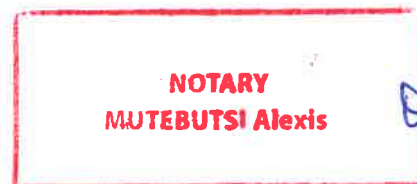


SUPPLY AGREEMENT

Made and entered into by and between:

VIVO ENERGY RWANDA LIMITED
(hereinafter called "VIVO")

AND



RUTONGO MINES LTD
(hereinafter called "the Buyer")

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A handwritten signature in blue ink, appearing to be a stylized 'L' or 'G'.

A handwritten signature in blue ink, appearing to be a stylized 'S' or 'J'.

This fuel supply agreement ("Agreement") is entered by and between:

RUTONGO MINES LTD, a private company registered in Rwanda on the following address: Rulindo, Masoro, Amajyaruguru, RWANDA P.O. Box 6132, Kigali, and registered with the Office of Registrar General under number 101907021 with company TIN: [101907021, and represented by its General Manager, Tel: 0787158399, Email: Julian.nixon@tincogroup.com (hereinafter referred to as "The Buyer" which expression, where the context so admits, shall mean and include her successors-in-interest, assigns, nominees, and legal representatives of the other part.

AND

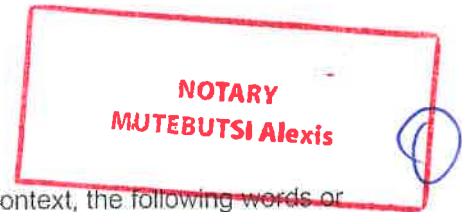
VIVO ENERGY RWANDA LIMITED, a private company registered in Rwanda on the following address: 6th Floor M&M Plaza, KG 8 Ave, Nyarutarama Cell, Remera Sector, Gasabo District, P.O. Box 1342, Kigali, and registered with the Office of Registrar General under number 101835101 with company TIN: 101835101, and represented by its Managing Director (hereinafter referred to as "**Vivo**" which expression, where the context so admits, shall mean and include her successors-in-interest, assigns, nominees, and legal representatives of the other part.

Vivo Energy and the Buyer shall hereinafter be collectively referred to as the "Parties" and each a "Party".

WHEREAS:

- (a) Vivo Energy is desirous of supplying the Buyer with the Products (as defined herein) on the terms and conditions hereinafter set out.
- (b) The Buyer is agreeable to purchasing its total requirements of the Products from Vivo Energy.

1. DEFINITION



1.1 In this Agreement, unless inconsistent with the context, the following words or expressions shall bear the meanings opposite them:

"Products" means the items listed in Schedule "A" hereto.

"Guaranteed Minimum Volumes" means the quantities of the Products to be supplied by Vivo Energy to the Buyer on a monthly basis as set out in Schedule A.

"Agents" Any person or third party appointed by either Vivo Energy or Buyer to act on its behalf.

2. INTERPRETATION

- 2.1 Words importing the singular shall include the plural and *vice versa*.
- 2.2 Words importing any gender include the other.

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2.3 The clause headings in this Agreement are for convenience and are not to be used for purposes of interpretation.

2.4 Any schedules, annexures and addenda attached to this Agreement, as amended from time to time are deemed to form part of this Agreement.

3. **SUPPLY AND PURCHASE**

Vivo Energy agrees to supply and the Buyer agrees to purchase the Guaranteed Minimum Volumes subject to the terms and conditions of this Agreement.

4. **COMMENCEMENT AND DURATION**

4.1. This Agreement shall be deemed to have commenced on the date of signature by all Parties and shall continue for a period of 2 (two) years (hereinafter referred to as "the Initial Period") effective from the day of signature by both parties.

4.2. Upon the expiry of the Initial Period, this Agreement shall renewed for the same period (2 years) on the same terms and conditions. The party not willing to renew the agreement shall notify the other by giving a 60 (Sixty) days' written notice to the other Party to that effect

5. **ESTIMATED VOLUMES**

5.1 The Buyer agrees to buy an estimated volume per month from Vivo Energy as defined in Schedule A.

5.2 The Buyer hereby expressly agrees that it will endeavor to spread its Product requirements on a reasonably even basis throughout the duration of the Agreement.

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6. **DELIVERY AND RISK**

6.1 Supply of product will be made by Vivo Energy to the client using transfer advices or depot loading orders within 24 hours after receipt of LPO. The Supplier will deliver the full quantity as specified on the Local Purchaser Order (LPO).

6.2 Risk and liability in the Products will pass from Vivo Energy to the Buyer upon the delivery of the Product to the Buyer based on a signed invoice and transfer advices or Depot Loading orders.

