

# **BAE SYSTEMS plc**

## **POLICIES AND PROCEDURES FOR THE APPOINTMENT AND REMUNERATION OF SALES ADVISERS**

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Effective date: 1 July 2001

## Part A - Policy

### 1. Introduction

- 1.1 In common with most major exporters, we employ advisers in relation to our international business activities
  - to advise on business opportunities or the status of particular customers and local conditions;
  - to provide services in support of a negotiating team; and
  - generally to promote the goods and services, and to protect the good reputation of the Group throughout the world.
- 1.2 Our advisers are paid for the services they provide, usually by receiving a commission on sales of our products at a level which is proportionate to the services provided and commercially justifiable. Payment is normally made after we have been paid for the goods or services supplied and is always subject to applicable laws and regulations concerning payments to overseas destinations.
- 1.3 We will not tolerate bribery in the conduct of our business.
- 1.4 We want to ensure that our advisers observe the same high standards that we expect from our employees.
- 1.5 We must make sure that arrangements entered into with advisers are not used, and cannot be interpreted, as a vehicle to pay bribes for the purpose of improperly obtaining or retaining business or some other improper advantage for the Group.
- 1.6 We will follow the principles of the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions (the 'OECD Convention'). By adopting these principles across our operations world-wide, we are confirming our intention to do business in accordance with the best ethical practices
- 1.7 To help ensure this, in this document you will find:
  - information about our policy concerning the appointment and administration of advisers in all jurisdictions in which we do business;
  - details about who is responsible for appointing and administering arrangements with advisers; and
  - procedures to ensure that all arrangements made with advisers are fully compliant with the law and our policy.
- 1.8 The Group's US companies and their personnel, and other personnel whilst in the US, are subject to the US Foreign Corrupt Practices Act ('FCPA'). This law implements the requirements of the OECD Convention in the US. The responsibility for implementing this policy in the US has been delegated to the General Counsel of BAE SYSTEMS North America Inc. (the 'General Counsel'). He will issue any additional procedures for the US companies, which he may think necessary. Any such procedures will nevertheless reflect the intent of this policy to the maximum extent consistent with US requirements.

## 2 Meanings of words used in this policy

- 2.1 The term 'Adviser' means any independent intermediary, whose function is to promote, assist and support our sales and marketing efforts in relation to our international business activities. The expression includes persons or companies commonly described as sales advisers, agents, representatives or marketing consultants;
- 2.2 the term 'Foreign Official' means any person holding a legislative, administrative or judicial office of a foreign country, whether appointed or elected; any person exercising a public function for a foreign country, including for a public agency or public enterprise; and any official or agent of a public international organisation;
- 2.3 the term 'foreign country' includes all levels and subdivisions of government from national to local;
- 2.4 the term 'Group' means BAE SYSTEMS plc and any company which it controls;
- 2.5 the term 'warning sign' means an indication of any sort from which it can reasonably be inferred that any of our employees knows that a breach of the requirements of this policy will, or is substantially certain to, occur. Such a sign puts us on enquiry to ensure that no such breach will, or is likely to, occur. Examples of such signs are set out in Annex I;
- 2.6 the term 'Notifiable Appointment' means a proposal for the appointment of an Adviser in connection with the business of a US company within the Group, as identified in Annex F, and over which appointment the Referrals Committee has a right of review described in Annex F;
- 2.7 the term 'sponsoring executive' means, and is limited to, any executive of the Company authorised by the Referrals Committee to approve proposals to appoint Advisers in accordance with these policies, and shall include those senior executives of the Company set out in Annex A, subject in each case to their compliance with 3.4;
- 2.8 the term 'initiator' means, and is limited to, any sponsoring executive and any other executive of the Company nominated by a sponsoring executive, who, having complied with 3.4, initiates a proposal to appoint an Adviser.

## 3 Our policy

- 3.1 No one may offer or agree to offer, or instruct, help or encourage anyone else to offer or agree to offer any gift, payment or hospitality to an agent or employee of a customer or potential customer of the Group or to or for any Foreign Official in order to influence any such person improperly to obtain or retain any business or other improper advantage for the Group.
- 3.2 We will normally appoint an Adviser only if:
- the appointment is necessary to further our business;
  - the appointment relates to specific products, services or duties and is for a limited time;
  - the level of payment is appropriate and is commercially justifiable;

- proper enquiries have been made in accordance with this policy to ensure that any payment made to the Adviser, or by the Adviser to someone else, will comply with the requirements of this policy;
  - the intended Adviser is not himself a Foreign Official or acting on behalf of a Foreign Official;
  - the intended Adviser is not himself an employee or agent of a customer;
  - the payments to be made to the Adviser are, and will be, properly and accurately documented and recorded; and
  - the appointment has been approved by the Referrals Committee.
- 3.3 We will provide awareness training to all employees identified as being involved in the appointment and administration of Advisers so that they are fully aware of their and our obligations under this policy. Refresher training will be provided on a regular basis. If you are asked to attend awareness training, after completion of the session you will be asked to sign a Personal Confirmation form as set out at Annex G.
- 3.4 No one may initiate or approve a proposal to appoint an Adviser unless he or she has received awareness training in accordance with this policy and has signed the Personal Confirmation form. This certificate must be signed annually.
- 3.5 No one may make any commitment (whether oral or in writing) as to the financial or other terms of an agreement with a proposed Adviser until the making of such an agreement between the Adviser and the Group has been approved in accordance with this policy. Agreements with Advisers must be in a form approved by the Director, International Compliance or the Group's Legal department.
- 3.6 Advisers generally have no authority, and should not normally be given authority, to make commitments on behalf of the Group. In exceptional circumstances, the Vice President, Marketing Services may give such authority in terms agreed with the Director, International Compliance or the Group's Legal Department. No-one may provide any confirmation of the status or authority of an Adviser without the prior approval of the Vice President, Marketing Services.
- 3.7 If you think that any agreement or arrangement, or proposed agreement or arrangement is, or may be, contrary to the spirit or the letter of this policy, you must report the matter to the Director, International Compliance. If he thinks that this policy has been, or may be broken, he must investigate the matter.
- 3.8 If you do not comply with this policy, you will be subject to disciplinary action. In addition, by not complying, you may be breaking the criminal law of the United Kingdom, the United States or other countries.

#### **4 Responsibilities**

- 4.1 The initiator and the sponsoring executive are responsible for:
- identifying in detail the objectives to be set in appointing the Adviser and the services and deliverables required of the Adviser;
  - investigating the credentials of proposed Advisers to confirm capability to perform the services required;

- determining whether the Adviser's proposed services appear reasonably likely to achieve the objectives for which the Adviser is to be appointed in a manner consistent with this policy
  - selecting and recommending the appointment of preferred candidates;
  - monitoring and verifying the Adviser's achievement of the identified services and deliverables;
  - authorising the payment of expenses to Advisers; and
  - monitoring the situation in the Adviser's territory to identify any suggestion that the Adviser may be acting improperly.
- 4.2 The Vice President, Marketing Services is responsible for:
- investigating the credentials of proposed Advisers to confirm suitability to be appointed as an Adviser;
  - preparing and entering into the formal agreement with the Adviser;
  - providing instructions to HQ Finance to make payments to the Adviser in accordance with the agreement;
  - maintaining necessary records;
  - initiating renewal or termination of agreements with Advisers;
  - liaising with ECGD as described in 8 below; and
  - administering distribution agreements as described in 16 below.
- 4.3 HQ Finance is responsible for:
- making payment to Advisers;
  - liaising with business units to ensure that such payments are made at the appropriate time; and
  - maintaining necessary records of payments.
- 4.4 The Director, International Compliance is responsible in relation to companies other than US companies within the Group for:
- reviewing at his discretion, or upon request, and at any time, all matters relating to Advisers, to confirm compliance with this policy;
  - maintaining a register of signatories to Annex G, including expiry dates;
  - ensuring that appropriate awareness training is provided to everyone identified as being affected by this policy;
  - maintaining a record of the steps taken by way of training or otherwise to implement this policy;
  - advising employees about compliance with this policy;
  - investigating queries about a breach or possible breach of this policy;
  - advising the Group's senior management, as appropriate, of substantiated breaches of this policy and recommending corrective action;
  - reviewing and updating documents required by this policy in consultation with the Group's Legal department; and
  - recommending and implementing amendments to this policy as a result of changing legal requirements, industry best practice or breaches identified.
- 4.5 The Referrals Committee (described in Annex A) is responsible for:
- authorising sponsoring executives in accordance with this policy;
  - reviewing and approving proposals to make, renew or terminate appointments of Advisers, in accordance with this policy and in the light of such advice as they may request from the senior management of the Group;
  - reviewing Notifiable Appointments, as described in Annex F; and
  - approving the payment of contingent fees as described in 7 below.

- 4.6 Business units are responsible for:
- obtaining from the Vice President, Marketing Services, instructions as to the level of fees to be taken into account when making proposals to customers;
  - advising the Director, Financial Control or his nominee of the execution of relevant contracts and of receipt of payments under such contracts; and
  - identifying employees who require awareness training under this policy
- 4.7 The General Counsel is responsible for:
- implementing and maintaining a programme to ensure compliance with the FCPA by all US companies in the Group, including necessary awareness training;
  - fulfilling the role described in 4.4 in respect of the US companies within the Group;
  - the appointment and administration of all Advisers appointed by all US companies within the Group;
  - advising the Referrals Committee of any proposed Notifiable Appointments; and
  - providing Marketing Services with details of Adviser Agreements entered into by US companies within the Group.

## **5 Confidentiality**

- 5.1 We will treat information concerning Advisers and the terms of their appointments as strictly confidential. We will restrict access to such information to those staff within the Group who need to receive it in order to do their jobs. We will allow access by anyone else only in exceptional circumstances or in order to comply with legal requirements.

## **6 Joint venture companies**

- 6.1 Where a Group company holds an interest of 50% or less in a joint venture company ("JV"), the director(s) appointed to the board of the JV by the Group company will proceed in good faith to use their influence to the extent reasonable in the circumstances to cause the JV to adopt policies and procedures, equivalent in intent and effect to these policies and acceptable to the Group. A JV which is controlled by a Group company is required to comply with these policies and procedures.
- 6.2 If it has been agreed with a JV that we will appoint and administer Advisers on its behalf, the agreement with the JV must provide that any appointment will be made in compliance with this policy and that we will be reimbursed for any payments made to the Adviser immediately upon making the payment.

## **7 Contingent fees under FMS and FMF**

- 7.1 We will comply with the relevant US law and regulations in relation to any proposal to pay contingent fees in relation to contracts under US Foreign Military Sales and Foreign Military Funding initiatives. If we are permitted

to make such payments, we will obtain all necessary customer consents and observe all relevant financial limits.

- 7.2 The Referrals Committee and the Group Finance Director or his nominee must approve any proposal to pay contingent fees from unrelated company funds (where the regulations permit this).

## **8 ECGD**

- 8.1 Before making an application to ECGD for credit insurance cover in respect of any transaction, the relevant business unit must consult the Vice President, Marketing Services. He will be responsible for ensuring that all relevant information relating to Advisers connected with the transaction is made available to ECGD in an appropriate manner.
- 8.2 If you have any queries about completing the ECGD documentation, please contact the Vice President, Marketing Services, who will suggest an appropriate source of guidance.

## Part B - Procedures

### 9 Procedure for the appointment of Advisers

- 9.1 The initiator of a proposal to appoint an Adviser must:
- 9.1.1 undertake awareness training annually in accordance with this policy;
  - 9.1.2 sign the Personal Confirmation form set out at Annex G before initiating any proposal, and thereafter annually in order to retain authority to initiate the appointment of Advisers. The completed form is to be returned to the Director, International Compliance;
  - 9.1.3 agree with the appropriate sponsoring executive:
    - the purpose of the appointment; and
    - the detailed services and deliverables to be provided by the Adviser appointed;
  - 9.1.4 record the purpose, the detailed services and deliverables in the Adviser Proposal and Checklist, as set out in Annex B, together with the other information required;
  - 9.1.5 ensure that the candidate (or each candidate if more than one) completes fully the Application Form, as set out in Annex C, providing all necessary supporting documentation;
  - 9.1.6 evaluate the resources and capability of the candidate(s) to provide the services and deliverables identified;
  - 9.1.7 satisfy himself, either directly with the candidate(s) or by separate enquiry, as to the accuracy of the information provided by the candidate(s);
  - 9.1.8 resolve any 'warning sign' issues identified and record in the Adviser Proposal and Checklist confirmation of such issues and the details of their resolution;
  - 9.1.9 where appropriate, and in conjunction with the relevant sponsoring executive, select the preferred candidate;
  - 9.1.10 complete and sign the Adviser Proposal and Checklist;
  - 9.1.11 forward to the sponsoring executive the completed Application Form and supporting documentation in relation to the successful candidate, together with the signed Adviser Proposal and Checklist (the 'Information Pack');
  - 9.1.12 include in the Information Pack a file note summarising the reasons for selecting the successful candidate and for rejecting unsuccessful candidates, and notify unsuccessful candidates (if any) of rejection; and

- 9.1.13 if notified that the proposed appointment has not been approved by the Referrals Committee, advise the candidate accordingly.
- 9.2 The sponsoring executive must:
- 9.2.1 undertake awareness training annually in accordance with this policy;
  - 9.2.2 sign the Personal Confirmation form set out at Annex G before sponsoring any proposal, and thereafter annually in order to retain authority to sponsor the appointment of Advisers. The completed form is to be returned to the Director, International Compliance;
  - 9.2.3 review the Information Pack provided by the initiator in accordance with 9.1.11, including the resolution of any 'warning sign' issues;
  - 9.2.4 undertake any further investigation that he may consider necessary to satisfy himself that the services to be rendered by the Adviser are reasonably likely to achieve the objectives set for the Adviser and that the Adviser has the capability and intention to render the services and deliverables required of him in a manner fully in accordance with this policy;
  - 9.2.5 if so satisfied, countersign the Adviser Proposal and Checklist;
  - 9.2.6 forward the Information Pack to the Vice President, Marketing Services; and
  - 9.2.7 investigate and resolve any instances of non-compliance brought to his attention by the Director, International Compliance.
- 9.3 The Vice President, Marketing Services has responsibility for managing the process of ensuring that all arrangements with Advisers are properly regulated and recorded. The Vice President, Marketing Services must:
- 9.3.1 review the Information Pack to satisfy himself:
    - that any 'warning sign' issues identified in the Information Pack or which come to light during his review have been resolved fully;
    - that the proposed arrangement is in accordance with the requirements of this policy; and
    - that the proposed arrangement will not give rise to any conflict with any other similar arrangement with another Adviser;
  - 9.3.2 undertake all enquiries necessary to satisfy himself that the Adviser is suitable to undertake the role. These may include:
    - media searches;
    - bank and commercial references;
    - embassy and consular references; and
    - taking advice from local lawyers;
  - 9.3.3 only if so satisfied, present the proposed appointment of the Adviser to the Referrals Committee for approval;
  - 9.3.4 notify the Director, International Compliance of any concerns relevant to the proposed appointment;

- 9.3.5 upon receipt of approval for the appointment of the Adviser (if given), prepare two originals of an Adviser Agreement in our standard form, incorporating the detailed services and deliverables required of the Adviser as stated in the Adviser Proposal and Checklist;
  - 9.3.6 obtain signature of the Adviser Agreement;
  - 9.3.7 prepare and forward to HQ Finance a datasheet, as set out in Annex D, to authorise payment as appropriate to Advisers; and
  - 9.3.8 if approval of the proposed appointment is not given, notify the initiator accordingly.
- 9.4 The Director, International Compliance must:
- 9.4.1 undertake at his discretion, and upon request, reviews of all matters relating to Advisers in order to satisfy himself that the appointment of Advisers is in compliance with this policy;
  - 9.4.2 if so satisfied, confirm this as necessary to the Referrals Committee;
  - 9.4.3 if not so satisfied, refer the matter to the relevant sponsoring executive for investigation and resolution; and
  - 9.4.4 if the issue is not resolved to his satisfaction, advise the Referrals Committee accordingly, and if necessary, initiate termination of the appointment of the Adviser.
- 9.5 In relation to appointments of Advisers made by US companies within the Group, the General Counsel must:
- 9.5.1 establish and implement procedures equivalent to those set out in this policy to ensure that the proposed appointment of an Adviser will, if made, be in full compliance with US law;
  - 9.5.2 ensure that the relevant Regional Managing Director Marketing has been advised of the proposed appointment at an early stage and has raised no objection;
  - 9.5.3 confirm to the Referrals Committee upon request that appointments are in compliance with this policy and with US law; and
  - 9.5.4 in the case of Notifiable Appointments, forward a copy of the relevant proposal form and supporting documentation to the Vice President, Marketing Services, as Secretary to the Referrals Committee.
- 9.6 The Referrals Committee shall:
- in the case of a proposal submitted to it under 9.3.3,
    - approve, or
    - approve conditionally, or
    - reject the proposal; and

- in the case of a Notifiable Appointment, have the right of review described in Annex F.

