

**AGREEMENT**  
**(Non Disclosure, Non Circumvention and Fee Protection)**

Between:

**KEMA HOLDINGS Pty LTD**

Represented by:  
**Luphumzo Kebeni**  
Director  
(further mentioned as "consultant" )

**And**

**OVERINE 291 CC**

Represented by:  
**Emmanuel Baba Zuma**  
Managing Member  
(further mentioned as "consultant" )

**AND**

**GADE OIL AND GAS LIMITED**

Represented by:  
**IQBAL MEER SHARMA (Director)**  
(further mentioned as "client" )

Hereinafter, collectively referred to as "the Parties".

**1. Object of the Agreement**

- 1.1. WHEREAS the Parties recognise that, as a result of their discussions with each other relating to the facilitation work for the signing of **AGREEMENT** and award and conclusion of a Production Sharing Agreement between **GADE OIL AND GAS** and the **GOVERNMENT OF CAR**, for **BLOCK A** due to introduction of the "client" (**GADE OIL AND GAS**) by the "consultants" (**LB KEBENI & EB ZUMA**) to the Republic of Central-Africa Republic (CAR) as well as any other influential sources close to the President, they will be exposed to and will continue to be exposed to and become privy to, information, ideas, business practices and other intellectual property owned by the CAR state, its associates or Clients, and;
- 1.2. That such information and intellectual property is secret and confidential and that each Party could suffer loss as a result of any failure to maintain the secrecy or confidentiality of such information;
- 1.3. That such information and intellectual property is critical in assisting the "**Clients**" in securing the business agreements and that the "**Consultants**" could suffer loss as a result of any failure by "**Clients**" to reimburse the "**Consultants**" for the assistance and services rendered in the attainment of such information as well as facilitation role played by the "**Consultants**" and key state officials / influential sources who have the potential to result in a profitable transaction or creation of a close and intimate relationship between the "**Clients**" and the President of CAR or influential sources and advisors within;
- 1.4. NOW THEREFORE the Parties commit to the terms of their agreement on the confidentiality of such information and intellectual property, and fees related to the potential transaction to writing as follows:

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## 2. Term

- 2.1 This agreement becomes effective on the date of signing and, unless terminated, by either party, shall continue until the transaction is completed.
- 2.2 Both Parties have the right to terminate by giving no less than one month's written notice.
- 2.3 Should such termination right be exercised by the "*Clients*", the "*Consultant*" shall still have full fee obligations as specified below in Article 7 for the time spent on consultation between the "*Client*" and "*Office of the President*", advisors and any other influential sources in the Government of CAR.

## 3 Interpretation

- 3.1 The clause headings of this agreement have been inserted for convenience only and will not be taken into consideration in its interpretation.
- 3.2 The validity and interpretation of this agreement will be governed by the laws of the Republic of South Africa.
- 3.3 Any reference to the singular includes plural and vice versa.
- 3.4 Any reference to natural persons includes legal persons and vice versa and reference to any gender includes reference to the other genders.

## 4 Definitions

- 4.1 "*Information*" means all and any information of or owned by or in the possession of, the other Party, in particular but not limited to, strategic business plans, financial models and documents, data, plans, ideas, business practices, financial arrangements, client information, business opportunities and structures, lists, diagrams, codes, fee scales, databases, database design or other designs or prototype designs, of whatsoever nature and in whatsoever form and howsoever stored, including that which each Party has developed as a result of its mutual association with the other.
  - (a) "*Consultants*" means "Luphumzo Kebeni of KEMA HOLDINGS, and "Emmanuel Baba Zuma of Overine 291 CC";
  - (b) "*Client*" means "*GADE OIL AND GAS*"
  - (c) "*Influential Sources*" means anyone who has facilitated or help facilitate the award and conclusion of the *GADE OIL AND GAS MOU* and *PSC* in CAR;

## 5 Confidentiality and Usage

- 5.1 Each Party undertakes to ensure that all Information or any part thereof, obtained by it or any one or more of its employees, shall be kept secret and treated with the highest confidentiality and shall not be used by any Party for any purpose other than the fulfilment of each Parties obligations' to the other.
- 5.2 The Party receiving Information may only make Information available to their professional advisors, agents or consultants after their professional advisors,

agents or consultants have completed Schedule 1 of this confidentiality agreement.

5.3 Where Information has been disclosed to the professional advisors, agents or consultants of the Party receiving Information and such professional advisors, agents or consultants have signed Schedule 1, the Party receiving Information will not be responsible for any breach of this confidentiality agreement by such professional advisors, agents or consultants. Any remedy for any breach will be between the Party disclosing Information and the professional advisors, agents or consultants of the Party receiving Information.

## 6 Consultant's Obligations

6.1 The "**Consultants**" will act diligently in a consultancy role to assist the "**Client**", and the Parties, in concluding the **GADE OIL AND GAS** contract with the **President of CAR**.