6.3 Delivery shall be done by the Supplier at their cost. Risks will pass from the supplier to the Buyer after delivery.

7. **PRICE**

7.1. The purchase price of the Products will be as defined in Schedule B.

7.2. The purchased price will be quoted in Rwandan Francs.

7.3 Lubricants will be delivered on the basis of price as quoted in the supplier's price quotation/ Proforma.

The Supplier shall inform the Buyer on the price changes before the next purchase order

8. PAYMENT

8.1. Payment terms and penalty

8.1.1 The invoice shall be issued with delivery of the products after the Buyer has submitted the Purchase Order and the proof of payment to the Supplier. The Supplier will delivery fully paid quantities.

8.1.2 In case the Supplier accords a credit facility subsequently in writing subject to availability of the Bank Guarantee or another security for the credit, the payment shall be done as follows and in that case, clause 8.2 shall apply:

8.1.3.1. The Supplier shall address its invoices to the Purchaser who will acknowledge receipt and make payment within thirty (30) days upon receipt of invoices. Any challenge to the invoiced amount shall be submitted to the Supplier in a period not exceeding 7 days of reception of the invoice by the Buyer.

8.1.3.2. Payment shall be made by Cheque or bank transfer under the names (in favor) of Vivo Energy Rwanda Ltd

8.1.3.3. In case of delay of payment of due and undisputed invoices, after a 15 days' written notice requesting payment, VIVO ENERGY shall apply a penalty of 1/1000 of the due payment per day of delay to be calculated until the debt is fully paid by the Buyer.

8.1.3.4. Should the Buyer be in arrears with any payments, Vivo shall be entitled to cease any further supplies until such payment has been made

8.2. Forced payment for undisputed and due debts

This clause shall only apply in case parties apply clause 8.1.2

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8.2.1 This agreement is construed under article 241 (60) "6° contract certified by a notary" of the Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labor and administrative procedure and shall have the force attached to it by that law.

8.2.2. In case the Buyer fails to pay a due and undisputed invoice within 30 days of its reception, the Supplier shall sign and notarize the same invoice and attach it to this contract for execution as provided in 8.2.1 of this clause. The parties hereby confirm that this contract and the invoice due and notarized by the Supplier after 30 days shall be executed under article 241 (60) of the Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labor and administrative procedure.

9. FORCE MAJEURE

9.1 Should any party be rendered unable, wholly or in part, to carry out its obligations under this Agreement by any circumstance which is not reasonably within the control of such Party and not reasonably foreseeable at the date of this Agreement ("Force Majeure") including but not limited to, and whether or not similar to, the following: a strike, labor dispute, boycott, fire, flood, accident, delay or failure in manufacture or transportation, war, riot, civil commotion, Act of God, the requirements or actions of any State, Government or other authority; then no right of action of any nature whatsoever, whether for damages or otherwise, shall

accrue or arise to the Buyer without in any way affecting the continuance of the Buyer's obligation (during that period and thereafter) to obtain all the Buyer's requirements of such quantities, if any, of the product/s as Vivo Energy is able to supply. During continuance of an event of force majeure affecting Vivo Energy, the Buyer shall have the right to obtain its requirements of the Products from other suppliers to the extent that Vivo Energy is unable to supply.

9.2 If one party is prevented from carrying out its obligations hereunder as a result of an event of force majeure, it shall give written notice to the other party within two days upon foreseeing or becoming aware about the event of majeure.

9.3 If and to the extent that Vivo Energy is prevented by an event of force majeure from supplying the Products in accordance with the Buyer's requirements, it shall be relieved of its obligations hereunder during subsistence of the event of force majeure.

9.4 Without limiting the generality of the foregoing, if for any reason, the supplies of any of the products available to Vivo Energy from its usual sources of supply become, or in Vivo's opinion may become, insufficient to meet the requirements of all of its customers during the period, then Vivo Energy shall be entitled to allocate those supplies amongst its customers in such quantity and/or manner it deems fit, and in that event, the provisions of the above paragraphs shall apply and Vivo Energy shall be deemed to be unable to supply any shortfall arising from the implementation of this paragraph.

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10. BREACH OF CONTRACT

10.1 Subject to the provisions of sub-clause 9.4, in the event of either Party committing any breach of any material term or act in contravention of this Agreement, the other Party shall be entitled to give the defaulting Party not less than thirty (30) days written notice calling upon such defaulting Party to remedy such breach and in the event of the defaulting Party failing to do so within thirty (30) days of receipt of such notice, the other Party shall in addition to any other remedy it may have in terms of this Agreement or at Law, be entitled to:

10.1.1 Claim specific performance under the Agreement by, and damages from, the defaulting Party; or

10.1.2 do or cause to be done whatever may be necessary to remedy such breach and claim damages from the defaulting Party including the cost of remedying such breach; or

10.1.3 Terminate the Agreement and claim damages from the defaulting Party.

10.2 The liability of both Parties in respect of any claims that may arise against each other arising out of this Agreement, either specifically in terms of this Agreement or at law, shall be limited to the actual loss suffered and shall not include any liability in respect of consequential loss or damage.