9.7 If a proposal to appoint an Adviser or a Notifiable Appointment is received which is too urgent to await the next meeting of the Referrals Committee the Vice President, Marketing Services may, on an ex-committee basis, obtain the written approval (or confirmation of satisfactory review, as the case may be) of three members of the Referrals Committee, including at least two of the Chairman of the Committee, the Group Marketing Director and the relevant Regional Managing Director.

9.8 If an ex-committee proposal under 9.7 involves any payment which is not to be funded by a contract with a customer and pro-rata to receipts from the customer, the Vice President, Marketing Services must, in addition, obtain the approval of the EVP Marketing Operations and the Director, Financial Control. All ex-committee approvals must be reported to the next meeting of the Referrals Committee.

## 10 Procedures post-appointment

10.1 During the term of the Adviser Agreement, the initiator and the relevant sponsoring executive must:

10.1.1 monitor the performance by the Adviser of his duties and verify regularly that the services and any deliverables required to be provided by the Adviser are in accordance with the terms of the Adviser Agreement and commensurate with the fees paid or to be paid to the Adviser;

10.1.2 monitor events and circumstances in the relevant territory to identify and investigate any indications that the Adviser may be involved in activities which might constitute a breach of the terms of the Adviser Agreement; and

10.1.3 approve in advance the incurring of expenses by the Adviser in the performance of his services, if the Adviser Agreement provides for such expenses to be reimbursed in addition to other fees.

In addition, the sponsoring executive must check the Adviser's claims for repayment of approved expenses against receipts or other supporting documentation provided by the Adviser; and if satisfied that they have been properly incurred, authorise repayment of such expenses by signing the Adviser's invoice - no claim will be accepted for repayment if not submitted in this manner.

10.2 During the term of the Adviser Agreement, the Vice President, Marketing Services must:

10.2.1 retain the signed original Adviser Agreement held by the Group for safe keeping;

10.2.2 send a copy of the Data Sheet set out at Annex D to the HQ Finance Manager (or his equivalent);

- 10.2.3 review expense claims made by Advisers for compliance with the terms of the Adviser Agreement and with any financial limits on reimbursement, and if appropriate, approve payment;
  - 10.2.4 initiate consideration of renewal or termination of the Adviser Agreement not less than three months prior to the expiry date of the Adviser Agreement;
  - 10.2.5 draw the attention of the Referrals Committee to any matter which he considers appropriate; and
  - 10.2.6 keep a register of all Advisers appointed by the Group.
- 10.3 During the term of the Adviser Agreement, the Director, International Compliance must:
- 10.3.1 at his discretion, and upon request, review matters relating to the appointment and performance of Advisers in order to satisfy himself that all such matters are in compliance with this policy; and
  - 10.3.2 provide awareness training in accordance with this policy.
- 10.4 In relation to appointments made by US companies within the Group, the General Counsel must:
- 10.4.1 retain originals of agreements signed on behalf of BAE SYSTEMS North America
  - 10.4.2 maintain a register of all Adviser Agreements signed on behalf of BAE SYSTEMS North America and forward to the Vice President, Marketing Services every quarter a list of all appointments made (other than Notifiable Appointments)
  - 10.4.3 forward to the Vice President, Marketing Services, a copy of all agreements which relate to Notifiable Appointments.

## **11 Amendment, renewal and termination of appointments**

- 11.1 When during the term of an Adviser Agreement, the need for an amendment to the terms of the agreement (for example, to amend the products in relation to which the Adviser's services are provided) is identified, the initiator must:
- 11.1.1 complete an Adviser Amendment/Renewal form as set out in Annex H;
  - 11.1.2 obtain written confirmation from the Adviser that none of the information previously provided by the Adviser in relation to his business and contacts has changed since it was provided, or, if it has changed, details of the changes; and
  - 11.1.3 forward the Adviser Amendment/Renewal form to the sponsoring executive for review and approval.

- 11.2 Upon notification of the impending expiry of an Adviser Agreement, and in the event that renewal of the agreement is desired, the initiator of the proposal to re-appoint the Adviser must:
  - 11.2.1 complete an Adviser Amendment/Renewal form; and
  - 11.2.2 submit the proposal for renewal to the sponsoring executive in accordance with the procedures set out in 9.1.
- 11.3 The sponsoring executive, the Vice President, Marketing Services and the Director, International Compliance will each follow the procedures set out in 9.2, 9.3 and 9.4 respectively insofar as they are relevant to the proposed amendment or renewal, as the case may be.
- 11.4 You must advise the Director, International Compliance immediately if you become aware of any circumstances concerning the provision of services by an Adviser, which may constitute a breach of the terms of the Adviser Agreement or the terms of this policy. The Director, International Compliance must investigate and, if the existence of a breach is confirmed, notify the Vice President, Marketing Services and the relevant sponsoring executive, who must take immediate steps in close consultation with the Group Legal department, to cause the Adviser to remedy such breach or if the case requires, terminate the appointment of the Adviser.

## **12 Form and signature of Adviser Agreements**

- 12.1 The Group's standard form agreement as from time to time approved by the Group's Legal Department must be used to appoint Advisers.
- 12.2 The Referrals Committee may delegate to a business unit the responsibility for executing, but not preparing or approving, agreements and amendments to agreements, if this is appropriate for a particular transaction or business area. Any such delegation shall be recorded in writing. Except where so delegated and in the case of agreements relating to US companies within the Group, agreements will be signed on behalf of the Group by the Vice President, Marketing Services or his deputy and by a duly authorised representative of the Adviser.
- 12.3 The General Counsel will determine how, by whom and in what form, agreements entered into by US companies within the Group are to be signed.

## **13 Basis of payment to Advisers**

- 13.1 Save as provided below, we will normally pay Advisers for their services by means of a fee calculated by reference to the net contract price of the product we have sold to our customer and which is commensurate with the level of services provided. We will make payment when we have ourselves received payment from our customer under the relevant sales contract.
- 13.2 If the Adviser is appointed to provide general marketing advisory services or is appointed in relation to a particular sales prospect, where it is not

appropriate to pay a fee related to the net contract price, we may choose to pay the Adviser on a retainer basis.

- 13.3 When making proposals to customers, business units must check with the Vice President, Marketing Services whether fees will become payable to an Adviser in relation to any contract resulting from such proposal. The Vice President, Marketing Services will advise accordingly using the Levy form set out at Annex E, and the business unit must ensure that all necessary steps are taken to recover any fees payable to the Adviser within the contract price. The business unit shall nominate a limited number of personnel for this task.

## **14 Payment of fees to Advisers**

- 14.1 Each business unit shall be responsible for informing HQ Finance, in a timely manner, of the entry into effect of all contracts for which a Levy form has been completed and of all receipts from customers from which fees are payable. The business unit shall nominate a limited number of personnel for this task.
- 14.2 The Director, Financial Control or his nominee is responsible for making payment to Advisers in accordance with the terms of the agreement.
- 14.3 The Referrals Committee may delegate authority to a business unit to make payments to an Adviser if this is appropriate for a particular business area or transaction.
- 14.4 The Director, Financial Control or his nominee will pay fees to Advisers only if he is in possession of a Data Sheet (approved by the Vice President, Marketing Services or his deputy) showing details of payments to be made under the agreement. The Data Sheet will indicate the proportion (if any) of each payment that relates to a given business unit.
- 14.5 The Director, Financial Control or his nominee shall make arrangements for charging such payment to the relevant business unit. Where delegation has been made in accordance with 14.3 above, the Data Sheet shall be sent to the business unit Finance Director who will be responsible for making payment accordingly.
- 14.6 The Chief Financial Officer of BAE SYSTEMS North America is responsible for determining the processes to be followed in making payment to Advisers appointed by US companies within the Group.
- 14.7 At the end of each half year and calendar year, the Director, Financial Control shall send a cumulative report to the Group Finance Director of payments made to Advisers during the period. The Chief Financial Officer of BAE SYSTEMS North America shall send a similar report to the Group Finance Director in respect of all payments made to any Adviser appointed by any US company within the Group.
- 14.8 The Vice President, Marketing Services and the Group Finance Director (or his nominee) shall co-ordinate reports of payments and will submit to the Chairman of the Referrals Committee a single return listing all payments made to each Adviser (personally or through any company owned or controlled by him):

- in excess of £50,000 (or its equivalent in other currencies) in the case of single payments; or
- in excess of £100,000 (or its equivalent in other currencies) if more than one payment has been made.

14.9 The Group Finance Director shall decide who may authorise the Group's bankers to make payments to Advisers.

## **15 Employee awareness and confirmation**

15.1 The Director, International Compliance shall:

- implement a programme of awareness training, including regular refresher training, for all relevant employees to ensure that they understand their obligations under the law and this policy;
- maintain records of attendance at such training; and
- provide information to assist Advisers in their understanding of their obligations under this policy.

15.2 Each business unit and function must identify employees who require awareness training under this policy and ensure that they attend appropriate training programmes.

15.3 Each employee must complete the Personal Confirmation form, as set out in Annex G after completion of awareness training.

## **16 Appointment of distributors**

16.1 We will apply the same procedures to the appointment of distributors as we do to the appointment of Advisers. In some cases, it will be appropriate for an Adviser to be appointed also as a distributor.

16.2 The assessment and acceptance of the commercial risk inherent in any appointment of a distributor will be a matter for the business unit making the proposal, in accordance with the provisions of the Operational Framework.

16.3 Where the proposed distributor is also an existing or proposed Adviser in respect of our business, the proposal relating to the Adviser's activities must make clear that a distribution arrangement is also intended and identify the products affected.

16.4 After approval of the proposed distributorship in accordance with this policy, the existing agreement with the Adviser will be amended to reflect agreement in principle that the Adviser may act as a distributor for certain products. Unless otherwise agreed, Marketing Services will be responsible for putting into place an approved form of distribution agreement with the Adviser in question, in addition to the Adviser Agreement, upon terms determined by the business unit.

16.5 Where the proposed distributor is not an existing or proposed Adviser, the relevant business unit shall be responsible, upon receiving approval for the appointment, for putting into place an appropriate agreement. Any such

agreement shall be based upon the Group's standard form agreement, and the applicable terms shall be duly authorised by the unit's own legal, financial, and commercial management. Any such agreement shall be forwarded to the Vice President Marketing Services for signature.

## **17 Guidance**

- 17.1 If you have any questions concerning these policies and procedures and their implementation, please contact the Vice President, Marketing Services, the Director, International Compliance or the Group's Legal Department.
- 17.2 If you would like to read the full text of the OECD Convention, a copy can be obtained from the Director, International Compliance.
- 17.3 Information concerning related policies of the Group can be found in:
- the Group's Operational Framework
  - (in relation to the US) BAE SYSTEMS North America Management Policies
    - number 208 'Authorisation and Processing of International Representative and Consultant Agreements';
    - number 210 'Foreign Corrupt Practices Act';
    - number 211 'Co-ordination of International Business Activity'; and
    - number 212 'Conduct of International Business'.

## Annex A

### The Referrals Committee

1. The members of the committee will be:
  - the Group Marketing Director
  - the Regional Managing Director(s), Marketing
  - the Deputy Legal Director (International) (who shall be the Chairman of the Committee)
  - the Vice President Marketing Services (who shall be the Secretary to the Committee)
  - the Director, Marketing Services
  - the Director, Financial Control
  - the EVP, Marketing Operations
  - any other executive invited by the committee to attend
2. The committee shall meet at such intervals as shall be required for the convenient transaction of its business, and in normal circumstances no less frequently than every two months.
3. The Referrals Committee shall from time to time authorise senior executives of the Group to act as sponsoring executives in addition to those set out below. The Secretary to the Committee shall record all such authorisations in the minutes of the Committee.

The following are authorised, subject to their compliance with 3.4, to act as sponsoring executives:

the Group Marketing Director  
the Regional Managing Directors.

**Annex B - Adviser Proposal and Checklist**

1. Territory or territories proposed to be covered by Adviser

2. Customer(s) to be covered by Adviser

3. End-user of products / services if not the customer listed above

4. The specific products and services of the Group (or other description of the Group's activities) in respect of which the Adviser's services are sought (n.b. a generic description or product list is insufficient)

5. A statement of the objectives for which the Adviser is to be appointed

6. Full description of the services to be provided by the Adviser

7. Full description of the deliverables to be provided by the Adviser

8. Say why the Adviser's services are needed, how they are likely to achieve the objectives set for the Adviser and detail the relevant capability of the Adviser to provide the services

9. Say how the proper performance of the services will be verified

10. Period of proposed appointment - 1 year unless justification for an extension to 2 years is given

11. Name, address, telephone, fax, email address of proposed Adviser

12. Name of contact with Adviser

13. How long have you known the Adviser?

14. How did the Adviser come to your attention as a candidate for appointment?

15. Proposed remuneration - basis e.g. retainer / success fee and amount per product or service

16. Terms of payment of remuneration, and any conditions e.g. return of guarantees

17. In the case of a retainer, how many days / hours a month do you expect the Adviser to do work for BAE SYSTEMS? If it is not possible to state this, describe fully the basis for determining that the proposed retainer is appropriate.

18. Expenses - included in fee or paid in addition? Estimate annual amount.

19. Estimated value of likely contracts to be achieved with assistance of Adviser

20. Have you confirmed that the remuneration proposed is commensurate with the services to be provided and that it is not substantially different when compared with fees paid by other companies for similar services in the territory?

21. Do you intend to seek the appointment of any other Adviser in relation to the business in question?

22. Have all necessary BU / management approvals been obtained?

23. Do you know of any conflicts or potential conflicts - with other Advisers; with laws of territory; with terms of contract; with other element of the company; with other companies / products in respect of which the Adviser acts?

24. Warning signs - give details of any identified and of their resolution

25. Documents forwarded with this Adviser Proposal and Checklist e.g. company statutes / memorandum / articles / registration certificate / annual accounts for last 3 years

26. Any other relevant information pertaining to the proposed appointment

**Certification by initiator:**

- a) I have made all enquiries required by the Policy as to the bona fides and capability of the proposed Adviser and am satisfied that the Adviser is qualified, and a fit and proper person (or organisation), to perform the services and provide the deliverables set out above.
- b) I am satisfied that the nature of the Adviser's services is such that they are reasonably likely to achieve the objectives for which the Adviser is being appointed in a manner consistent with this policy
- c) I have no reason to believe that the Adviser intends to act in any way that contravenes the Policy.
- d) I have recorded details of any 'warning sign' issues identified in the course of my enquiries and am satisfied that they have been resolved appropriately.
- e) I recommend the appointment of the Adviser

Signed: ..... Date: .....

Job title: .....

**Certification by sponsoring executive**

- a) I have reviewed this Adviser Proposal and have made all additional enquiries necessary to satisfy myself as to the initiator's analysis of the bona fides and capability of the Adviser.
- b) I am satisfied that the nature of the Adviser's services is such that they are reasonably likely to achieve the objectives for which the Adviser is being appointed in a manner consistent with this policy
- c) I have no reason to believe that the Adviser intends to act in any way that contravenes the Policy.
- d) I recommend the appointment of the Adviser.

Signed: ..... Date: .....

Job title: .....

**Annex C - Application form**

1.	Name of entity / individual		
2.	Address		
3.	Telephone	Fax	Email
4.	Contact name		
5.	Type of organisation:	Individual acting personally	Sole trader
		Partnership	Corporation
		Other (describe)	
6.	Country of incorporation / registration	Registered number	
	Registered address (if different from 2.)		
7.	Passport number (if individual)		
8.	Bank account details for remittances (if not in Territory or in country where the Adviser is registered or domiciled, give full reasons why)		
9.	Address for correspondence (if different from 2.)		
10.	Date entity was established		

11. Describe in detail the services the Adviser is able to provide (with supporting documents where appropriate)

12. State the nature and history of the Adviser's business, identifying in particular

- other companies or organisations for which the Adviser is the distributor, agent or representative or for which the Adviser provides any service comparable with the services proposed in this application form;
- the capabilities and expertise of the Adviser which are relevant to the appointment
- the technical and other facilities available from the Adviser
- the number of employees

13. Individuals within the Adviser's organisation who will be involved in the performance of the Adviser's services and their qualifications so to do.