6.2 The "**Consultants**" will ensure that as part of their facilitation role, will ensure that the **President of CAR** will award the contract in favour of **GADE OIL AND GAS** (herein referred to as the "**Client**");

6.3 The "**Consultants**" shall, secure letter of invitation to **GADE OIL AND GAS** from the **President of CAR** inviting its representatives to the conclusion of discussions for the award of the contract;

6.4 The "**Consultants**" shall ensure that any information provided in confidence by the "**Client**" and/or its professional advisers and managers shall not be divulged to a third party without the "**Client's**" or the Parties' prior permission, except as required by law or order of a court or regulatory body.

6.5 The "**Parties**" will not contact, without prior written approval, the other party's respective client/sources or intermediaries.

## 7 The Client's Obligations

7.1 The "**Client**" will act openly and professionally all the time to ensure that the "**Consultants**" are well informed of and briefed on the expectations of the business transaction including fee structure and how that is derived/calculated.

7.2 The "**Client**" will honour its undertaking of a concise fee structure due to "**Consultants**" and their "**Influential sources**".

7.3 The "**Client**" shall cover all travel and subsistence costs of the "**Consultants**" accompanying the "**Client**" to and from CAR, for the signing of relevant legal conventions/MOU for the awarding of the PSC to **GADE OIL AND GAS** by the **Government of CAR** represented by the President.

7.4 The "**Client**" will, within agreed timeframes following conclusion of all necessary agreements with the President of CAR, remunerate the "**Consultants**" and **President of CAR** as outlined in Article 8;

7.5 The "**Client**" shall act in good faith, be transparent and also make full disclosure that would help the "**Consultants**" in ensuring that the contract or business transaction, which the "**Client**" is interested in CAR, is successful.

## 8 Fees

8.1. Upon the successful signing of the AGREEMENT between GADE OIL AND GAS and the Government of CAR represented by the President, the "Client" shall disburse the fees of the "Consultants" and the "Influential Sources" as follows:

i. **President of CAR = \$200 000 (Two Hundred Thousand USD);**  
to be paid IMMEDIATELY upon signing the Agreement in Bangui, furthermore **President of CAR = \$1 000 000. 00 (One Million USD);** to be paid 7 days following signing

ii. **Presidential Advisor/Chief Counselor of CAR = \$200 000 (Two Hundred Thousand USD)** to be paid in 7 days following signing of the Agreement

iii. **KEMA HOLDINGS Pty LTD = \$200 000 (Two Hundred Thousand USD)**  
To be paid in 7 days following signing of the Agreement

iv. **OVERINE 291 CC = \$200 000 (Two Hundred Thousand USD)**  
To be paid in 7 days following signing of the Agreement

### 8.2. The rest of the amount due to be disbursed as follows:

v. **President of CAR = \$1 700 000. 00 (One Million Seven Hundred Thousand USD)**  
To be paid in 4 weeks after signing and completion of due diligence

vi. **Presidential Advisor/Chief Counselor of CAR = \$200 000 (Two Hundred Thousand USD)** To be paid in 4 weeks after signing and completion of due diligence

vii. **KEMA HOLDINGS Pty LTD = \$200 000 (Two Hundred Thousand USD)**  
To be paid in 4 weeks after signing and completion of due diligence

viii. **OVERINE 291 CC = \$200 000 (Two Hundred Thousand USD)**  
To be paid in 4 weeks after signing and completion of due diligence

8.3. In the event that **GADE OIL AND GAS** or any of its subsidiaries or associates, by virtue of the relationship and influence the **"Consultants"** and or their **"Influential Sources"** enjoy with the **President of CAR**, enter into a repetition business in future with the **"Government of CAR"**, a fee of **2,5 %** of the value of the transaction is due and payable to the **"Consultants"** and their **"Influential Sources"**.

8.10. It is the obligation of the **"Client"** to disclose such future transaction to the **"Consultants"** and **"Influential Sources"**.

## 9 Arbitration

9.1 Should the parties be unable to resolve any difference or dispute between them, the matter in dispute shall be referred to arbitration with the succeeding provisions:-

9.1.1 The arbitration proceedings shall be held on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice;

9.1.2 Each party to the dispute shall be entitled to be represented at such arbitration proceedings by its legal representatives and/or other expert or specialist retained by it;

9.1.3 The Arbitrator shall permit each party to adduce such evidence and

argument as the Arbitrator may consider to be relevant to the matter in dispute;

- 9.1.4 The Arbitrator shall be a person agreed between the parties or if they are unable within a period of 3 (three) days of either party having given notice to the other proposing an appointee or alternative appointees, then a person nominated by the President for the time being of THE LAW SOCIETY OF SOUTH AFRICA;
- 9.1.5 The decision of the Arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them;
- 9.1.6 Anything herein contained or implied shall not preclude any party from applying to Court for a temporary interdict or other relief of on urgent and temporary nature, pending the award of the Arbitrator hereunder;
- 9.1.7 The costs of and incidental to any such arbitration proceedings shall be in the discretion of the Arbitrator who shall be entitled to direct that they shall be taxed as between "Party and Party" or as between "Attorney and Client."