11. TERMINATION

11.1 This Agreement shall terminate automatically if at any time either of the Parties shall:

11.1.1 become the subject of winding up or dissolution proceedings; or

11.1.2 effect or offer a general compromise or deed of arrangement with creditors or with any class of creditors, or make any assignment for the benefit of creditors; or

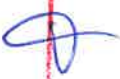
11.1.3 suffer a judgment to be granted or entered against it in or by any Court of Law which is un-appealable, and unreasonably fails to cause such judgment to be satisfied within a period of 21 (twenty-one) days from the date of such judgment; or

11.1.4 Have any license to conduct business suspended, removed or impaired by any order or decree of any regulatory or judicial authority.

11.2 Each of Vivo Energy and the Buyer warrants to the other Party that as at date of commencement of this Agreement none of the circumstances envisaged in clause 11.1 above is in existence or pending against it.

11.3. Under the circumstances stated in clause 9.1, the Buyer reserves the right to terminate the current Agreement by giving ~~Thirty (30) calendar days'~~ written notice to Vivo Energy.

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12. CONFIDENTIALITY

12.1 The Buyer shall at all times maintain confidentiality with respect to Vivo's know-how, trade secrets and all other information of a confidential nature which may become known or made available to the Buyer during the currency of this Agreement, and the Buyer shall not disclose such information to any person save in so far as disclosure is strictly necessary for the Buyer's due performance in terms hereof.

12.2 Likewise, Vivo Energy shall at all times maintain confidentiality with respect to the Buyer's confidential information which may become known or made available to Vivo Energy during the currency of this Agreement, except in so far as disclosure is strictly necessary for Vivo's due performance in terms hereof.

12.3 The terms and conditions of this clause will survive the termination or cancellation of the Agreement.

13. NATURE OF RELATIONSHIP

13.1 The Buyer hereby acknowledges that the nature of the relationship arising out of this Agreement is that between buyer and seller.

13.2 The Buyer shall not act as agent or representative of Vivo Energy, nor shall it incur any liability on behalf of Vivo Energy or attempt to bind Vivo Energy in any



agreement or any other manner whatsoever with any third party, without Vivo's prior written consent.

13.3 This Agreement shall not constitute the formation of a partnership or joint venture in any shape or form between the Parties, nor authorize the Buyer to incur any liability on behalf of Vivo Energy;

13.4 The Buyer shall not use, except as specifically provided for in this Agreement, any of Vivo's intellectual property rights such as but not limited to trademarks, brand-names and the like.

14. ASSIGNMENT

The Buyer shall not cede or assign any of its rights and obligations under this Agreement, except with the prior written consent of Vivo Energy.

15. TERMS AND CONDITIONS OF AGREEMENT

15.1 This Agreement shall constitute the sole and exclusive record of the agreement between the Parties, and the Parties acknowledge hereby that no other stipulations, warranties, undertakings, terms and conditions of whatsoever nature which are not recorded therein, shall have any force or effect.

15.2 No variation, modifications or waiver of any of the provisions of this Agreement, or consent to any departure therefrom by either Party, shall be of any force or effect unless the same shall be confirmed in writing and signed by both Parties, duly represented by an authorized officer.

15.3 No latitude, indulgence, consent or forbearance or any other failure by Vivo Energy to strictly enforce compliance with any provision of this Agreement shall constitute a variation or novation of this Agreement or waiver or estoppel of any its rights hereunder.

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16. DOMICILIUM

16.1 The Parties respectively choose domicilium citandi et executandi and for all other purpose of and in connection with this Agreement, as follows:

Vivo Energy Rwanda Limited
M&M Building, 6th Floor,
Nyarutarama, Kigali, RWANDA
+250 788 175 100

For attention: General Mnager
RUTONGO MINES
Tel: +250788305193

16.2. Either Party may change its domicilium address by giving written notice to the other Party, provided that any new domicilium selected will be a physical address situate in the Republic of Rwanda and any such change will only be effective upon acknowledgement of receipt of such notice by the other Party.

16.3. Any notice sent to either Party's domicilium address by prepaid registered mail will be deemed to have been received seven (7) days after the date on which it was posted or if delivered by hand during normal business hours, on the day of delivery.

16.4. Any written notice, process or other communication actually served upon or received by any Party, shall be deemed to have been properly served or received, notwithstanding that it was not served or received at that Party's aforesaid address.

17. AUTHORITY

17.1 Each person signing this Agreement for and on behalf of a Party hereto hereby warrants in his personal capacity that he is duly authorized by such Party to do so in terms of a resolution passed by the board of directors of such Party.

18. DISPUTE SETTLEMENT

18.1. Any dispute arising from or connected to this agreement or its validity will be settled amicably. If the parties cannot resolve the dispute amicably, the aggrieved party shall refer the matter to the competent court.