Name	Title	Experience / qualifications

14. List any branch offices or subsidiary organisations of the Adviser

15. Has the Adviser had any previous relationship with BAE SYSTEMS or any of its predecessor or affiliated companies?

NO YES - full details set out below



22. Has the Adviser, any former or associated organisation of the Adviser, any present or former owner, officer or employee of the Adviser or of any former or associated organisation of the Adviser been charged with any criminal act, or been the subject of any allegation or investigation of fraud, bribery or other corrupt activity, or been suspended from doing business in connection with any such matters?

NO

YES - full details set out below

23. References - financial and business (at least 3)

Name	Company / bank	Contact details	Length of relationship
------	----------------	-----------------	------------------------

24. Any other comments in relation to the desired appointment

In consideration of your entering into an Adviser Agreement with the Adviser named below, I hereby make the following declarations, statements, representations and promises:

- a) I make this declaration as owner, duly authorised director, officer or employee of the Adviser named below, or in my personal capacity as the Adviser named below
- b) The information I have provided is true to the best of my knowledge. I understand that you will rely on this information in deciding whether to enter into any contractual agreement with the Adviser named below. I consent to your making such enquiries as you may consider necessary to verify this information and to your processing and storing such information in any manner you consider appropriate.
- c) I agree that you may terminate any such agreement immediately and without compensation and may recover from the Adviser named below any and all monies previously paid under such contractual agreement if any information provided by or for the Adviser named below is false, inaccurate or misleading, or if the Adviser breaches any obligation in such agreement to which this sanction applies
- d) I have received, read and understand BAE SYSTEMS' Briefing Note for Advisers
- e) I and the Adviser named below will comply fully with BAE SYSTEMS' policy (the 'Policy'), set out in the Briefing Note for Advisers and with all applicable laws.
- f) Neither I nor the Adviser named below will bribe or attempt to bribe or seek any improper advantage from, nor ask anyone on my or our behalf to bribe, attempt to bribe or seek any improper advantage from a Foreign Official

- g) I will report promptly any breach or possible breach of which I may become aware, of the provisions of the Policy or of any law, whether enacted pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or otherwise concerning bribery and corrupt practices (and including the US Foreign Corrupt Practices Act), to BAE SYSTEMS plc's Director, International Compliance

Signed: .....

Name in capitals: .....

Name of Adviser:  
(if different) .....

Date: .....

**Annex D- Finance Data Sheet**

**FINANCE DATA SHEET - ADVISERS**

NAME OF CONSULTANT:

TERRITORY:

RETAINER:

FEES:

**AGREEMENT DETAILS**

Dated:

Effective:

Expiry date:

**BANKING INSTRUCTIONS**

Method of payment:

Payee/Account name:

Account number:

Bank name & address:

ANY OTHER RELEVANT INFORMATION:

Signed ..... Date .....  
VICE-PRESIDENT - MARKETING SERVICES

Distribution: Finance Manager, Marketing Services



**Annex E- Levy form**

**Request for HQ Levy – Contract Bids**

REF:

To:

Date of Request:

Country:

Product:

Customer:

Value of Bid:

Total:

Terms:

Signed:

Date:

## Annex F - Notifiable Appointments

A Notifiable Appointment is any appointment of an Adviser made by or on behalf of any US business within the Group and which is identified as such in the table set out below.

Circumstances of appointment of adviser	Procedure to be followed	Notifiable Appointment?
<b>By North America.</b>		
In relation to domestic US business and with a maximum retainer fee in aggregate per annum of \$50,000 or less	- Agreement in form approved by General Counsel - daily rate agreements must specify a maximum number of days	No
In relation to domestic US business and with a maximum retainer fee in aggregate per annum exceeding \$50,000	- as above	Yes
In relation to export business from US	- as above - administered by North America in US - copy of signed agreement to be forwarded to Marketing Services	Yes
<b>Other than by North America.</b>		
By non-US element of the Group, in relation to business in the US or for FMS/FMF	- Agreement requires confirmation of General Counsel that it complies with FCPA / lobbying etc requirements - process managed by Marketing Services	Not applicable

The Referrals Committee has the right of review over any Notifiable Appointment if, for example, it considers that the business case for the appointment is insufficiently compelling, or that the proposed appointment may conflict with another appointment made by or on behalf of the Group. The Referrals Committee shall make no independent determination as to the compliance or otherwise of the Notifiable Appointment with US law, and in particular the FCPA, and will rely upon the advice of the General Counsel in this regard.

### Notes:

1. Any arrangement which, under FMS / FMF, may require the allocation of unrelated funds, must be signed off by the business unit MD and will constitute automatically a Notifiable Appointment.
2. Certain arrangements for technical consultancy in the US may require approval under this process, and should be proposed as an arrangement to which the Notifiable Appointment status applies.

**Annex G - Personal Confirmation**

- a) I have received awareness training about the Group's Policy and Procedures for the Appointment and Remuneration of Sales Advisers (the 'Policy') and have received a copy of the Policy
- b) I am aware that a breach of its provisions may render me liable to disciplinary action and to sanctions under criminal law
- c) I will comply fully with the provisions of the Policy
- d) I will report promptly any breach or possible breach of the provisions of the Policy, of which I may become aware, to the Group's Director, International Compliance
- e) I understand that, if I am an initiator or sponsoring executive as described in the Policy, my authority to initiate or sponsor the appointment of Advisers will be valid from the date on which I sign this form until the end of the month one calendar year after that date and that I may not thereafter initiate or sponsor the appointment of Advisers until I have undertaken such refresher training as may be required under the Policy and have signed a further Personal Confirmation form.

Signed: .....

Name in capitals: .....

Date: .....

Contact address: .....

.....  
.....  
.....  
.....  
.....

When completed, this form must be returned to the Group's Director, International Compliance, c/o Group Legal Department, Farnborough

**Annex H - Adviser Amendment/Renewal form**

1. Territory

2. Name and address of Adviser

3. Proposed amendment(s)

- Extension of term of agreement only (i.e. renewal); or
- Specific services to be provided by the Adviser
- Deliverables to be provided by the Adviser
- Remuneration - basis e.g. retainer / success fee and amount per product / service
- Terms of payment of remuneration, and any conditions e.g. return of guarantees
- Expenses - included in fee or paid in addition? Estimate annual amount.

4. Have you confirmed that the remuneration proposed remains commensurate with the services to be provided and that it is not substantially different when compared with fees paid by others for similar services in the territory?

5. Have you confirmed that the Adviser has performed the services required under the existing Agreement in accordance with the Policy and that you have no reason to believe that the Adviser has violated the Policy in performing the services?

6. Have you confirmed that any expenses paid have been approved in accordance with the Policy?

7. Have all necessary BU / management approvals been obtained?

8. Do you know of any conflicts or potential conflicts - with other Advisers; with laws of territory; with terms of contract; with other element of the company; with other companies / products in respect of which the Adviser acts?

9. Warning signs - give details of any identified and of their resolution

10. Documents forwarded with this Adviser Amendment/Renewal form e.g. company statutes / memorandum / articles / registration certificate / annual accounts (only required if changed since last submitted)

11. Any other relevant information pertaining to the proposed amendment / renewal

**Certification by initiator:**

- a) I have made all enquiries required by the Policy as to the bona fides and capability of the proposed Adviser and am satisfied that the Adviser is qualified, and a fit and proper person (or organisation), to perform the services and provide the deliverables set out above
- b) I have no reason to believe that the Adviser has breached the Policy in the performance of the existing Agreement or that he intends to act in any way that contravenes the Policy if the Agreement is amended or renewed
- c) I have recorded details of any warning signs identified in the course of my enquiries and am satisfied that they have been resolved appropriately
- d) I recommend the appointment of the Adviser on the amended basis set out above.

Signed: ..... Date: .....

Job title: .....

**Certification by sponsoring executive**

- a) I have reviewed this Adviser Proposal Amendment and have made all additional enquiries necessary to satisfy myself as to the initiator's analysis set out above
- b) I have no reason to believe that the Adviser has breached the Policy in the performance of the existing Agreement or that he intends to act in any way that contravenes the Policy if the Agreement is amended or renewed
- c) I recommend the amendment of the terms of the appointment of the Adviser to reflect the above proposals.

Signed: ..... Date: .....

### Annex I – Warning signs

The following are examples only of circumstances which may require us to take particular care over the appointment of an Adviser, and to ask more questions in order to ensure that no breach of this Policy occurs, or is likely to occur. The list is not comprehensive - any circumstances, which give rise to any doubt should be investigated thoroughly.

Country	the country has a history of widespread corruption or bribery, or breaches of anti-corruption legislation
Ties to government	the Adviser has family or business ties to a Foreign Official
Anonymity	the Adviser seeks to avoid disclosure of his identity
Recommendation	the Adviser is recommended to the Company by a Foreign Official
Statements made	if the Adviser has said that particular amounts of money will be needed to 'get the business', 'make arrangements' or used similar expressions
Size of payment or commission	if the Adviser asks for an amount substantially above the going rate in the country or requests a substantial amount up-front
Urgency	if the Adviser makes a request for an urgent additional payment immediately prior to the anticipated award of a contract
Method of payment	if the Adviser asks to be paid through some indirect means or in the name of a third party or in a third country or in cash
Adviser's location	if the Adviser is not located in the Territory

The following issues will be fatal to an application or continued relationship with an a adviser.

Refusal to certify	the Adviser refuses to certify compliance with this Policy and the anti-corruption legislation set out in it
Lack of capability	the Adviser lacks the staff, facilities or experience to perform the services required of him
Illegality	it is illegal under local law, or contrary to the terms of the contract with the customer, to appoint or use an agent, adviser or other intermediary
Details of activities	the Adviser refuses to provide full details of what he will do or to provide full reports of what he has done
Documentation	if the Adviser asks for the preparation or provision of inaccurate or false documentation

\*\*\*I 01\*\*\*

roduced on XFP System 111

Account No. 11272128  
CURRENT ACCOUNT  
US DOLLAR

Statement of Account  
Date 31 JUL 2001  
Sheet No. 9 X

RED DIAMOND TRADING LIMITED

Sort Code: 30-12-18  
CITY OFFICE (301218)

14/08 1218

Telephone: 020 7775 2400  
Facsimile: 020 7775 2642

COPY STATEMENT

LAST STMT DATE  
29 JUN 2001

Date	Your Reference	Our Reference	Value	DR	Amount	CR	O/D balances marked 0	Balance
	Narrative							17679.07 *
2001	FORWARD							
03JUL	ARG010	FT50748763341						
	CHARGES		04JUL01		28.51-			
03JUL	ARG010	FT50748763341						
	COPELINA SA		04JUL01		2320.15-			
03JUL	INTERNAL TRANSFER	FT50755229341						
	O/O BAE SYSTEMS PLC		03JUL01		200000.00			215330.41 *
10JUL	LTV004	FT50860991341						
	CHARGES		11JUL01		28.37-			
10JUL	LTV004	FT50860991341						
	CLISTON ENTERPRISES		11JUL01		18900.00-			196402.04 *
27JUL	INTERNAL TRANSFER	FT51153819341						
	O/O BAE SYSTEMS PLC		27JUL01		200000.00			396402.04 *
30JUL	CZE010 7/78	FT51171957341						
	CHARGES		31JUL01		21.48-			
30JUL	SOU026 7/102	FT51169544341						
	CHARGES		31JUL01		28.71-			
30JUL	CZE010 7/78	FT51171957341						
	FIDRA HOLDINGS LIMITED		31JUL01		21000.00-			
30JUL	SOU026 7/102	FT51169544341						
	COMMERCIAL INTERNATIONAL CORP LTD		31JUL01		200000.00-			175351.82 *
31JUL	VIE007	FT51197684341						
	CHARGES		01AUG01		28.76-			
31JUL	VIE007	FT51197684341						
	TRANSCARE ASIA PTE LTD		01AUG01		10707.84-			1641.5.22 *

31JUL VALUE DATE ADJUSTED BALANCE

175351.82 \*

\*\*\*J 01\*\*\*

SCC I-QTR NSU  
 WAIVED SUB 000 SET 7

H/L Y

0707770

045

CITY OFFICE (300002)  
 RED DIAMOND TRADING LIMITED

ACCOUNT NO  
 0707770

SHEET  
 045

Date	Particulars	Payments	Receipts	Balance	Ref
2000	OPENING BALANCE			8030018.67	
27SEP	FOREIGN FT046329738341 BRU034	2842527.26			9441
	FOREIGN FT046329795341 BRU033	682152.00			9441
	FOREIGN FT046329817341 BRU035	227156.62			9441
	FOREIGN FT046351678341 BRU036	2046456.00			9441
	FOREIGN FT046352078341 EURO35 9/118-119				9441
	ATS 578000.00 @ 22.6402	25529.81			
	FOREIGN FT046352056341 BRU037	682152.00			9441
	FOREIGN FT046352521341 SAU070 9/121	7000.00			9441
	FOREIGN FT046352805341 GRE043 9/120	1521.00			9441
	FOREIGN FT046353107341 BRU031	254768.00			9441
	FOREIGN FT046352985341 BRU038	682152.00		578603.98	9441
29SEP	OUR CHRG FT046405250341	15.00			9441
	FOREIGN FT046405250341				9441
	QAT024 9/123	6000.00		572588.98	
20CT	LLOYDSLINK SERVICE D/D LLINK - RDTL5917A	436.00			9021
	OUR CHRG FT046427419341	20.00			9441
	FOREIGN FT046427419341 SOU026	18750.00		553387.98	9441
	TOTAL PAYMENTS/RECEIPTS	9838564.03	9800000.00		

TOJRY CHAIN  
 CHADV  
 NO PREADV  
 23 PRENTS  
 3 CRENTS  
 CPI  
 1 AUTODR  
 S/O  
 VISACD  
 23 FREEDR  
 FREECR  
 LIMITE  
 EXPIRY  
 LTSB+ 1.00 DRRATE  
 0.00 DRINTE  
 DRPROD  
 FIXED 0.00 CRRATE  
 0.00 CRINTE  
 14410711 CRPROD  
 9243279 T/O  
 123279\* MINLBE  
 0.00 ADDSCE  
 0000000 ALT AC  
 005 000 TOR  
 NCA TOL  
 BOOKWO  
 03 M ODATE1  
 ODATE2  
 01SEP00 LASTST  
 02OCT00 ENTSTO  
 02OCT00 LASTOR  
 26SEP00 LASTCR  
 RI  
 1 ASC  
 17 CLASSN  
 CAT  
 507 0 COES  
 X STC  
 0.00 UBINTF  
 UBRATE

D 14

SCC 1-07P NSU  
 WAIVED SUB 000 SET 7

0707770

047

TODAY CHAIN

CHADV  
 NO PREADV  
 43 DRENTS  
 S CRENTS  
 CPI  
 1 AUTODR  
 S/O  
 VISACD  
 43 FREIDR  
 FREECP  
 LIMITS  
 EXPIRY  
 UTSS\* 1.00 DRRATE  
 0.00 DRINTE  
 DRPROD  
 FIXED 0.00 CRRATE  
 0.00 CRINTE  
 24987880 CRPROD  
 10415697 T/O  
 56378\* MINLBE  
 0.00 ADDSCF  
 0000000 ALT AC  
 005 000 TOR  
 NCA TOL  
 BOO: NO  
 03 M ODATE1  
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 02OCT00 LASTST  
 27OCT00 ENTSTO  
 27OCT00 LASTOR  
 26OCT00 LASTCR  
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 1 ASC  
 17 CLASSN  
 CAT  
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 STC  
 0.00 UBINTE  
 UBRATE