9.2 The provision of this clause shall be deemed to be severable from the remainder of this Agreement and shall remain binding and effective as between the parties notwithstanding that this Agreement may otherwise be cancelled or declared of no force and effect for any reason.

## **10 Changes**

10.1 Any changes to this contract should be made in writing.

## **11 Partial Invalidity**

11.1 The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.

## **12 Warranties**

- 12.1 Each Party shall take reasonable steps to ensure the safe custody and storage of all Information in its possession.
- 12.2 Each Party warrants that it shall not duplicate any Information or otherwise keep records of Information or part thereof, neither shall it amalgamate or otherwise merge any Information with any other information, except as is strictly necessary for the due completion of its obligations to the other Party, without the written consent of the other Party.
- 12.3 Each Party warrants that it shall, on the instruction of the other, destroy any Information in its possession immediately and that it shall give written notice that all Information has been destroyed should such be required.
- 12.4 Each Party warrants that it shall, on demand by the other or when such Information is no longer necessary for the fulfilment of its obligations to the other Party, deliver any such Information to such other Party.

### 13 Breach

13.1 Should a Party breach or otherwise be in default of any of its obligations under or in terms of this agreement and remain in default or fail to remedy such breach within 7 (seven) days of receipt of written notice calling upon it to do so, the other Party shall be entitled, but not obliged, in addition and without prejudice to any other rights which it may have or remedies which may be available to it, inter alia to cancel this agreement or any associated agreement, forthwith, with or without claiming damages or to obtain an order against such defaulting Party for specific performance with or without claiming damages.

### 14 Whole Agreement

14.1 This agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and save as otherwise provided herein, no amendment, alteration, addition, variation or cancellation shall be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorised representatives.

14.2 The Parties agree that no other conditions, warranties or representations, whether oral or written, and whether express or implied, whether by statute or otherwise, shall apply hereto.

### 15 Waiver

15.1 No waiver of any of the terms and conditions of this agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given.

15.2 No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege, preclude any other right, power or privilege.

### 16 Domicilium

The Parties choose as *domicilium citandi et executandi*, the following address:

**Party 1:**

**LUPHUMZO KEBENI**  
43 Wendtland Street  
Parow East  
CAPE TOWN  
8000

**Telephone Number:** +27 21 930 6201

**Fax Number:** +27 866 000 661

**E-Mail:** luphumzokebeni@live.co.za

**AND**



**Party 2:**

**EMMANUEL BABA ZUMA**

**Address:**

Address: 61 Palala Street  
Brackendowns Alberton, 1449

**Telephone Number:** +27.76 877 0152 /

**Fax Number:** + 27.78 949 6988

**Email:** emmanuelbaba.zuma@gmail.com

**AND**

**Party 3:**

**GADE OIL AND GAS LTD**

**Address:**

Suite 4, 12<sup>th</sup> Floor, The Forum  
2 Maude Street, Sandton 2196

**Telephone Number:** +27-11-784 8618

**Fax Number:** +27-11-784 8771

**Email:** iqbalsharma3@gmail.com

**Concluded by and between the Parties:**

**who warrant that: Party 1**

**Acceptance of Terms of Appointment**

I/we have read and accept the **Non Disclosure, Non Circumvention and Fee Protection Agreement** entered into between myself herein referred to as "**Consultant**" and **GEDA OIL AND GAS LTD** herein referred to as "Client".

**For KEMA HOLDINGS Pty LTD,**

signed in ..... on 08/10/2013

.....  
**Luphumzo Bulumko Kebeni**  
**CEO/DIRECTOR**

**who warrant that: Party 2**

**Acceptance of Terms of Appointment**

I/we have read and accept the **Non Disclosure, Non Circumvention and Fee Protection Agreement** entered into between myself herein referred to as "**Consultant**" and **GEDA OIL AND GAS LTD** herein referred to as "Client".



For OVERINE 291 CC

signed in ..... on 08/10/2013

.....  
**Emmanuel Baba Zuma**  
**Managing Member**

who warrant that: Party 3

**Acceptance of Terms of Appointment**

I/we have read and accept the **Non Disclosure, Non Circumvention and Fee Protection Agreement** entered into between myself herein referred to as "*Client*" and **KEMA HOLDINGS Pty LTD** represented by **LB Kebeni** and **Overine 291 CC** represented by **Emmanuel Baba Zuma** herein efered to as "*Consultants*".

For GEDA OIL AND GAS LIMITED

signed in SANDTON on 08/10/2013

  
.....  
**IQBAL MEER SHERMA (Director)**