19. GOVERNING LAW

19.1. This Agreement and all matters arising out of the provision of goods or services are subject to the Laws of the Republic of Rwanda.

Done at Kigali, this 13/09/2021

SIGNED AND SEALED ON BEHALF OF VIVO ENERGY RWANDA LIMITED BY:

SIGNED ON BEHALF OF RUTONGO MINES LTD:

Name: **Saibou Coulibaly**

Name: **Julian Nixon**

Designation: **Managing Director**

Designation: **Managing Director**

Signature: 

Signature: 

**MANAGING DIRECTOR
VIVO ENERGY RWANDA LTD
B.P 1342 KIGALI RWANDA
TEL +250 788 175 100**

**RUTONGO MINES Limited
P.O.Box 6132 KIGALI RWANDA**

Name: **Thadee Abizeyimana**


Name:


Designation: **Company Secretary/Legal Manager**

Occupation:

Signature: 

Signature: 

PAID  **RWF**

**Seen to certify the signature of
Mr/Mrs 
Hereby appended
On **13/09/2021****

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SCHEDULE A: PRODUCTS

Product	Discount	Value
Gasoil (AGO)	80 RWF	Pump Price - 80 RWF
Essence (PMS)	80 RWF	Pump Price - 80 RWF

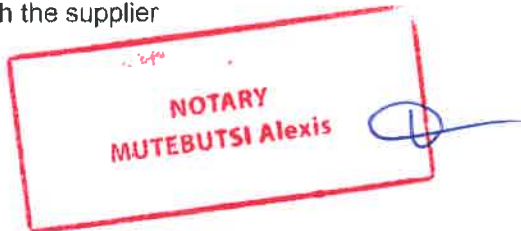
Products to be covered in the contract:

Estimated Monthly quantities:

1. **Lubricants:** 1,500 Litres
2. **Fuel:** 20,000Litres

The supplier will be supplying;

- Rimula R4X 15w40 Multi-grade engine oil
- Industrial oils
- As well as other kinds of lubricants requested by the customer on their interest and available with the supplier


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SCHEDULE B

PRODUCT RECEIPT PROCEDURE

A. SAFETY PRECAUTIONS

1. The driver should position the delivery lorry in such a way that it can easily be driven away in a case of emergency. He should also ensure that the vehicle is electrically bonded and the vehicle's electrical system is switched off by activating the isolating master switch. He should also secure the vehicle by applying hand-brakes.
2. The Customer should check and ensure that there are no sources of ignition in the vicinity of either the filling point or the vent pipes.
3. The Customer should identify the appropriate storage tanks, check for water and mud in the fill and dip pipes and take corrective action where necessary.
4. The Customer should dip the tanks to measure the contents in order to ensure that there is room for the volume to be delivered into the tank. Check for the presence of water. If there is water in the tank, Customer Service Centre should be notified immediately. After this operation, replace the dip cap.
5. If the storage tank is manifold (i.e. connected to another tank), the Customer should close the inter-connecting valves.
6. Once again, the Customer should ensure that there are no sources of ignition present in the vicinity (at least 15 metres) of the filling point and vent pipes, and continue to monitor this throughout the duration of the delivery.
7. Safety harnesses must always be used when on top of the truck

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B. BEFORE DISCHARGE

1. Record the truck arrival time on the stamped space on the invoice. If the truck has taken too long please query.
2. Check seals on the delivery lorry's discharge points and top man-holes to ensure that they are intact. Check whether the documents have the same seal numbers as the seals on the lorry. If there is any difference in the seal numbers, or the seals are not intact, call the CSC for guidance.
3. Inquire from the driver the loading arrangements per compartment and ensure that the correct product labels are on the vehicle discharge lines. The product labels are colour coded as V- Power – Red, ULG (Unleaded Gasoline) - Green; AGO - Grey; and IK – White
4. Break the delivery lorry compartment seals (i.e. top seals), and confirm the correctness of the product by colour and smell.
5. Check that the truck has a current Weights and Measures calibration charts & stamp (measurements usually from the bottom of the dome) and the Terminal ullage chart (measurements usually from the top of the dome, and you should have a copy of this).