CITY OFFICE (300002)  
 RED DIAMOND TRADING LIMITED

ACCOUNT NO  
 0707770

SHEET  
 047 \*0

Date	Particulars	Payments	Receipts	Balance	POI
2000	OPENING BALANCE			756378.94	
13OCT	OUR CHRG FT046621690341	20.00			9441
	OUR CHRG FT046621700341	20.00			9441
	OUR CHRG FT046621736341	20.00			9441
	OUR CHRG FT046626766341	20.00			9441
	FOREIGN FT046621690341				9441
	INS072	305706.21			
	FOREIGN FT046621700341				9441
	INS073	284459.37			
	FOREIGN FT046621736341				9441
	BRU028	37300.57			
	FOREIGN FT046626766341				9441
	IND055	905.25		127927.54	
23OCT	OUR CHRG FT046748101341	15.00			9441
	FOREIGN FT046748101341				9441
	SAU070 10/61	4042.74		123869.80	
25OCT	OUR CHRG FT046790974341	15.00			9441
	FOREIGN FT046790974341				9441
	BRU015	512.89		123341.91	
26OCT	<b>BAE SYSTEMS PLC F/FLOW</b>		<b>1000000.00</b>		9370
	OUR CHRG FT046790652341	20.00			9441
	OUR CHRG FT046795597341	20.00			9441
	OUR CHRG FT046823143341	15.00			9441
	OUR CHRG FT046823166341	15.00			9441
	FOREIGN FT046790652341				9441
	HQM012				
	CHF 4352.40 @ 2.578	1688.29			
	FOREIGN FT046795597341				9441
	JOR026	13697.49			
	FOREIGN FT046823143341				9441
	SAU070 10/89	7000.00			
	FOREIGN FT046823166341				9441
	GRE043 10/81	1521.00		1092365.13	
27OCT	OUR CHRG FT046840751341	15.00			9441
	FOREIGN FT046840751341				9441
	SOU26 10/94	18750.00		1080500.13	

P 05

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 WAIVED SUB 000 SET 7

0707770

057

CITY OFFICE (300002)  
 RED DIAMOND TRADING LIMITED

ACCOUNT NO  
 0707770

SHEET  
 057 \*0

Date	Particulars	Payments	Receipts	Balance	Ref
2001	OPENING BALANCE			271498	23 *
30JAN	FOREIGN FT048266774341 SAU070 1/89	7000			9441
	FOREIGN FT048266931341 GRE043 1/76	1521		262977	23 *
31JAN	<b>BAE SYSTEMS PLC F/FLOW</b> OUR CHRGE FT048293945341	20	3500000		9370
	OUR CHRGE FT048295523341	15			9441
	FOREIGN FT048293945341 SOU026 1/93	18750			9441
	FOREIGN FT048295523341 POL010 1/98	22500		3721692	23 *
1FEB	DENNY INTERNATIONA F/FLOW	113692			9371
	OUR CHRGE FT048291871341	20			9441
	OUR CHRGE FT048292095341	20			9441
	OUR CHRGE FT048292159341	20			9441
	OUR CHRGE FT048292183341	20			9441
	OUR CHRGE FT048292241341	20			9441
	OUR CHRGE FT048292269341	20			9441
	OUR CHRGE FT048317956341	20			9441
	OUR CHRGE FT048317894341	20			9441
	OUR CHRGE FT048317770341	20			9441
	OUR CHRGE FT048317636341	20			9441
	FOREIGN FT048291871341 BRU034	947509			9441
	FOREIGN FT048292095341 BRU033	227384			9441
	FOREIGN FT048292159341 JOR026	115079			9441
	FOREIGN FT048292183341 BRU035	75718			9441
	FOREIGN FT048292241341 INS072	798			9441
	FOREIGN FT048292269341 INS073	743		2240566	61 *

TODAY CHAIN  
 CHADV  
 NO PREADV  
 47 DRENTS  
 6 CRENTS  
 CP1  
 2 AUTOOR  
 S/O  
 VISACD  
 50 FREEDR  
 FREECR  
 LIMITE  
 EXPIRY  
 LTSB+ 1.00 DRRATE  
 0.00 DRINTE  
 9441 DRPROD  
 FIXED 0.00 CRRATE  
 0.00 CRINTE  
 49712693 CRPROD  
 10753062 T/O  
 262977\* MINLBE  
 0.00 ADDSCF  
 0000000 ALT AC  
 005 000 TOR  
 NCA TOL  
 BOOKNO  
 03 M DCATE1  
 DDATE2  
 02JAN01 LASTST  
 31JAN01 ENTSTO  
 01FEB01 LASTOR  
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 1 ASC  
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E 15.

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 WAIVED SUB 000 SET 7

0707770

065

CITY OFFICE (300002)  
 RED DIAMOND TRADING LIMITED

ACCOUNT NO  
 0707770

SHEET  
 065 \*0

Date	Particulars	Payments	Receipts	Balance	Ref
2001	OPENING BALANCE			404896 27	*
12APR	OUR CHRG FT049469681341	20 00			9157
	FOREIGN FT049469681341				9157
	SAU070 4/36	133514 83		271361 44	*
17APR	BAE SYSTEMS PLC F/FLOW HQM010		1000000 00		9370
	OUR CHRG FT049487771341	20 00			9157
	FOREIGN FT049487771341	8333 34		1263008 10	*
19APR	OUR CHRG FT049488420341	20 00			9157
	FOREIGN FT049488420341				9157
	SAU072 4/37				
	SAR 5000000.00 @ 5.3802	929333 48		333654 62	*
26APR	OUR CHRG FT049662692341	15 00			9157
	OUR CHRG FT049662732341	15 00			9157
	FOREIGN FT049662692341				9157
	SAU070 4/97	7000 00			
	FOREIGN FT049662732341				9157
	GRE043 4/85	1629 00		324995 62	*
27APR	<b>BAE SYSTEMS PLC F/FLOW</b>		<b>500000 00</b>		9370
	OUR CHRG FT049641376341	20 00			9157
	OUR CHRG FT049681250341	15 00			9157
	OUR CHRG FT049681890341	20 00			9157
	FOREIGN FT049641376341				9157
	BRU015	4073 64			
	FOREIGN FT049681250341				9157
	SOU026 4/99	18750 00			
	FOREIGN FT049681890341				9157
	CHL045	233803 42		568013 56	*
30APR	LLOYDSLINK SERVICE D/D				9021
	LLINK - ROTL5917A	437 50			
	OUR CHRG FT049708476341	15 00			9157
	FOREIGN FT049708476341				9157
	MEAD73 4/92	4166 67		563394 39	*
1MAY	OUR CHRG FT049727066341	20 00			9157
	FOREIGN FT049727066341				9157
	VAR041 5/8	100000 00		463374 39	*

TODAY CHAIN  
 CHADV  
 NO PREADV  
 30 DRENTS  
 3 CRENTS  
 CPI  
 2 AUTODR  
 S/O  
 VISACD  
 31 FREEDR  
 FREECR  
 LIMITE  
 EXPIRY  
 LTSB+ 1.00 DRRATE  
 0.00 DRINTE  
 0.00 DRPROD  
 FIXED 0.00 CRRATE  
 0.00 CRINTE  
 18374020 CRPROD  
 2366869 T/O  
 77704\* MINLBE  
 0.00 ADDSCF  
 0000000 ALT AC  
 005 000 TOR  
 NCA TOL  
 BOOKNO  
 03 M DDATE1  
 DDATE2  
 02APR01 LASTST  
 02MAY01 ENTSTO  
 01MAY01 LASTDR  
 27APR01 LASTCR  
 R  
 1 ASC  
 17 CLASSN  
 507 CAT  
 0 CDES  
 X STC  
 0.00 UBINTE  
 UBRATE

P 12

SCC I-QTR NSU  
 WAIVED SUB 000 SET 7

0707770

078

CITY OFFICE (300002)  
 RED DIAMOND TRADING LIMITED

ACCOUNT NO  
 0707770

SHEET  
 078 \*0

Date	Particulars	Payments	Receipts	Balance	Ref
2001	OPENING BALANCE			260774.85	
20JULY	FOREIGN FT051034689341				9157
	SQU026 7/60	18750.00		262024.85	*
27JULY	OUR CHRG FT051150925341	15.00			9157
	OUR CHRG FT051150931341	15.00			9157
	OUR CHRG FT051151975341	15.00			9157
	OUR CHRG FT051151977341	15.00			9157
	FOREIGN FT051150925341				9157
	SAU070 7/97	7000.00			
	FOREIGN FT051150931341				9157
	GRE043 7/86	1629.00			
	FOREIGN FT051151975341				9157
	HQM012 7/115				
	CHF 10000.00 @ 2.4318	4112.18			
	FOREIGN FT051151977341				9157
	HQM012 7/114				
30JULY	CHF 4508.25 @ 2.4318	1853.87		247369.80	*
	LLOYDSLINK SERVICE D/O				9021
	LLINK - RDTL5917A	434.00		246935.80	*
31JULY	BAE SYSTEMS PLC F/FLOW		900000.00		9370
	OUR CHRG FT051198834341	15.00			9157
	OUR CHRG FT051198916341	20.00			9157
	FOREIGN FT051198834341				9157
	ME073 7/93	4166.67			
	FOREIGN FT051198916341				9157
	VAR041 7/107	100000.00		1042734.13	*
1AUG	OUR CHRG FT051206148341	20.00			9157
	OUR CHRG FT051209881341	20.00			9157
	OUR CHRG FT051220316341	20.00			9157
	OUR CHRG FT051221421341	20.00			9157
	OUR CHRG FT051220665341	20.00			9157
	OUR CHRG FT051220598341	20.00			9157
	FOREIGN FT051206148341				9157
	TUR023	550.05			
	FOREIGN FT051209881341				9157
	TUR024	442.17		1041621.91	*

TODAY CHAIN  
 CHADY  
 NO PREADY  
 59 DRENTS  
 6 CRENTS  
 CPI  
 AUTOOP  
 3.0  
 15RCD  
 6. FREEDP  
 FREEDP  
 LIMITE  
 EXPDPS  
 1758. 1.00 DEPRATE  
 0.00 DRINTF  
 DRPROD  
 FIXED 0.00 CRRATE  
 0.00 CRINTF  
 35137738 CPPROD  
 15238089 T/C  
 185930\* MINLBF  
 0.00 ADDSCF  
 000000 ALT AC  
 005 000 TOR  
 NCA TOL  
 BOOI NO  
 03 M DDATE1  
 DDATE2  
 02JLY01 LASTST  
 31JLY01 ENTSTO  
 01AUG01 LASTDR  
 31JLY01 LASTCR  
 RI  
 1 ASC  
 17 CLASSN  
 CAT  
 0 CODES  
 7 BTC  
 0.00 CBINTF  
 CBPRATE  
 Q 02

# Select Statement Sheets - 30000200707770

RED DIAMOND TRADING LIMITED  
 C/O TEXTRA HOLDINGS EST  
 AEULESTRASSE 5 PO BOX 83  
 FL-9490 VADUZ  
 LIÉCHTENSTEIN

Branch Name: CITY OFFICE (300002)

Sort Code: 300002  
 Account no: 00707770

Sheet: 87

Date issued: 02/11/2001

account statement

RED DIAMOND TRADING LIMITED

Date	Activity	Paid out	Paid in	Balance
16Oct01				552,765.26
16Oct01	OTH FOREIGN FT052449085341 BRU015	5,044.89		547,720.37
16Oct01	OTH FOREIGN FT052449120341 EGY039	1,519.66		546,200.71
16Oct01	OTH FOREIGN FT052465004341 SAU076	1,575.81		544,624.90
16Oct01	OTH FOREIGN FT052464908341 THA059	101,635.51		442,989.39
16Oct01	OTH FOREIGN FT052464678341 TUR024	32,084.40		410,904.99
17Oct01	OTH OUR CHRG FT052486258341	20.00		410,884.99
17Oct01	OTH OUR CHRG FT052486192341	15.00		410,869.99
17Oct01	OTH FOREIGN FT052486258341 VAR041	300,000.00		110,869.99
17Oct01	OTH FOREIGN FT052486192341 SOU026 9/147	18,750.00		92,119.99
19Oct01	D/D FIRSTLINK MANAGEME D/D ABU046 9/142	1,000.00		91,119.99
24Oct01	OTH OUR CHRG FT052602705341	20.00		91,099.99
24Oct01	OTH FOREIGN FT052602705341 THA059	22,908.70		68,191.29
30Oct01	BGC BAE SYSTEMS PLC F/FLOW		400,000.00	468,191.29
31Oct01	OTH OUR CHRG FT052686535341	20.00		468,171.29
31Oct01	OTH OUR CHRG FT052686592341	20.00		468,151.29
31Oct01	OTH OUR CHRG FT052708944341	20.00		468,131.29
31Oct01	OTH OUR CHRG FT052710290341	20.00		468,111.29
31Oct01	OTH OUR CHRG FT052710327341	20.00		468,091.29
31Oct01	OTH OUR CHRG FT052710328341	20.00		468,071.29
31Oct01	OTH OUR CHRG FT052710346341	20.00		468,051.29
31Oct01	OTH OUR CHRG FT052715970341	20.00		468,031.29
31Oct01	OTH OUR CHRG FT052724706341	20.00		468,011.29
31Oct01	OTH OUR CHRG FT052724988341	20.00		467,991.29
31Oct01	OTH OUR CHRG FT052723401341	20.00		467,971.29
31Oct01	OTH OUR CHRG FT052728966341	20.00		467,951.29
31Oct01	OTH OUR CHRG FT052738781341	15.00		467,936.29
	<b>TOTAL PAYMENTS/RECEIPTS:</b>	<b>484,828.97</b>	<b>400,000.00</b>	

BGC-Bank Giro Credit C/P-Cashpoint D/D-Direct Debit DIV-Dividend INT-Interest S/O-Standing Order TEL-Telephone Banking Transaction

## Select Statement Sheets - 30000200707770

RED DIAMOND TRADING LIMITED  
C/O TEXTRA HOLDINGS EST  
AEULESTRASSE 5 PO BOX 83  
FL-9490 VADUZ  
LIECHTENSTEIN

Branch Name: CITY OFFICE (300002)

Sort Code: 300002  
Account no: 00707770

Sheet: 96

Date issued: 01/02/2002

account statement

RED DIAMOND TRADING LIMITED

Date	Activity	Paid out	Paid in	Balance
16Jan02				1,690,685.40
16Jan02	OTH OUR CHRGE FT053987348341	20.00		1,690,665.40
16Jan02	OTH OUR CHRGE FT053987278341	20.00		1,690,645.40
16Jan02	OTH OUR CHRGE FT053989581341	20.00		1,690,625.40
16Jan02	OTH OUR CHRGE FT053989526341	20.00		1,690,605.40
16Jan02	OTH FOREIGN FT053972074341 BRU034	473,754.54		1,216,850.86
16Jan02	OTH FOREIGN FT053972109341 GRE042	195,477.52		1,021,373.34
16Jan02	OTH FOREIGN FT053972689341 BRU033	113,692.00		907,681.34
16Jan02	OTH FOREIGN FT053987603341 BRU036	341,076.00		566,605.34
16Jan02	OTH FOREIGN FT053987533341 BRU037	113,692.00		452,913.34
16Jan02	OTH FOREIGN FT053987348341 BRU038	113,692.00		339,221.34
16Jan02	OTH FOREIGN FT053987278341 BRU031	113,692.00		225,529.34
16Jan02	OTH FOREIGN FT053989581341 BRU035	37,859.44		187,669.90
16Jan02	OTH FOREIGN FT053989526341 BRU032	56,846.00		130,823.90
17Jan02	OTH OUR CHRGE FT054009356341	15.00		130,808.90
17Jan02	OTH OUR CHRGE FT054009404341	15.00		130,793.90
17Jan02	OTH OUR CHRGE FT054014209341	15.00		130,778.90
17Jan02	OTH FOREIGN FT054009356341 ATU CHF 510.00 @ 2.361	216.01		130,562.89
17Jan02	OTH FOREIGN FT054009404341 HQM012 CHF 125.00 @ 2.361	52.94		130,509.95
17Jan02	OTH FOREIGN FT054014209341 SOU026 1/37	18,750.00		111,759.95
18Jan02	D/D FIRSTLINK MANAGEME D/D ABU046 1/33	1,000.00		110,759.95
	<b>TOTAL PAYMENTS/RECEIPTS:</b>	<b>1,579,925.45</b>	<b>0.00</b>	

BGC-Bank Giro Credit C/P-Cashpoint D/D-Direct Debit DIV-Dividend INT-Interest S/O-Standing Order TEL-Telephone Banking Transaction

# Select Statement Sheets - 30000200707770

RED DIAMOND TRADING LIMITED  
 C/O TEXTRA HOLDINGS EST  
 AEULESTRASSE 5 PO BOX 83  
 FL-9490 VADUZ  
 LIECHTENSTEIN

Branch Name: CITY OFFICE (300002)  
 Sort Code: 300002  
 Account no: 00707770

Sheet: 104  
 Date issued: 02/05/2002

account statement

RED DIAMOND TRADING LIMITED

Date	Activity	Paid out	Paid in	Balance
02Apr02				530,726.64
05Apr02	OTH OUR CHRGE FT055359293341	20.00		530,706.64
05Apr02	OTH OUR CHRGE FT055359294341	20.00		530,686.64
05Apr02	OTH OUR CHRGE FT055366331341	20.00		530,666.64
05Apr02	OTH OUR CHRGE FT055367296341	15.00		530,651.64
05Apr02	OTH FOREIGN FT055359293341 MEA060	17,691.00		512,960.64
05Apr02	OTH FOREIGN FT055359294341 MEA062	12,113.00		500,847.64
05Apr02	OTH FOREIGN FT055366331341 MEA064	17,530.00		483,317.64
05Apr02	OTH FOREIGN FT055367296341 HQM002 4/20 USD 1465.70 @ 1.424	1,029.28		482,288.36
09Apr02	OTH OUR CHRGE FT055387058341	20.00		482,268.36
09Apr02	OTH FOREIGN FT055387058341 GRE042	20,000.00		462,268.36
11Apr02	BGC BAE SYSTEMS PLC F/FLOW		3,200,000.00	3,662,268.36
12Apr02	OTH OUR CHRGE FT055482009341	20.00		3,662,248.36
12Apr02	OTH OUR CHRGE FT055481939341	20.00		3,662,228.36
12Apr02	OTH FOREIGN FT055482009341 MAU063	1,000,000.00		2,662,228.36
12Apr02	OTH FOREIGN FT055481939341 MAU055	2,000,000.00		662,228.36
17Apr02	D/D COMMERCIAL INTERNA D/D SOU026 4/8	18,750.00		643,478.36
23Apr02	BGC BAE SYSTEMS PLC F/FLOW		13,500,000.00	14,143,478.36
24Apr02	OTH OUR CHRGE FT055635799341	20.00		14,143,458.36
24Apr02	OTH OUR CHRGE FT055672538341	20.00		14,143,438.36
24Apr02	OTH OUR CHRGE FT055671589341	20.00		14,143,418.36
	<b>TOTAL PAYMENTS/RECEIPTS:</b>	<b>3,087,308.28</b>	<b>16,700,000.00</b>	

BGC-Bank Giro Credit C/P-Cashpoint D/D-Direct Debit DIV-Dividend INT-Interest S/O-Standing Order TEL-Telephone Banking Transaction

Payment id RDBA591700246005 Pmt amount 200000.00 CS pmt id EBC RDTL000769 CS reference FT00051169544341  
DR sort code 309634 DR a/c no 11272128 Origin cust RDTL5917 DR a/c cust RDTL5917 Req value dt 31/07/01 Exec date 27/07/01  
Date to EBS 27/07/01 Time to EBS 00:10:35 Date to EFT 27/07/01 Time to EFT 00:10:35  
Pmt category EM Message type CPI CR a/c type 0 Payment ccy USD Payment dest CS Pay on app N Charges ind S  
Rspnd rejec U  
CR a/c no 69998211 Authorisers 123457 115917

26/08/01 19:19:45  
Report Ref SK01260018

Payment Archived

PAYMENT DETAILS CONTINUED: Payment id RDBA591700246005

Payer name RED DIAMOND TRADING LIMITED Payee name COMMERCIAL INTERNATIONAL CORP LTD

Payee bnk nm STANDARD CHARTERED BANK CI LMTIED

Payee bnk ad CONWAY STREET, ST HELIER, JERSEY, CHANNEL ISLANDS

Remitter ref SOU026 7/102

27/07/01 10:35:55 06 706 27/07/01 13:15:51 06 RL 706 1539 27/07/01 13:46:43 09 706 2305

27/07/01 13:47:07 18 27/07/01 13:48:08 20 30/07/01 08:54:27 23

IRN: DD86609 Owing ORG/DEP: CIB/CTY Tran ref: FT51169544341.  
Src rte: GCTY Input line: SNA002 Input date/time: 30-JUL-01,08:53:56  
Dest rte: ASBJ Output line: Output date/time:  
Msg type: 100 Currency: USD Amount: 200,000

-----  
Received from GCTY: CITY OFFICE, TRADE FINANCE,  
Routed to ASBJ: STANDARD CHARTERED BANK (CI) LTD, ST.HELIER  
Reference 007270034286  
Pri: NORMAL PRIORITY  
DSM generation required  
Checked for PAYFIX  
-----

MT100/CUSTOMER TRANSFER

:20 /Transaction Reference Number: FT51169544341  
:32A/Value Date/Currency/Amount: 31-JUL-01 USD 200,000.

:50 /Ordering Customer:

**RED DIAMOND TRADING LIMITED**

:53A/Sender's Correspondent:HATRUS33XXX  
HARRIS BANK INTERNATIONAL CORP., NEW YORK

:54A/Receiver's Correspondent:SBOSUS3NXXX  
STATE STREET BANK + TRUST CO, NEW YORK

:57D/Account with Institution:

STANDARD CHARTERED BANK CI LIMTIED

CONWAY STREET, ST HELIER,

JERSEY, CHANNEL ISLANDS:59 /Beneficiary Customer: /69998211

**COMMERCIAL INTERNATIONAL CORP LTD**

:71A/Details of Charges: BEN  
-----

30-JUL 08:53:56 Returned on PFX002 seq 938112 :New IRN DD86615

30-JUL 08:53:56 Output on PFX002 seq 938112

30-JUL 08:53:56 Message authenticated with: B20107155BE3D38B

30-JUL 08:53:56 Input on SNA002 their ref 007270034286  
-----

Payment id RDBA591700158002 Pmt amount 18750.00 CS pmt id EBC RDTL000458 CS reference FT00000046410640  
DR scode code 300002 DR a/c no 00707770 Origin cust RDTL5917 DR a/c cust RDTL5917 Req value dt 02/10/00 Exec date 29/09/00  
Date to EBS 29/09/00 Time to EBS 00:15:20 Date to EFT 29/09/00 Time to EFT 00:15:20  
Pmt category EM Message type CPI CR a/c type 0 Payment ccy GBP Payment dest CS Pay on app N Charges ind S  
Respdn rejec U  
CR a/c no 69998211 Authorisers 067482 067479  
Payer name RED DIAMOND TRADING LIMITED Payee name COMMERCIAL INTERNATIONAL CORP LTD  
Payee bnk nm STANDARD CHARTERED BANK CI LIMTIED

26/10/00 21:09:37  
Report Ref SK01260018

Payment Archived

PAYMENT DETAILS CONTINUED: Payment id RDBA591700158002  
Payee bnk ad CONWAY STREET, ST HELIER, JERSEY, CHANNEL ISLANDS  
Remitter ref SOU026  
29/09/00 15:20:42 18 29/09/00 15:21:29 20 02/10/00 11:40:08 20 615

S CENTRAL CONTROL  
CH - MONUMENT INTNL OFFICE  
DS DAY - 0276

FUNDSFLOW - CHAPS DAILY ACTIVITY  
SORTING CODE - 30-96-34  
MASTER REPORT

2OCT2000

9

PAYMENTS

ICN FF00100202478100

----- PAYER INFORMATION -----  
INSTRUMENT NUMBER 1113500  
PAYER NAME  
PAYER NAME RED DIAMOND TRADING LIMITED

\*----- BENEFICIARY INFORMATION -----  
SORTING CODE 60-91-99  
ACCOUNT NUMBER 69998211  
BANK NAME STANDARD CHARTERED BANK CI I  
CONWAY STREET ST HELIER JERS  
NEL ISLANDS

T 18750.00 PAYMENT TYPE 11

CUSTOMER NAME **COMMERCIAL INTERNATIONAL CO**

FT00046427419341  
11:47:29

INSTRUMENT REFERENCE SOU026

PAYMENT DETAILS

Payment id RDBA591700164004 Pmt amount 18750.00 CS pmt id EBC RDTL000478 CS reference FT00000046797107  
DR sort code 300002 DR a/c no 00707770 Origin cust RDTL5917 DR a/c cust RDTL5917 Req value dt 27/10/00 Exec date 25/10/00  
Date to EBS 24/10/00 Time to EBS 00:17:12 Date to EFT 24/10/00 Time to EFT 00:17:12  
Pmt category IM Message type CPI CR a/c type 0 Payment ccy GBP Payment dest CS Pay on app N Charges ind S  
Respnd rejec U

CR a/c no 69998211 Authorisers 123456 115917  
Payer name RED DIAMOND TRADING LIMITED Payee name COMMERCIAL INTERNATIONAL CORP LTD  
Payee bnk nm STANDARD CHARTERED BANK CI LIMTIED  
Payee bnk ad CONWAY STREET, ST HELIER, JERSEY, CHANNEL ISLANDS  
Remitter ref SOU026 10/94

24/10/00 17:13:28 06 706  
25/10/00 12:22:52 18 25/10/00 12:20:37 06 RL 706 4000 25/10/00 12:21:53 09 706 5723  
25/10/00 12:23:48 20 27/10/00 10:48:23 20 615

CHAPS CENTRAL CONTROL  
BRANCH - MONUMENT INTNL OFFICE

FUNDSFLOW - CHAPS DAILY ACTIVITY

SORTING CODE - 30-96-34

27OCT2000

LOYDS DAY - 0301

MASTER REPORT

----- PAYER INFORMATION -----

ACCOUNT NUMBER 1113500  
PORT NAME  
CUSTOMER NAME RED DIAMOND TRADING LIMITED

PAYMENTS

\*

\*

ICN FF00102704181  
----- BENEFICIARY INFORMATION -----

SORTING CODE  
ACCOUNT NUMBER  
BANK NAME

60-91-99  
69998211  
STANDARD CHARTERED BANK C  
CONWAY ST ST HELIER JERSEY  
ISLANDS

AMOUNT 18750.00 PAYMENT TYPE 11

CUSTOMER NAME

COMMERCIAL INTERNATIONAL

FINANCE  
TIME FT00046840751341  
12:41:18

PAYMENT REFERENCE SOU26 10/94

PAYMENT DETAILS

Paym id	RDBA591700195005	Pmt amount	18750.00	CS pmt id	EBC RDTL000561	CS reference	FT00000048266183
DR sort code	300002	DR a/c no	00707770	Origin cust	RDTL5917	DR a/c cust	RDTL5917
Date to EBS	29/01/01	Time to EBS	00:15:49	Date to EFT	29/01/01	Time to EFT	00:15:49
Pmt category	EM	Message type	CPI	CR a/c type	0	Payment ccy	GBP
Respd/rejec	U	Payment dest	CS	Pay on app	N	Charges ind	S
CR a/c no	69998211	Authorisers	123457 126953				
Payer name	RED DIAMOND TRADING LIMITED	Payee name	COMMERCIAL INTERNATIONAL CORP LTD				
Payee bnk nm	STANDARD CHARTERED BANK CI LIMTIED						
Payee bnk ad	CONWAY STREET, ST HELIER,		JERSEY, CHANNEL ISLANDS				
Remitter ref	SOU026 1/93						
29/01/01 15:49:55 18		29/01/01 15:50:43 20		31/01/01 10:06:47 20		615	

31JAN2001

CHAPS CENTRAL CONTROL  
BRANCH - MONUMENT INTNL OFFICE  
LOYDS DAY - 1031

FUNDSFLOW - CHAPS DAILY ACTIVITY  
SORTING CODE - 30-96-34  
MASTER REPORT

PAYMENTS

PAYER INFORMATION

ACCOUNT NUMBER 1113500  
SHORT NAME  
CUSTOMER NAME RED DIAMOND TRADING LIMITED

ICN FF0101310313  
BENEFICIARY INFORMATION

SORTING CODE 60-91-99  
ACCOUNT NUMBER 69998211  
BANK NAME STANDARD CHARTERED BANK  
CONWAY STREET, ST HELIER  
JERSEY, CHANNEL ISLANDS

AMOUNT 18750.00 PAYMENT TYPE 11

CUSTOMER NAME COMMERCIAL INTERNATIONAL

TPN FT00048293945341  
TIME 11:42:04

PAYMENT REFERENCE SOU026 1/93

PAYMENT DETAILS

Payment ID RDBA591/0021/004 Pmt amount 18750.00 CS pmt id EBC RDTL000636 CS reference FT00000049659245  
DR sort code 300002 DR a/c no 00707770 Origin cust RDTL5917 DR a/c cust RDTL5917 Req value dt 27/04/01 Exec date 25/04/01  
Date to EBS 25/04/01 Time to EBS 00:13:23 Date to EFT 25/04/01 Time to EFT 00:13:23  
Pmt category IM Message type CPI CR a/c type 0 Payment ccy GBP Payment dest CS Pay on app N Charges ind S  
Respnd rejec U  
CR a/c no 69998211 Authorisers 126954 115917  
Payer name RED DIAMOND TRADING LIMITED Payee name COMMERCIAL INTERNATIONAL CORP LTD  
Payee bnk nm STANDARD CHARTERED BANK CI LIMTIED  
Payee bnk ad CONWAY STREET, ST HELIER, JERSEY, CHANNEL ISLANDS  
Remitter ref SOU026 4/99  
25/04/01 13:24:05 18 25/04/01 13:24:17 20 27/04/01 10:01:18 20 615

CHAPS CENTRAL CONTROL  
BRANCH - MONUMENT INTNL OFFICE  
LOYDS DAY - 1117

FUNDSFLOW - CHAPS DAILY ACTIVITY

SORTING CODE - 30-96-34  
MASTER REPORT

27APR2001

PAYMENTS

ICN FF010427036

----- PAYER INFORMATION -----

\*----- BENEFICIARY INFORMATION -----

ACCOUNT NUMBER 1113500  
SHORT NAME  
CUSTOMER NAME RED DIAMOND TRADING LIMITED

SORTING CODE 60-91-99  
ACCOUNT NUMBER 69998211  
BANK NAME STANDARD CHARTERED BANK  
CONWAY STREET  
ST HELIER  
CUSTOMER NAME JERSEY CHANNEL ISLANDS  
COMMERCIAL INTERNATIONAL

AMOUNT 18750.00 PAYMENT TYPE 10

OPN FT00049681250341  
TIME 11:25:32

PAYMENT DETAILS

PAYMENT REFERENCE SOU026 4/99



HH05010003301195 CHAPS CENTRAL CONTROL  
BRANCH - MONUMENT INTNL OFFICE

FUNDSFLOW - CHAPS DAILY ACTIVITY  
SORTING CODE - 30-96-34  
MASTER REPORT

20JLY2001

LLOYDS DAY - 1201

PAYMENTS

ICN FF01072002188:

\*----- PAYER INFORMATION -----\*

ACCOUNT NUMBER 01113500  
STATUS  
SHORT NAME  
CUSTOMER NAME RED DIAMOND TRADING LIMITED

\*----- BENEFICIARY INFORMATION -----\*

SORTING CODE 60-91-99  
ACCOUNT NUMBER 69998211  
BANK NAME STANDARD CHARTERED BANK  
CI LIMITED  
CONWAY STREET ST HELIER  
CUSTOMER NAME JERSEY CHANNEL ISLANDS  
COMMERCIAL INTERNATIONAL

AMOUNT 18750.00 PAYMENT TYPE 10

UPN FT00051034689341  
TIME 10:00:35

PAYMENT REFERENCE SOU026 7/60

PAYMENT DETAILS



110003301195  
BRANCH - MONUMENT

ACCOUNT NUMBER  
STATUS  
SHORT NAME  
CUSTOMER NAME

LLOYDS DAY - 1290

CHAS CENTRAL CONTROL  
INTNL OFFICE

PAYER INFORMATION  
01113500

RED DIAMOND TRADING LIMITED

AMOUNT  
18750.00

PT00052486192341  
12:28:02  
500026 9/147

PAYMENT TYPE 10

FUNDSFLOW  
PAYMENTS

CHAS DAILY ACTIVITY  
MASTER REPORT - 30-96-34

ACCOUNT NUMBER  
BANK NAME  
SORTING CODE

PAYMENT DETAILS

BENEFICIARY INFORMATION  
60-91-99  
69998211  
STANDARD CHARTERED  
ST HELLIER  
COMMERCIAL INTERNATIONAL CORP LTD

170CT2001  
ION  
PT01017022933000

ST HELLIER  
COMMERCIAL INTERNATIONAL CORP LTD



05010003301195  
BRANCH - MONTMONT

LLOYDS DAY - 2017  
ACCOUNT NUMBER 01113500  
SHORT NAME CHAOS CENTRAL CONTROL  
CUSTOMER NAME CHAOS CENTRAL INTNL OFFICE

AMOUNT 18750.00  
UPN TIME  
PAYMENT REFERENCE

RED DIAMOND TRADING LTD  
PT00054014209341  
15:10:38  
S00026 1/37

PAYER INFORMATION  
PAYMENT TYPE 10

FONDSFLOW  
PAYMENTS

MASTER REPORT - 30-96-34  
SORTING CODE - CHAPS DAILY ACTIVITY

PAYMENT DETAILS

SORTING CODE  
ACCOUNT BANK NAME  
CUSTOMER NUMBER

17JAN2002  
ICN FR020117036888000  
BENEFICIARY INFORMATION  
69998211  
CONWAY STREET  
CHANNEL ISLANDS  
COMMERCIAL INTERNATIONAL CORP LTD  
STANDARD BANK CI LIMITED  
ST HELLIER  
JERSEY

Backs paymed

Exec sort id RDBR591700316001  
Exec sort code 300002  
Resnd tejec BA 15/04/02  
CR a/c no DR a/c no  
Payer name 69998211  
Payee bnk nm RED DIAMOND TRADIN  
02/04/02 14:38:32 11  
Pmt amount 18750.00  
02/04/02 Time to EBS 00:14:37  
Message type CPI CR a/c type 0  
Pmt ref 500026 4/8  
Origin cust RDTL5917  
Date to EFT 02/04/02  
Payment ccy GBP  
123457 165595  
COMMERCIAL INTERNA  
14/04/02 19:33:08 53  
DR a/c cust RDTL5917  
Time to EFT 00:14:37  
Payment dest BA  
Req value at 17/04/02  
Mult/single s

**BAE SYSTEMS**

*It took a long time to arrive at this point — now all we have to do is make some money!*

1502/277/041

Our Ref: S1-00.037

Date: 17<sup>th</sup> April 2000

Department of Defence  
Private Bag X910  
0001 Pretoria  
Republic of South Africa

*Regards  
Andy*

*GD  
DO  
RF  
P.F.B*

**For the attention of Mr Chippy Shaikh, Chief of Acquisitions**

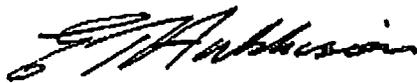
Dear Sirs

**HAWK / GRIPEN AGREEMENT**  
**EFFECTIVE DATE**

The Direct Payment referred to in Clause 3.1.6 of the subject agreement was received in full by BAE SYSTEMS on the 17<sup>th</sup> April 2000. In addition, on the 14<sup>th</sup> April 2000, BAE SYSTEMS received written confirmation from the lender that the Loan Agreement has become effective.