6. The ullage Measurement Chart is reviewed periodically or when a vehicle is re-calibrated. If you have misplaced your copy, please ask the driver for his copy. The chart must have the Terminal Manager's or Road Transport Manager's signature. Using a ruler or any approved measurement instrument, measure the distance and compare with the measurement given in the chart. Measurement should be done from the truck manhole cover underside next to the ullage bar. Truck must be parked at a level ground in order to get accurate measurements. If the measured distance is greater than the chart distance taking into consideration allowable tolerance, draw the driver's attention to this fact, and obtain his agreement. On agreement, top up the level of product in the compartment using the dispensing pump of the same product, until the level agrees with that shown in the ullage measurement chart. Make a remark about the quantity of product used to top up the compartment on copies of the delivery documents. The driver must sign against the remark, to signify agreement with the comments.
7. Ensure that the quantities shown on the delivery documents agree with quantities as ascertained physically. Quantities for each compartment (when full) are written near the vehicle's manholes or on or near the discharge lines.
8. Break bottom seals and withdraw (through the discharge lines) a five-litre sample from each compartment into a "bonded" steel bucket and identify the product by colour. Check the specific gravity using a hydrometer. The product in the bucket should be poured back into the storage tank through a steel funnel "bonded" to the bucket. If in doubt regarding the product quality, consult the CSC. (Bonding means attaching the pail to the truck by a bonding, or earthing cable. This eliminates the possibility of electrostatic current).

C. DISCHARGE

The receiving lines, or tank manholes should have plates with product names (product grade plates)

NB: The Customer should ensure that: -

1. the delivery lorry driver connects the hose to the correct delivery pipe and receiving line, and if necessary, that the overfill coupling is also connected.
2. the delivery lorry driver "bonds" the truck to the tank connections to avoid eventuality of electrostatic current.
3. the correct procedure for connecting a hose is to connect the hose to the receiving line first, and then follow up by connecting the other end of the hose to the vehicle's discharge line.
4. connect one hose and discharge one product at a time
5. that the hoses are not causing any obstruction, and if necessary, place warning signs around them.
6. the remote breathing lines are not blocked.
7. the vehicle is placed on a level ground to ensure complete discharge. If it is operationally inconvenient to place a vehicle on a level ground during the period of discharge, the vehicle should be placed on level ground after the contents of the compartments have been discharged. Any quantity remaining is then discharged after levelling the vehicle. In all cases the vehicle should be positioned so that it would be

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easy to drive it away in case of any emergency. The vehicle is now ready to start discharging.

6. during discharge, there is no overfilling, no spillage, and no leakage from coupling.
7. after completing the discharge, the driver closes the discharge line valve (also called the foot valve) and disconnects the hose without causing spillage.
8. the driver has completely drained the hoses.
9. open the delivery vehicle's discharge line again, while keeping a "bonded" steel pail under the discharge line. The product which might be issuing from the vehicle discharge lines is collected in the steel bucket. The product in the bucket is transferred to the storage tank using a steel funnel bonded to the bucket.
10. the driver caps the hoses and places them on the lorry.
11. the lorry is physically empty by checking the compartments through the vehicle's man-holes. Then the man-hole is closed.
12. the Customer caps the receiving lines.
13. the Customer covers the storage tank's man-holes.

D. AFTER DISCHARGE

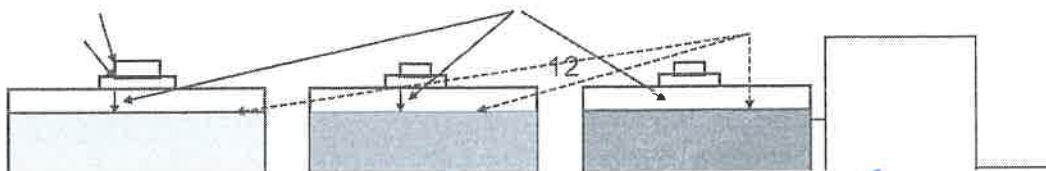
1. The delivery vehicle's driver disconnects any overfill coupling and earthing cable and replaces caps on the lorry's delivery lines.
2. The Customer signs and stamps the cash sale, indicates the time you have released the truck, and releases the vehicle. Full name of person signing should be indicated on the cash sale.
3. The Customer re-opens the appropriate manifold valves, where applicable.

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NOTES

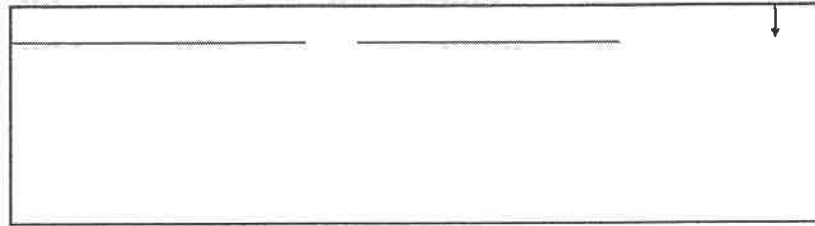
1. Cases of inter-product contamination should be reported immediately to the CSC, and Customer should not sell this product at all.
2. The manufacturers of underground fuel storage tanks do not calibrate individual tanks. They calibrate one standard tank and manufacture all others including dip sticks following the general guidelines of the standard tank .
3. Over the years, underground tanks find their own settlement levels (different settlements) depending on the nature of the soils under which the tanks are buried.
4. If the delivery crew do not comply to the laid down procedure and standards please inform the CSC immediately.
5. If any of the above steps is not clear, please do not hesitate to call us for further clarification

Below is a sketch drawing of the typical measurement positions for weights and measures and terminal ullage charts, for product delivery vehicles.