In accordance therefore with clause 3.1 of the subject agreement, with all other Conditions Precedent have been achieved, BAE SYSTEMS have pleasure in hereby confirming that the subject agreement became effective on the 17<sup>th</sup> April 2000. BAE SYSTEMS along with SAAB AB look forward to working with your teams on this programme to ensure its success over the coming years.

Yours faithfully  
for and on behalf of  
**BAE SYSTEMS (Operations) Limited**



**ERIC HUTCHISON**  
**Programme Director - Gripen & South Africa**

To: MARK DERFOZA

SA "UMBRELLA AGMT" 3432/008/002

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*Handwritten initials/signature*

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Handwritten initials and a signature in the bottom right corner of the page.



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CONFIDENTIAL

Handwritten initials and signature

3432/008/005

## 1. PREAMBLE

## WHEREAS:

- 1.1. Armscor wishes to contract, subject to Clause 7, with the Seller for the design, construction, testing and delivery by the Seller of:
  - 1.1.1. 24 (twenty four) Hawk LIFT Aircraft together with the associated Products, Spares, Ground Support Equipment and Services as set out in the Supply Terms; and
  - 1.1.2. 28 (twenty eight) Gripen ALFA Aircraft together with the associated Products, Spares, Ground Support Equipment and Services as set out in the Supply Terms.
- 1.2. Industrial Participation on a national basis is mandatory. The aim of the South African Industrial Participation Program is to secure economic and industrial benefits and support for the further development of South Africa through investments and other economic contributions by entities not resident in South Africa;
- 1.3. Armscor is the contracting Party as the Acquisition Agency of the Department of Defence, in accordance with the relevant South African statutes and formal Defence Policy of the South African Government;
- 1.4. The Seller will, as set out in Schedules C and D, comply with the Industrial Participation policies of Armscor, the Department of Defence and the South African Government in order to promote investment, employment and economic growth in the Republic of South Africa by achieving, *inter alia*, the following -
  - 1.4.1. DIP objectives, namely:-
    - 1.4.1.1. the retention, and where possible, creation of jobs, abilities and capabilities;



Float NI Expenditure

1602/012/221

Location                                      outh Africa                                      Dept No                                      342  
 Period From                                      01/11/99                                      Currency                                      outh African Rand  
 Period To                                      30/11/99

Opening Balance                                      1,000.00  
 Add: Receipts                                      0.00  
 Less: Payments                                      (11,822.62)  
 Net Transfers                                      7,318.84  
 Closing Balance                                      (3,503.78)

DATE	DESCRIPTION	VOUCHER No.	PAYMENTS	RECEIPTS	TRANSFER OUT (-) TRANSFER IN (+)	CODE
04/11/1999	N. IRVING ADVANCE - MOZAMBI	103068			1,000.00	TRF
25/11/1999	ROSENBLUTH MASTER CURRE	103137			6,318.84	TRF
05/10/1999	SAAF ASSOCIATION LIFE MEMB	1	50.00			6365
20/10/1999	LEAVING PRESENT (K. SMITH)	2	200.00			6365
28/10/1999	MEDICINE - N. IRVING	3	32.08			6352
28/10/1999	MEETING (WILMANS, PELICIES)	4	35.00			6375
28/10/1999	CHRISTMAS GIFTS STAFF	5	191.00			6365
29/10/1999	12.00PDS@10.082 - RAIL TICKET	6	120.98			6345
29/10/1999	9.00PDS@10.082 - TAXI	7	90.73			6345
29/10/1999	9.00PDS@10.082 - LUNCH	8	90.73			6345
29/10/1999	22.78PDS@10.082 - PETROL UK	9	229.66			6345
31/10/1999	8.00PDS@10.151 - TAXI STFFRD	10	81.20			6345
02/11/1999	35.33PDS@10.134 - PETROL UK	11	358.03			6345
02/11/1999	CORPORATE GIFTS WRAPPING	12	21.05			6365
02/11/1999	CORPORATE GIFT BOXES	13	14.90			6365
03/11/1999	CLEANERS PROVISIONS NOVE	14	372.68			6330
04/11/1999	IL RITROVE MEETING (HLONG	15	10.00			6375
12/11/1999	RESIDENCE WINDOW CLEANIN	16	150.00			6330
20/10/1999	ACCOMMODATE K. SMITH 20-27	17	632.06			6375
22/11/1999	MEDICAL EXAMIN & MEDICATIO	18	309.20			6352
22/11/1999	MEDICINE MERYL IRVING	19	204.49			6352
22/11/1999	MEETING (WILMANS, PELICIER)	20	70.00			6375
23/11/1999	MEETING (HLONGWANE)	21	150.00			6375
23/11/1999	PARKING	22	15.00			6335
22/10/1999	MEETING (CHARTER, OSPREY)	23	13.00			6375
04/11/1999	MEDICINE - MOZAMBIQUE (SWA	24	113.72			6352
08/11/1999	ACCOMODATION BAZARUTO L	25	1,151.51			6340
08/11/1999	BAZARUTO LODGE \$1000.00@6.	25	6,318.84			6340
08/11/1999	MOZAMBIQUE - DRINKS AT HOT	26	126.00			6375
08/11/1999	\$40.00 @ R6.50 - DEPARTURE T	27	260.00			6340
29/10/1999	4.00PDS@10.082 - GRATS STAF	NV	40.32			6345
31/10/1999	4.00PDS@10.151 - GRATS TYLN	NV	40.60			6345
23/11/1999	PARKING/GRATUITIES SS&T (H	NV	20.00			6340
05/11/1999	DRINKS JO'BURG AIRPORT 5 N	NV	28.80			6375
05/11/1999	GRATUITY BOAT CREW	NV	220.00			6340
08/11/1999	REFRESHMENTS NELSPRUIT AI	NV	56.00			6375
30/11/1999	VAT TO BE REFUNDED	NV	5.04			6365

*R. R. R.*  
 2 Dec 99

GL Detailed Ledger 15/12/1999 to 15/12/2000

Date	Entry Type	Reference	Description	Debit	Credit	Cumulative
375/000 : Entertainment						<b>1602/019/026</b>
Opening Balance as at 15/12/1999				0.00		
10/12/1999	Claims: N Irving	NI.16	BREAKFAST MEETING (HLONGWANE)	64.00		64.00
11/01/2000	Payments Cashbook	103248	SAAFA CLUB MEMBERSHIP & ANNUAL BANQU	215.00		279.00
12/01/2000	Payments Cashbook	103255	NI ROSS AIR, AIR CHARTER MOZAMBIQUE	26,500.00		26,779.00
12/01/2000	Payments Cashbook	103260	CAPE UNION MART DAYPACKS MOZAMBIQUE	270.00		27,049.00
17/01/2000	Petty Cash Payments	JAN.87	SANDWICHES - LUNCH MEETING N. FRANKS	165.00		27,214.00
17/01/2000	Petty Cash Payments	JAN.88	SANDWICHES - LUNCH MEETING N. FRANKS	7.95		27,221.95
17/01/2000	Petty Cash Payments	JAN.89	JUICE FOR LUNCH MEETING	9.00		27,230.95
19/01/2000	Payments Cashbook	103269	ELLIS PARK PARKING TICKETS FOR MATCH	1,500.00		28,730.95
27/01/2000	Payments Cashbook	103285	MICHELANGELO REFRESMENTS/MEALS	1,826.50		30,557.45
Closing Balance as at 15/12/2000				<u>30,557.45</u>		

----- End of Report -----

Float SM Expenditure

1602/019/089

Location **outh Africa** Dept No 342  
 Period From 000/04/01 Currency **outh African Rand**  
 Period To 000/04/30

Opening Balance (1,203.55)  
 Add: Receipts 0.00  
 Less: Payments (1,882.07)  
 Net Transfers 1,203.55  
 Closing Balance (1,882.07)

DATE	DESCRIPTION	VOUCHER No.		PAYMENTS	RECEIPTS	TRANSFER OUT (-) TRANSFER IN (+)	CODE
11/04/2000	REC GRIPEN SM CASH EXPENSES REFUNDED		103525			1,203.55	TRF
14/04/2000	REC GRIPEN WORK DINNER DW &	1		306.56			9999
04/04/2000	<b>REC GRIPEN DINNER FANA WOOLW</b>	2		213.97			9999
28/03/2000	<b>REC GRIPEN DINNER FANA WOOLW</b>	3		344.25			9999
10/04/2000	REC GRIPEN MEDICAL PRESCRIP RO	4		137.44			9999
22/04/2000	REC GRIPEN LUNCH MEETING YF-L	5		320.60			9999
02/04/2000	REC GRIPEN ROLLS ROYCE GOLF S	6		138.00			9999
26/04/2000	REC GRIPEN PARKING/GRATS MICH	NV		160.00			9999
21/04/2000	REC GRIPEN PARKING	7		5.26			9999
01/04/2000	REC GRIPEN SUNDRIES DOM ACCO	8		255.25			9999

S.M.C.  
8/5/00

DRP

8 May 2000

1200/496/001

**RED DIAMOND TRADING LIMITED**

65 MAIN STREET, PO BOX 3463, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS  
TEL: +1 (284) 494-1100, FAX +1 (284) 494-1199

**WITHDRAWAL**

10 September 2002

**IN STRICT CONFIDENCE**

Etude de Me René Merkt & Associés  
15 rue Général-Dufour  
1211 Geneva 11  
Switzerland

Dear Sirs

**REFERENCE RD074**

**ADVISER NAME: COMMERCIAL INTERNATIONAL CORPORATION**

You are holding on deposit for us certain envelopes relating to the above. We now write to confirm, in accordance with our letter to you dated 9 December 1998, that the conditions under which you are therein authorised to release the said envelopes to us have been satisfied. We therefore request that you hand to the bearer of this letter the following envelopes:

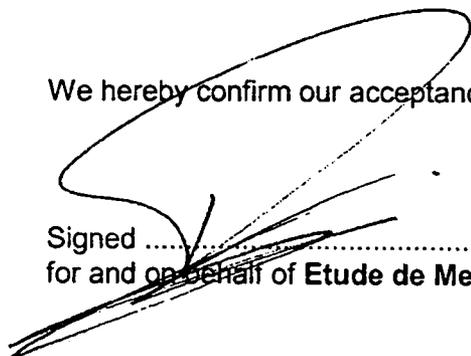
- two envelopes reference **RD074**

Yours faithfully



**S C Wood**

We hereby confirm our acceptance of the instructions contained in the above letter.

Signed  Date November 28, 2002  
for and on behalf of Etude de Me René Merkt & Associés

**RED DIAMOND TRADING LIMITED**

65 MAIN STREET, PO BOX 3463, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS  
TEL: +1 (284) 494-1100, FAX +1 (284) 494-1199

15 December 1999

**IN STRICT CONFIDENCE**

Reference RD074

Etude de Me René Merkt & Associés  
15 rue Général-Dufour  
1211 Geneva 11  
Switzerland

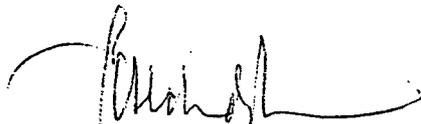
Dear Sirs

Enclosed with this letter you will find two envelopes reference RD074 each containing a copy of an Agreement dated 11 November 1999 between this Company and Commercial International Corporation Limited. You are hereby requested to deposit the enclosed envelopes in our safe deposit subject to the instructions set out in our letter to you of 9 December 1998.

Would you kindly sign and return to the undersigned the enclosed duplicate copy of this letter indicating your acceptance of these instructions.

In addition to the above, we should be grateful if you would prepare a letter, a draft of which is attached, confirming that you are holding on deposit the documents contained in the envelopes marked with the reference RD074 and on what terms.

Yours faithfully



**Julia C Aldridge**

We hereby confirm our acceptance of the instructions contained in the above letter.

Signed .....  
for and on behalf of Etude de Me René Merkt & Associés

Date

December 16, 1999



AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

- A. The parties have agreed to amend the Agreement as set out herein
  - 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
  - 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
  - 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
  - 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
  - 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
  - 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on \*\*\*\*

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Consultant

Signature .....

Signature .....

Territory: South Africa

SCHEDULE B

Part 1

Products: For the purposes of this Agreement it is understood and agreed between the parties that the Consultant shall not receive fees in respect of the sale by the Company of specific products but shall be remunerated for the Services described in Schedule A Part 4

- Fee and expenses:
1. £75,000 per annum (Seventy five Thousand Pounds Sterling (the 'Fee'))
  2. US\$200,000 (Two hundred Thousand United States Dollars)

Part 2

- Payment Conditions
1. The Fee shall be paid by the Company to the Consultant quarterly in arrears in four equal instalments of £18,750 (Eighteen Thousand Seven Hundred and Fifty Sterling) with the first instalment due one calendar quarter after 18 April 2000

The Fee includes all expenses incurred by the Consultant, including but without thereby limiting the scope of this provision, travel expenses and the costs of secretarial and administrative support

2. The sum of US\$200,000 stipulated in Part 1 item 2 shall be paid at such time and in such manner as the Company may, in its absolute discretion, determine.

Part 3

Termination Date: 17 April 2002

504026

RE-DRAFT dated 10/04/01

AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

A. The parties have agreed to amend the Agreement as set out herein 1200/496/005

- 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
- 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
- 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
- 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
- 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
- 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on [insert date of signature]

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Consultant

Signature .....

Signature .....

Territory: South Africa

SCHEDULE B

1200/496/006

Part 1

Products: For the purposes of this Agreement it is understood and agreed between the parties that the Consultant shall not receive fees in respect of the sale by the Company of specific products but shall be remunerated for the Services described in Schedule A Part 4

- Fee and expenses:
1. £75,000 per annum (Seventy five Thousand Pounds Sterling (the 'Fee'))
  2. £30,000 (Thirty Thousand Pounds Sterling)

Part 2

- Payment Conditions
1. The Fee shall be paid by the Company to the Consultant quarterly in arrears in four equal instalments of £18,750 (Eighteen Thousand Seven Hundred and Fifty Sterling) with the first instalment due one calendar quarter after 18 April 2000

The Fee includes all expenses incurred by the Consultant, including but without thereby limiting the scope of this provision, travel expenses and the costs of secretarial and administrative support

2. The sum of £30,000 stipulated in Part 1 item 2 shall be paid at such time and in such manner as the Company may, in its absolute discretion, determine.

Part 3

Termination Date: 17 April 2002

504026

**MINUTES OF THE  
REFERRALS COMMITTEE MEETING  
HELD ON TUESDAY 24 JULY 2001  
AT FARNBOROUGH AEROSPACE CENTRE, FARNBOROUGH**

1200/496/007

**South Africa - Commercial International Corporation Ltd**

**It was noted that a revised proposal (originally a one-off payment of £30,000) had been approved ex-committee**

FINANCE DATA SHEET - ADVISERS

NAME OF CONSULTANT: **Commercial International Corporation Limited**

TERRITORY: **South Africa**

RETAINER: Yes

FEES: No

AGREEMENT DETAILS

Dated: **11/11/99**

Effective: **18 April 2000**

Expiry date: 17 April 2002

*Awaiting call ✓  
from Chris Seoghegan  
012 68883001  
for recharge  
instruction*

BANKING INSTRUCTIONS

Name and address of bank: Standard Chartered Bank (Conway Street St Helier Jersey Channel Islands)

*✓ Terry West. Avionics  
Basildon. PL2 8AB*

Name of account holder: **Commercial International Corporation Ltd**

Account number/sort code: 69998211

Method of payment: Express International Money Transfer

ANY OTHER RELEVANT INFORMATION:

Signed *[Signature]*  
.....  
DIRECTOR - HQ MARKETING SERVICES

Date 16 July 2001

Distribution: Finance Manager, HQMS



IN STRICT CONFIDENCE

Ref:SOU026/A/C

Date of amendment:09/07/01

RETAINER/EXPENSES

Terms	Timing	Recharge	Invoice
£75,000	Quarterly in arrears in 4 equal instalments of £18,750 with the first instalment due one calendar quarter after the Effective Date of the South African Procurement Package between British Aerospace PLC and the Government of South Africa	32C101/AD3	No
US\$200,000	Pay immediately	Avionics HQ Account (Attn Terry West)	No

Current period: 18/04/2000 to 17/04/2002

1200/496/010

COUNTRY:	S. AFRICA		REF. NO	804026
ADVISER/CONSULTANT	COMMERCIAL INTL		NEW/AMENDMENT	(Circled)
PRODUCT:	CORP. LTD			
PROPOSAL FORM RECEIVED FROM:		DATE RECEIVED:		
COMMITTEE APPROVAL REFERRALS	Ex comm.			
DRAFT DOCUMENT STARTED		REFERENCE:	A030117	
LEGAL DEPARTMENT	SENT	APPROVAL RECEIVED:	16/07/01	
FINAL FORM DOCUMENT PREPARED				
APPROVAL SIGNATURE TO	DATE	RETURNED:		
RR				
METHOD OF DELIVERY	DATE SENT	SIGNED DUPLICATE RETURNED:		
By hand				
LODGING PAPERS REQUESTED	DATE		16/07/01	
PRESENT LOCATION				
ACTION REQUIRED		ACTION TAKEN		
Filed in Agreement Binder:		Date		
Computer entry form:		Date	09/07/01	
Finance Data Sheet to:		Date	16/07/01	
Data sheet to:	Hkly Serv.	Date		
Agreement copied to:		Date		
		Date		
		Date		
		Date		

AMM

504026

1200/496/011

AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

- A. The parties have agreed to amend the Agreement as set out herein
- 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
- 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
- 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
- 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
- 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
- 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on \*\*\*\* 04/07/01

Signed by a duly authorised representative of the Company

Signature .....

Territory: South Africa

Ref:A0301V171

Signed by a duly authorised representative of the Consultant

COPY FOR APPROVAL PRIOR TO SIGNATURE	
Signature .....	<i>[Signature]</i>
SIGNED .....	
TITLE .....	<i>RMD</i>
DATE .....	<i>29/6/01</i>
DRAFT APPROVED BY HJMD .....	

**To** **SIR CHARLES MASEFIELD**  
P RILEY  
**R RUE**  
P LYNAS  
**N PETERSEN**

**From** **JULIA C ALDRIDGE**  
DIRECTOR  
MARKETING SERVICES

**Department** **MARKETING SERVICES**

**Location** **FARNBOROUGH**

**Date** **23 May 2001**

**Ref** X01V01162/204

**Telephone** 00 44 1252 38 3807

**Fax** 00 44 1252 38 3951

**cc**

**Email** andrew.fletcher@baesystems.co.uk

**Subject** **SOUTH AFRICA**

**IN STRICT CONFIDENCE**

I have received the attached urgent request to amend our arrangements in South Africa.

I would be grateful if you would consider approving the proposal ex-committee. If you do approve would you please sign below and return all the papers to me.



JULIA C ALDRIDGE  
DIRECTOR - HQ MARKETING SERVICES

IN STRICT CONFIDENCE

Existing Agreement:

Commerical International Corporation Ltd

Consultancy Agreement dated 11/11/99, effective 18/04/00, expiry 17/04/02

Annual Retainer £75,000 back charged to the Gripen Project.

Ex gratia sum of £30,000 in respect of Visual Guidance System Contract with South African Airways

Has to be South African Air Force, CIC has Consultancy Agreement in respect of Military Aircraft (Hawk, and Gripen) only.

It is proposed that an increased ex gratia sum of \$200,000 is paid immediately rather than on receipt of downpayment from the customer

Approved *C. Masefield*  
SIR CHARLES MASEFIELD

Date 24.5.01

Approved *P. Riley*  
P RILEY

Date 28/6/01

Approved *M. Rue*  
R RUE

Date 25/5/01

Approved *P. Lynas*  
P LYNAS

Date 27/6/01

Approved *N. Petersen*  
N PETERSEN

Date 29/5

X01V01162/204

Chargeable to Arionis, in agreement with Chris Geophagan.

1200/496/015

Julia Aldridge

26/06/2001 18:33

To: Valerie Hanscomb/HQ/BAe@BAeHQ  
cc:

Subject: vgs/sou

Valerie

Neils Petersen has confirmed today that we should go ahead with the proposed ex-gratia. Please note that the amount is in \$ (I think we were originally told £)

Julia

chris.geoghegan@gecm.com on 29/05/2001 14:59:20



To: Valerie Hanscomb/HQ/BAe@BAeHQ@wtgw  
cc:

Subject: RE: VGS

Our consultant was engaged late in the campaign on VGS and no terms and conditions were finalised. The campaign was recovered from a lost position, however commitment to early payment of fees had to be made. The fee amount will be accepted by Avionics as a recharge.

Regards  
Chris Geoghegan

-----Original Message-----

From: Valerie Hanscomb [mailto:valerie.hanscomb@bae.co.uk]  
Sent: 29 May 2001 13:20  
To: chris.geoghegan@gecm.com  
Subject: VGS

Julia Aldridge is on leave until Monday 11 June. Could you therefore please send your reply to me so that I can proceed with signatures for the ex committee paper which has been prepared

Regards

Valerie Hanscomb

----- Forwarded by Valerie Hanscomb/HQ/BAe on 29/05/2001 14:01 -----

Neils Petersen  
29/05/2001 14:07  
To: Valerie Hanscomb/HQ/BAe@BAeHQ  
cc:

Subject: VGS

----- Forwarded by Neils Petersen/HQ/BAe on 29/05/2001 13:53 -----

Julia Aldridge  
24/05/2001 08:16  
To: Chris Geoghegan - chris.geoghegan@exchange.gecm.com@wtgw @ baehub  
cc: (bcc: Neils Petersen/HQ/BAe)

1200/496/017

Subject: VGS

Chris

We are in the process of seeking approval for your revised proposal for VGS. However, since the proposed terms fall outside the standard company requirements, ie payment only following receipt of payment from the customer, I should be grateful if you are able to provide me with a short note of justification to support your request. It would also help if you could confirm that the amount concerned, which I understand cannot be accommodated in the contract price, will be accepted as a recharge by Avionics

Regards  
Julia Aldridge

IN STRICT CONFIDENCE

Ref: SOU026/A/B  
Date of amendment: 30/04/01FINANCE DATA SHEET - ADVISERSNAME OF CONSULTANT: **Commercial International Corporation Limited**

TERRITORY: South Africa

RETAINER: Yes

FEES: No

## AGREEMENT DETAILS

Dated: 11/11/99

Effective: 18 April 2000

Expiry date: 17 April 2002

## BANKING INSTRUCTIONS

Name and address of bank: Standard Chartered Bank (CI) Limited  
Conway Street  
St Helier  
Jersey  
Channel IslandsName of account holder: **Commercial International Corporation Ltd**

Account number/sort code: 69998211

Method of payment: Express International Money Transfer

## ANY OTHER RELEVANT INFORMATION:

Signed	<i>[Signature]</i>	Date	<i>4/5/01.</i>
DIRECTOR - HQ MARKETING SERVICES			

Distribution: Finance Manager, HQMS

IN STRICT CONFIDENCE

Ref: SOU026/A/B  
Date of amendment: 30/04/01RETAINER/EXPENSES

Terms	Timing	Recharge	Invoice
£75,000	Quarterly in arrears in 4 equal instalments of £18,750 with the first instalment due one calendar quarter after the Effective Date of the South African Procurement Package between British Aerospace PLC and the Government of South Africa	32C101/AD3	No
£30,000	Payable at the discretion of the Company following the down payment on new Visual Guidance Systems	To be advised	No

Current period: 18/04/2000 to 17/04/2002

504026

1200/496/020

AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

- A. The parties have agreed to amend the Agreement as set out herein
  - 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
  - 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
  - 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
  - 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
  - 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
  - 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on 30 April 2001

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Consultant

Signature .....

Territory: South Africa

Ref:A0201V075

Signature	<i>[Handwritten Signature]</i>
SIGNATURE	<i>[Handwritten Signature]</i>
NAME	<i>RMD</i>
DATE	<i>2/5/01</i>
DRAFT APPROVED BY HJMD .....	

1200/496/022

COUNTRY:	S AFRICA		REF. NO:
ADVISER/CONSULTANT	Commercial Int	NEW/AMENDMENT	504026
PRODUCT:	consultancy	COMP LTD.	
PROPOSAL FORM RECEIVED FROM:		DATE RECEIVED:	
COMMITTEE APPROVAL REFERRALS	LANCE TAYLOR / MARO L.		
DRAFT DOCUMENT STARTED	✓	REFERENCE:	0201V 080
LEGAL DEPARTMENT	SENT ✓	APPROVAL RECEIVED:	Jan 26/4
FINAL FORM DOCUMENT PREPARED			
APPROVAL SIGNATURE TO	DATE	RETURNED:	
METHOD OF DELIVERY	DATE SENT	SIGNED DUPLICATE RETURNED:	
LODGING PAPERS REQUESTED	DATE		
PRESENT LOCATION			
ACTION REQUIRED		ACTION TAKEN	
Filed in Agreement Binder:		Date	
Computer entry form:		Date	
Finance Data Sheet to:		Date	
Data sheet to:		Date	
Agreement copied to:		Date	
		Date	
Filed in:	Safe	Lektriver	

10/4  
 Jules  
 I have checked with M.  
 Fee (130k) to be paid only  
 following receipt of M-  
 withdrawal of contract.

REDACTED  
 REDACTED  
 REDACTED

**MINUTES OF THE  
REFERRALS COMMITTEE MEETING  
HELD ON TUESDAY 23 JANUARY 2001  
AT FARNBOROUGH AEROSPACE CENTRE, FARNBOROUGH  
South Africa – Commercial International Corporation Ltd**

1.1

**Renewal of the Consultancy Agreement expiring 17.04.2001 was approved**

ACTION: TAF

1200/496/024

**MINUTES OF THE  
REFERRALS COMMITTEE MEETING  
HELD ON TUESDAY 27 MARCH 2001  
AT FARNBOROUGH AEROSPACE CENTRE, FARNBOROUGH**

**South Africa - Commercial International Corporation Ltd**

**The proposed one-off payment of £30,000 was approved.**

**ACTION: TAF**

1200/496/025

Julia Aldridge

06/03/2001 15:08

To: Valerie Hanscomb/HQ/BAe@BAeHQ  
cc:

Subject: Re: S Africa 

Valerie

Yes and no! Yes - he has responded but no he doesn't know if Avionics are aware of it. I suggest that you have a word with Chris Barrett (no names). Basically we have been asked to allow for an **ex-gratia of £30k on VGS** and what is the status of the contract/bid. We don't need a proposal from Avionics, but RR should sign something off

Julia

07/03/01  
C Barrett is working  
on this question.  
U.

AMENDMENT made on the date set out below to an agreement reference A019V371 between **RED DIAMOND TRADING LIMITED (the 'Company')** and **Commercial International Corporation Ltd (the 'Consultant')** made on 11 November 1999 (the 'Agreement')

A. The parties have agreed to amend the Agreement as set out herein **1200/496/026**

1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
2. Schedules A and B to the Agreement shall be deleted and the attached Schedules A and B shall be substituted therefor.
3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on [insert date of signature]

Signed by a duly authorised  
representative of the Company

Signed by a duly authorised  
representative of the Consultant

Signature .....

Signature .....

Territory: South Africa

Ref:A0201V080

SCHEDULE B

Part 1

Products: For the purposes of this Agreement it is understood and agreed between the parties that the Consultant shall not receive fees in respect of the sale by the Company of specific products but shall be remunerated for the Services described in Schedule A Part 4

Fee and expenses: £75,000 per annum (Seventy five Thousand Pounds Sterling (the 'Fee'))

Part 2

Payment Conditions

1. The Fee shall be paid by the Company to the Consultant quarterly in arrears in four equal instalments of £18,750 (Eighteen Thousand Seven Hundred and Fifty Sterling) with the first instalment due one calendar quarter after the Effective Date

2. The Fee includes all expenses incurred by the Consultant, including but without thereby limiting the scope of this provision, travel expenses and the costs of secretarial and administrative support

Part 3

Termination Date: One calendar year from the Effective Date. It is anticipated that the Termination Date may be extended on an annual basis for a further two year period subject always to mutual agreement and to Clause 8.2

THIS AGREEMENT is made this 11th day of November 1999 BETWEEN RED DIAMOND TRADING LIMITED whose registered office is at 65 Main Street, PO Box 3463, Road Town, Tortola, British Virgin Islands (the 'Company') of the one part and the company whose name and registered office is set out in Schedule A Part 1 hereto (the 'Consultant') of the other part

1. DEFINITIONS

1.1 In this Agreement:

- 'Territory' means the country or countries described in Schedule A Part 2 hereto
- 'Products' means the product or products and service or services described in Schedule B Part 1 hereto
- 'Services' means the services to be provided by the Consultant to the Company brief details of which are set out in Schedule A Part 4 hereto
- 'Customer' means the party or parties described in Schedule B Part 1 hereto
- 'Fee' means the fee stipulated in respect of each Product in Schedule B Part 1 hereto
- 'Effective Date' means the date stipulated in Schedule A Part 5 hereto
- the 'Principal' means the person identified in Schedule A Part 6 hereto
- 'Manufacturer' means the company which designs, develops, manufactures and supports the Products
- 'Termination Date' means the date stipulated in Schedule B Part 3 hereto
- 'Contract' means a contract for the sale of Products to a Customer
- 'Special Conditions' means the additional terms and conditions (if any) set out in Schedule B Part 4 hereto
- 'Agreement' means this agreement together with Schedules A and B attached hereto

IN STRICT CONFIDENCE

Ref:SOU026/A/A  
Date:11/11/99FINANCE DATA SHEET - ADVISERSNAME OF CONSULTANT: **Commercial International Corporation Limited**

TERRITORY: South Africa

RETAINER: Yes

FEES: No

## AGREEMENT DETAILS

Dated: **11/11/99**Effective: **18 April 2000**

Expiry date: 17 April 2001

## BANKING INSTRUCTIONS

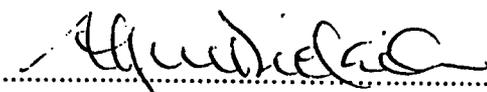
Name and address of bank: Standard Chartered Bank (CI) Limited  
Conway Street  
St Helier  
Jersey  
Channel Islands

Name of account holder: Commercial International Corporation Ltd

Account number/sort code: 69998211

Method of payment: Express International Money Transfer

## ANY OTHER RELEVANT INFORMATION:

Signed  Date **4.5.00**  
.....  
DIRECTOR - HQ MARKETING SERVICES

Distribution: Finance Manager, HQMS

IN STRICT CONFIDENCE

Ref: SOU026/A/A  
Date: 11/11/99RETAINER/EXPENSES

Terms	Timing	Recharge	Invoice
£75,000	Quarterly in arrears in 4 equal instalments of £18,750 with the first instalment due one calendar quarter after the Effective Date of the South African Procurement Package between British Aerospace PLC and the Government of South Africa	32C101/AD3	No

Current period: 18/04/2000 to 17/04/2001

*Agreed.*

**DRAFT date 09/11/99**

THIS AGREEMENT is made this 11th day of November 1999 BETWEEN RED DIAMOND TRADING LIMITED whose registered office is at 65 Main Street, PO Box 3463, Road Town, Tortola, British Virgin Islands (the 'Company') of the one part and the company whose name and registered office is set out in Schedule A Part 1 hereto (the 'Consultant') of the other part

## DEFINITIONS

In this Agreement:

- 'Territory' means the country or countries described in Schedule A Part 2 hereto
- 'Products' means the product or products and service or services described in Schedule B Part 1 hereto
- 'Services' means the services to be provided by the Consultant to the Company brief details of which are set out in Schedule A Part 4 hereto
- 'Customer' means the party or parties described in Schedule B Part 1 hereto
- 'Fee' means the fee stipulated in respect of each Product in Schedule B Part 1 hereto
- 'Effective Date' means the date stipulated in Schedule A Part 5 hereto
- the 'Principal' means the person identified in Schedule A Part 6 hereto
- 'Manufacturer' means the company which designs, develops, manufactures and supports the Products
- 'Termination Date' means the date stipulated in Schedule B Part 3 hereto
- 'Contract' means a contract for the sale of Products to a Customer
- 'Special Conditions' means the additional terms and conditions (if any) set out in Schedule B Part 4 hereto
- 'Agreement' means this agreement together with Schedules A and B attached hereto

THIS AGREEMENT is made this 11th day of November 1999 BETWEEN RED DIAMOND TRADING LIMITED whose registered office is at 65 Main Street, PO Box 3463, Road Town, Tortola, British Virgin Islands (the 'Company') of the one part and the company whose name and registered office is set out in Schedule A Part 1 hereto (the 'Consultant') of the other part

COPY FOR APPROVAL  
PRIOR TO SIGNATURE  
SIGNED .....  
TITLE .....  
DATE .....  
APPROVED BY HJMD .....