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Top of dome Dome Ullage Bars Product Level
 Bottom of dome



Tanker Compartments

Coffer dams (empty space between two tanker compartments)

Offloading Checklist →

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Offloading At Customer Location

On arrival at consumer site driver should:-

- Park at a safe place, switch off the engine and apply the handbrake
- Chock driving wheels
- Show the invoice to the customer personnel and wait till you are called to enter the customer's premises. Customer must not unduly delay the driver. Jointly with the customer
 - Inspect all seals on each compartment of the truck and all outlet valves to confirm they are intact and that they are same as those recorded on the invoice.
 - Open the manhole covers on truck
 - Carry out the fuel density checks using hydrometers and thermometers, and check against information on the invoice. The fuel density checks are applicable for V-Power, ULG, IK and AGO fuels only.
 - Check to ensure product is touching the ullage bar mark for every compartment. In addition carry out ullage measurement.
 - Visually confirm the product grade in each compartment is as per identification tag on the outlet and agrees with that on the delivery document.
 - Using water finding paste confirm the truck have no water
 - Check ullage in customer receiving tanks (dip tanks) to prevent an over fill.
 - Fill product pre-delivery form (**see Product Pre-delivery Form attached**)
- Stop vehicle next to filler point.
- Switch off engine and the master switch.
- Chock driving wheels.
- Place fire extinguisher at front and rear of vehicle.
- Place warning triangles at front and rear of the vehicle.
- Connect hose to the correct product tank which should be clearly labeled and colour coded
- Connect one hose and discharge one product at a time
- Avoid excessive bending of hoses and dragging along the ground.
- Coupling must be prevented from falling heavily and becoming damaged.

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- ✔ Proceed with off-loading.
- ✔ Drain completely before disconnecting hose and secure to vehicle.
- ✔ Customer must ensure full draining and confirm emptiness of all truck compartments including discharge pipes.
- ✔ Sign and stamp documents
- ✔ Stow chocks away
- ✔ Stow fire extinguisher away
- ✔ Start vehicle and proceed to next customer or to depot

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PRODUCT PRE-DELIVERY FORM

DATE.....
 SUPPLYING TERMINAL.....
 SITE NAME.....
 TRUCK NUMBER.....
 CUSTOMER.....
 NAME.....SIGNATURE.....DATE.....
 DRIVER'S NAME.....SIGNATURE.....DATE.....

THE DRIVER AND CUSTOMER OF HIS REPRESENTATIVE MUST ENSURE THAT THE FOLLOWING SAFETY AND CUSTODY TRANSFER MEASURES ARE MET AND BOTH PARTIES MUST SIGN THIS FORM PRIOR TO COMMENCEMENT OF OFF-LOADING OPEATION.

TO BE FILLED BY REPRESENTATIVE	CUSTOMER	YES	NO
<ul style="list-style-type: none"> ➤ All seals have been inspected and found to be intact ➤ The product in each compartment is correctly labelled and colour coded as per information in the delivery document ➤ Each compartment checked and product confirmed to touch the marker. ➤ Product confirmed with water finding paste to be free of water ➤ The receiving tanks filler pipes are correctly colour coded and labelled. ➤ The receiving tanks have enough ullage ➤ The matching of the truck outlet tags and the filler pipes is confirmed correct. ➤ The bonding wire is properly connected ➤ Fire extinguishers are correctly positioned. 			

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Driver Sign:..... Customer Sign:.....

Application Colour Codes

RED.....V-Power
 GREEN.....Unleaded Gasoline
 WHITE.....Kerosene
 GREY.....Gas oil – Diesel
 BLACK.....IDO
 BLACK.....Fuel Oil

Offloading Time:
 Start: End:.....
 Customer Sign : Date
 Driver Sign: Date

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SCHEDULE C

VIVO GROUP BUSINESS PRINCIPLES

Introduction

The Vivo General Business Principles govern how each of the Vivo companies which make up the Vivo Group* conducts its affairs.

The objectives of the Vivo Group are to engage efficiently, responsibly and profitably in oil, gas, chemicals and other selected businesses and to participate in the search for and development of other sources of energy to meet evolving customer needs and the world's growing demand for energy.

We believe that oil and gas will be integral to the global energy needs for economic development for many decades to come. Our role is to ensure that we extract and deliver them profitably and in environmentally and socially responsible ways.

We seek a high standard of performance, maintaining a strong long-term and growing position in the competitive environments in which we choose to operate.

We aim to work closely with our customers, partners and policy-makers to advance more efficient and sustainable use of energy and natural resources.

*Royal Dutch Vivo plc and the companies in which it directly or indirectly owns investments are separate and distinct entities. But in this publication, the collective expressions 'Vivo' and 'Vivo Group' may be used for convenience where reference is made in general to those companies. Likewise, the words 'we', 'us', 'our', and 'ourselves' are used in some places to refer to the companies of the Vivo Group in general. These expressions are also used where no useful purpose is served by identifying any particular company or companies.

Our Values

Vivo employees share a set of core values - honesty, integrity and respect for people. We also firmly believe in the fundamental importance of trust, openness, teamwork and professionalism, and pride in what we do.

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Sustainable Development

As part of the Business Principles, we commit to contribute to sustainable development. This requires balancing short and long term interests, integrating economic, environmental and social considerations into business decision-making.

Responsibilities

Vivo companies recognise five areas of responsibility. It is the duty of management continuously to assess the priorities and discharge these inseparable responsibilities on the basis of that assessment.


- A. *To shareholders*
To protect shareholders' investment, and provide a long-term return competitive with those of other leading companies in the industry.
- B. *To customers*
To win and maintain customers by developing and providing products and services which offer value in terms of price, quality, safety and environmental impact, which are supported by the requisite technological, environmental and commercial expertise.
- C. *To employees*
To respect the human rights of our employees and to provide them with good and safe working conditions, and competitive terms and conditions of employment.

To promote the development and best use of the talents of our employees; to create an inclusive work environment where every employee has an equal opportunity to develop his or her skills and talents. To encourage the involvement of employees in the planning and direction of their work; to provide them with channels to report concerns.

We recognise that commercial success depends on the full commitment of all employees

- D. *To those with whom we do business*
To seek mutually beneficial relationships with contractors, suppliers and in joint ventures and to promote the application of these Vivo General Business Principles or equivalent principles in such relationships. The ability to promote these principles effectively will be an important factor in the decision to enter into or remain in such relationships.
- E. *To society*
To conduct business as responsible corporate members of society, to comply with applicable laws and regulations, to support fundamental human rights in line with the legitimate role of business, and to give proper regard to health, safety, security and the environment.

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Principle 1: Economics

Long-term profitability is essential to achieving our business goals and to our continued growth. It is a measure both of efficiency and of the value that customers place on Vivo products and services. It supplies the necessary corporate resources for the continuing investment that is required to develop and produce future energy supplies to meet customer needs. Without profits and a strong financial foundation, it would not be possible to fulfil our responsibilities.

Criteria for investment and divestment decisions include sustainable development considerations (economic, social and environmental) and an appraisal of the risks of the investment.

Principle 2: Competition

Vivo companies support free enterprise. We seek to compete fairly and ethically and within the framework of applicable competition laws; we will not prevent others from competing freely with us.

Principle 3: Business Integrity

Vivo companies insist on honesty, integrity and fairness in all aspects of our business and expect the same in our relationships with all those with whom we do business. The direct or indirect offer, payment, soliciting or acceptance of bribes in any form is unacceptable. Facilitation payments are also bribes and should not be made. Employees must avoid conflicts of interest between their private activities and their part in the conduct of company business. Employees must also declare to their employing company potential conflicts of interest. All business transactions on behalf of a Vivo company must be reflected accurately and fairly in the accounts of the company in accordance with established procedures and are subject to audit and disclosure.

Principle 4: Political Activities

A. *Of companies*

Vivo companies act in a socially responsible manner within the laws of the countries in which we operate in pursuit of our legitimate commercial objectives.

Vivo companies do not make payments to political parties, organizations or their representatives. Vivo companies do not take part in party politics. However, when dealing with governments, Vivo companies have the right and the responsibility to make our position known on any matters, which affect us, our employees, our customers, our shareholders or local communities in a manner which is in accordance with our values and the Business Principles.

B. *Of employees*

Where individuals wish to engage in activities in the community, including standing for election to public office, they will be given the opportunity to do so where this is appropriate in the light of local circumstances.

Principle 5: Health, Safety, Security and the Environment

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Vivo companies have a systematic approach to health, safety, security and environmental management in order to achieve continuous performance improvement.

To this end, Vivo companies manage these matters as critical business activities, set standards and targets for improvement, and measure, appraise and report performance externally.

We continually look for ways to reduce the environmental impact of our operations, products and services.

Principle 6: Local Communities

Vivo companies aim to be good neighbours by continuously improving the ways in which we contribute directly or indirectly to the general well-being of the communities within which we work.

We manage the social impacts of our business activities carefully and work with others to enhance the benefits to local communities, and to mitigate any negative impacts from our activities.

In addition, Vivo companies take a constructive interest in societal matters, directly or indirectly related to our business.

Principle 7: Communication and Engagement

Vivo companies recognise that regular dialogue and engagement with our stakeholders is essential. We are committed to reporting of our performance by providing full relevant information to legitimately interested parties, subject to any overriding considerations of business confidentiality.

In our interactions with employees, business partners and local communities, we seek to listen and respond to them honestly and responsibly.

Principle 8: Compliance

We comply with all applicable laws and regulations of the countries in which we operate.

Living by our Principles

Our shared core values of honesty, integrity and respect for people, underpin all the work we do and are the foundation of our Business Principles.

The Business Principles apply to all transactions, large or small, and drive the behaviour expected of every employee in every Vivo Company in the conduct of its business at all times.

We are judged by how we act. Our reputation will be upheld if we act in accordance with the law and the Business Principles. We encourage our business partners to live by them or by equivalent principles.

We encourage our employees to demonstrate leadership, accountability and teamwork, and through these behaviours, to contribute to the overall success of Vivo.

It is the responsibility of management to lead by example, to ensure that all employees are aware of these principles, and behave in accordance with the spirit as well as with the letter of this statement.

The application of these principles is underpinned by a comprehensive set of assurance procedures, which are designed to make sure that our employees understand the principles and confirm that they act in accordance with them.

As part of the assurance system, it is also the responsibility of management to provide employees with safe and confidential channels to raise concerns and report instances of non-compliance. In turn, it is the responsibility of Vivo employees to report suspected breaches of the Business Principles to Vivo.

The Business Principles have for many years been fundamental to how we conduct our business and living by them is crucial to our continued success.

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SCHEDULE D

HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE) COMMITMENT AND POLICY

Our Commitment to HSSE

In Vivo Energy Rwanda Limited we are all committed to:

- pursue the goal of no harm to people
- protect the environment
- use material and energy efficiently to provide our products and services
- develop energy resources, products and services consistent with these aims
- publicly report on our performance
- play a leading role in promoting best practice in our industries
- manage HSSE matters as any other critical business activity
- promote a culture in which all employees share this commitment.

In this way we aim to have an HSSE performance we can be proud of, to earn the confidence of customers, shareholders and society at large, to be a good neighbour and to contribute to sustainable development.

Our HSSE Policy

The Company

- has a systematic approach to HSSE management designed to ensure compliance with the law and to achieve continuous performance improvement
- sets targets for improvement and measures, appraises and reports performance
- requires contractors to manage HSSE in line with this policy
- requires joint ventures under its operational control to apply this policy and use their influence to promote it in their other ventures
- includes HSSE performance in the appraisal of all staff and reward accordingly.

HSSE Golden Rules:

There are three HSSE Golden rules that help us put our policy into practice:

You and I

- Comply with the law, standards and procedures
- Intervene in unsafe or noncompliant actions
- Respect our neighbours

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SCHEDULE E

CERTIFICATE

This Certificate is given by,of

Capitalised terms used in this Certificate, if not defined in this Certificate, have the meaning set forth in the Agreement.

The Buyer acknowledges that:

- (a) It has received a copy of the Vivo General Business Principles or taken note of the same at www.vivoenergy.com. It has also been made aware of the Vivo Global Helpline at <https://www.compliance-helpline.com/shell.jsp>
- (b) From the commencement of its performance of its obligations under the Agreement, the Buyer, and its Related Parties, shall adhere, and continue to adhere to the Vivo General Business Principles in all its dealings in connection with this Agreement.
- (c) The Buyer has procedures and controls in place among its employees and its Affiliates to assure compliance with Anti-Bribery Laws, including but not limited to procedures to ensure that all transactions in connection with this Agreement are accurately recorded and reported to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- (d) In connection with the Agreement, the Buyer is not aware of any behaviour by (i) Vivo or its employees which is, or may be, inconsistent with the Vivo General Business Principles or Anti-Bribery Laws, or (ii) the Buyer or its employees which is, or may be, inconsistent with the Vivo General Business Principles, the Vivo Code of Conduct or Anti-Bribery Laws. The Buyer will promptly notify Vivo upon becoming aware of any such information. Notification shall be made either through the notification procedures specified in the Agreement, or through the Vivo Global Helpline at <https://www.compliance-helpline.com/shell.jsp> (e) The Buyer confirms that, in connection with its performance of its obligations under the Agreement, the Buyer will comply with all applicable Anti-Bribery Laws and will not make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/or (ii) violate the Anti-Bribery Laws.
- (f) The buyer confirms that either:
 - (i) its owners or directors, and its employees who will directly benefit from the Agreement, are not Government Officials, or
 - (ii) the names, and respective roles and responsibilities, of any person who is:
 - a. an owner or director, or
 - b. an employee who will directly benefit from the Agreement,and who is a Government Official, are disclosed on an attachment to this Certificate.

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[Handwritten signatures]

- (g) The Buyer confirms that, if awarded the Agreement, the Buyer will promptly notify Vivo if and when any of the above statements are no longer true and of any changes required to the information provided by Buyer in relation to this certificate during the effective period of the Agreement.

Date: _____

On behalf of Buyer

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