1. DEFINITIONS

1.1 In this Agreement:

- 'Territory' means the country or countries described in Schedule A Part 2 hereto
- 'Products' means the product or products and service or services described in Schedule B Part 1 hereto
- 'Services' means the services to be provided by the Consultant to the Company brief details of which are set out in Schedule A Part 4 hereto
- 'Customer' means the party or parties described in Schedule B Part 1 hereto
- 'Fee' means the fee stipulated in respect of each Product in Schedule B Part 1 hereto
- 'Effective Date' means the date stipulated in Schedule A Part 5 hereto
- the 'Principal' means the person identified in Schedule A Part 6 hereto
- 'Manufacturer' means the company which designs, develops, manufactures and supports the Products
- 'Termination Date' means the date stipulated in Schedule B Part 3 hereto
- 'Contract' means a contract for the sale of Products to a Customer
- 'Special Conditions' means the additional terms and conditions (if any) set out in Schedule B Part 4 hereto
- 'Agreement' means this agreement together with Schedules A and B attached hereto

1.2 In this Agreement, a reference to:

- (i) A person includes a reference to (a) an individual, firm, body corporate, unincorporated association, partnership, entity, state or agency thereof and (b) that person's legal personal representatives, successors and permitted assigns
- (ii) A clause or sub-clause or schedule, unless the context otherwise requires, is a reference to a clause or sub-clause or schedule of this Agreement
- (iii) This Agreement or any other document or any specified provision hereof or thereof shall be construed as a reference to this Agreement or other document or that provision as from time to time amended or supplemented; and
- (iv) Any laws shall be construed as references to those laws as amended, extended, consolidated, re-enacted or replaced from time to time.

1.3 In this Agreement:

- (i) The headings used are inserted for convenience only and shall not be deemed to be any indication of the meaning of the clause to which they relate; and
- (ii) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

## 2. APPOINTMENT

- 2.1 With effect from the Effective Date the Company hereby appoints the Consultant as an adviser to provide the Services to support the Company with regard to the possible sale by the Manufacturer of the Products to the Customer in the Territory. The Consultant hereby accepts the appointment and shall use its best efforts to perform its obligations under this Agreement.
- 2.2 The Consultant shall undertake, at its own expense, all the necessary activities to provide the Services in an efficient, timely and responsive manner. Throughout the term of this Agreement the Consultant shall maintain close liaison and contact with the Principal and will keep him informed of all matters which come to the Consultant's attention and are relevant to the provision of the Services.
- 2.3 This Agreement shall not constitute the Consultant an agent of the Company or the Manufacturer and the Consultant shall not hold itself out as such nor shall the Consultant have any authority to enter into any agreement or commitment on behalf of the Company or the Manufacturer.
- 2.4 During the term of this Agreement the Consultant shall not engage in any activities which would or might conflict with the interests or instructions of the Company or the Manufacturer and the Consultant shall, at all times, conduct itself

in a manner that will enhance the reputation of the Company and the Manufacturer of the Products.

- 2.5 This Agreement shall not preclude the Company and the Manufacturer of the Products from making any other arrangements which either of them may desire to assist with the sale of the Products in the Territory.
- 2.6 It is understood and agreed between the Company and the Consultant that the appointment of the Consultant hereunder reflects the particular expertise, organisation and capabilities of the Consultant at the present time.
- 2.7 The Consultant shall not be entitled to assign this Agreement or to delegate, sub-contract or otherwise transfer its rights and obligations hereunder.
- 2.8 The Company shall be entitled to terminate this Agreement by immediate written notice if there is a change in the management or control of the Consultant which the Company deems to be unsatisfactory, harmful or prejudicial to its interests.

### 3. REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

- 3.1 The Consultant represents and warrants that, in connection with the provision of the Services or any of them, except for lawful expenditures that are expressly permitted by applicable laws and the terms of this Agreement, the Consultant has not, whether directly or indirectly, offered, paid or conferred, promised to pay or confer, or authorised the payment or conferment of, and will not, whether directly or indirectly, offer, pay or confer, promise to pay or confer or authorise the payment or conferment of, any benefit of any nature whatsoever:
  - (i) to any person who is an official, agent, officer, employee or representative of any government or the armed forces of any government, including any department, agency or instrumentality thereof and any person acting in an official capacity thereof or on behalf thereof
  - (ii) to the Customer of the Company or the Manufacturer
  - (iii) to any political party or any official of any political party
  - (iv) to any candidate for political office
  - (v) to any person while knowing or suspecting or having reason to know or suspect that any portion of such benefit may be offered, given or promised, whether directly or indirectly, to any of the foregoing persons.
  - (vi) to any person, whether directly or indirectly, where the intention was, or is, unlawfully to influence the sale of the Products (including any services to be provided in connection therewith)
- 3.2 The Consultant represents and warrants that this Agreement and the relationship created hereby between the Company and the Consultant does not (and will not) violate any laws of the Territory.

- 3.3 The Consultant represents and warrants that it is a corporation duly organised under the laws of the place of its incorporation with power to enter into this Agreement and to exercise its rights and perform its duties and obligations hereunder and all corporate and other action required to authorise the execution of this Agreement and the performance of its duties and obligations hereunder has been duly taken.
- 3.4 Neither the Company's employees nor the employees of the Manufacturer:
- (i) are permitted to receive any payment or benefit in kind in respect of their employment other than the remuneration paid by the Company and the Manufacturer
  - (ii) are permitted to receive any shareholding or other interest in the Consultant

Accordingly the Consultant hereby warrants and agrees that no employee or former employee of the Company or the Manufacturer has any such interest (either direct or indirect) and that no such employee or former employee will be offered any such interest, payment or other benefit

#### 4. REMUNERATION OF THE CONSULTANT

- 4.1 In the event that a Contract for the sale by the Manufacturer of any of the Products directly to the Customer is signed and becomes fully effective during the term of this Agreement set forth in Clause 6 below and in full payment for the provision by the Consultant of the Services, the Company shall pay to the Consultant the Fee at such times as set out in Schedule B Part 2 and to such bank account as set out in Schedule A Part 3 hereto.
- 4.2 Notwithstanding anything to the contrary expressed or implied in this Agreement no Fee shall be due or payable to the Consultant in respect of the sale of any of the Products if:
- (i) the payment of the Fee is precluded by the terms of the Contract or by any undertaking or affidavit required to be given by the Company or the Manufacturer in respect thereof or by the laws of the Territory
  - (ii) the payment of the Fee is precluded by any exchange control or similar laws prohibiting the international remittance and transfer of money
  - (iii) the Consultant is in breach of any of its obligations hereunder
- 4.3 The Company shall be deemed to have discharged its obligation to make payment of each instalment of the Fee upon the execution by its bank of instructions to transfer the relevant amount to the bank account referred to in Clause 4.1. If the Company is required, pursuant to any law or regulation, to make any deduction from any such payment it shall do all things in its power which may be reasonably necessary to enable or assist the Consultant to claim

exemption therefrom under any double taxation or similar agreement from time to time in force and shall give to the Consultant proper evidence as to the deduction and payment over to the relevant tax authorities of the tax withheld.

## 5. CONFIDENTIALITY

5.1 During the term of this Agreement, and after termination or expiration of this Agreement for any reason whatsoever, the Consultant shall:

- (i) except when strictly necessary for the purposes of providing the Services (and then only in accordance with instructions issued by the Company), preserve the strictest secrecy as to the Company's and the Manufacturer's business and activities and not disclose to any third party any information concerning such business and activities
- (ii) not use any information concerning the business and activities of the Company for any purpose other than for the provision of the Services

5.2 The Consultant shall treat any information which it receives to which any government classifications apply (including classifications applied by the United Kingdom Government and the Government of the Territory) in accordance with the rules and procedures applied by such governments to such information.

## 6. TERM OF THE AGREEMENT

This Agreement shall commence and be effective from the Effective Date and (unless terminated earlier pursuant to Clause 7) shall remain in full force and effect until the Termination Date.

## 7. TERMINATION

7.1 It shall be a condition of this Agreement that the following events shall not occur and the Company may terminate this Agreement with immediate effect by notice to the Consultant on or at any time after the occurrence of any of the following events:

- (i) a breach by the Consultant of any of its obligations under this Agreement;
- (ii) any representation or statement made by the Consultant in this Agreement or in any notice or other document or statement delivered by it pursuant to or in connection with this Agreement is or proves to have been incorrect or misleading when made;
- (iii) the Consultant admitting or asserting that it is unable to pay its debts as they become due or the passing by the Consultant of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Consultant or the dissolution of the Consultant;

- (iv) the making of an administration order in relation to the Consultant or the appointment of a receiver, administrative receiver, trustee or similar officer in respect of all or any part of the business or assets of the Consultant.
- (v) the Consultant proposing, threatening or making an arrangement or composition with its creditors generally or proposing, threatening or making an application to a court of competent jurisdiction for protection of creditors generally;
- (vi) any bad faith and/or dishonesty and/or negligence and/or any other act or omission on the part of the Consultant which, in the opinion of the Company and/or the Manufacturer, is or might be prejudicial to its or their interests;
- (vii) at any time it becomes unlawful for the Company to perform its obligations under, or to remain a party to, this Agreement;
- (viii) any actual change in the organisation, control or management of the Consultant which, in the opinion of the Company, does, will or might adversely affect the ability of the Consultant to perform or comply with any of its obligations under this Agreement;
- (ix) the Consultant ceasing, for any reason, to be able to exercise its powers and/or perform its obligations and/or otherwise to carry on business as Consultant under this Agreement

7.2 All rights and obligations of the Parties shall cease to have effect immediately upon the termination or expiration of this Agreement for any reason whatsoever except that termination or expiration shall not affect:

- (i) the accrued rights and obligations of the Parties at the date of termination or expiration; and
- (ii) the continued existence and validity of the rights and obligations of the Parties under those clauses or sub-clauses which are expressed to survive the termination or expiration of this Agreement and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

7.3 The termination or expiration of this Agreement shall not give rise to any liability whatsoever on the part of the Company to pay any compensation or damages whatsoever to the Consultant, whether for loss of profits or goodwill or for any other damages of whatsoever nature, and the Consultant unconditionally and irrevocably waives any and all rights it may have (or acquire) to claim any compensation or damages or other monetary entitlement whatsoever under the laws of the Territory or any other laws.

7.4 The following clauses and sub-clauses shall survive the termination of this Agreement: 2.4, 5, 7, 10 and 11.

## 8. GENERAL MATTERS

- 8.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements between the parties whether written or oral, and all such prior agreements are deemed to have been cancelled as of the Effective Date but without prejudice to any rights which have already accrued to either of the Parties.
- 8.2 No variation of this Agreement shall be valid unless it is in writing and signed by both Parties or by their duly authorised representatives.
- 8.3 No failure or delay on the part of the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or a waiver of any other rights, powers or remedies nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right, power or remedy or the exercise of any other right, power or remedy; no waiver by the Company shall be effective unless it is given in writing by a duly authorised representative of the Company.
- 8.4 Time shall be of the essence in relation to the performance by the Consultant of each and every one of its duties and obligations under this Agreement.
- 8.5 Nothing in this Agreement (or in any of the arrangements described in or contemplated hereby) shall be deemed to constitute a partnership, consortium or joint venture between the Company and the Consultant.
- 8.6 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, or any indication to that effect is received by either of the Parties from any competent authority, the Parties shall consult with one another with a view to amending that provision in such reasonable manner as achieves the intention of the Parties without illegality or, at the discretion of the Company, the provision may be severed from this Agreement.
- 8.7 Where any matter requires an instruction from the Company or the approval, authority or consent of the Company such instruction, approval, authority or consent shall not be deemed to have been given unless given in writing by a duly authorised representative of the Company; and the Company may give or withhold any instruction, authority, approval, consent or acceptance in its unfettered discretion.

## 9. NOTICES

In the event that the Company elects to give or deliver any notice pursuant to the terms of this Agreement the Consultant acknowledges and agrees that it may be shown such notice but it shall not be entitled to retain the same or to make any copy of such notice. If, for any reason, it is not possible or practical to adopt the aforementioned procedure the Company shall be entitled to deliver its notice verbally.

10. LAW

This Agreement and the rights and liabilities of the Parties hereunder shall be governed by and construed in all respects in accordance with the **laws of England.**

11. ARBITRATION

Any dispute or claim arising out of or in relation to this Agreement shall be submitted to the arbitration in London of the London Court of International Arbitration under and in accordance with its rules at the date of such submission, which rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator. The Parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this Agreement shall be sufficient and valid.

12. CUSTODY

It is understood and agreed between the Parties that this Agreement and the arrangements referred to herein shall be treated as strictly confidential both during the term of this Agreement and after its expiry. The signed originals of this Agreement shall be lodged by the Company for safe keeping with a custodian whose name and address shall be advised to the Consultant. The said custodian shall be instructed by the Company to permit inspection of the said originals by either of the Parties on the request of either of them but not to release the said originals except (i) at the written request of both Parties hereto, or (ii) to the solicitors of either Party for the purposes only of an arbitration in accordance with the terms hereof, or (iii) to another custodian to be held by him in accordance with this Clause 12

Provided always that (a) if no contract as aforesaid for the sale of the Products to the Customer has been signed and become effective by the Termination Date or (b) when the Fee to which the Consultant is entitled has been paid or (c) when this Agreement has otherwise properly terminated, the Company shall have the right itself to withdraw the said originals and dispose of them.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first before written

Signed by a duly authorised  
representative of the Company

Signature .....

Date .....

Signed by a duly authorised  
representative of the Consultant

Signature .....

Date .....

SCHEDULE A

Part 1

Consultant: **Commercial International Corporation Ltd**  
Address: La Carriere  
Le Hocq  
St Clement  
Jersey  
Channel Islands

Part 2

Territory: South Africa

Part 3

BANKING DETAILS

Name and address of bank: Standard Chartered Bank (CI) Limited  
Conway Street  
St Helier  
Jersey  
Channel Islands

Name of account holder: Commercial International Corporation Ltd

Account number/sort code: 69998211

Method of payment: Express International Money Transfer

Part 4

Services: The provision of certain advice and various services as required by the Company to assist the Company with regard to its activities in the Territory including but not limited to those activities set out below:

**Hawk/Gripen Aircraft Implementation Programme**  
**Delivery of Defence Industrial Programme**  
**Delivery of National Industrial Programme**  
**Delivery of Additional Hawk/Gripen Aircraft Options**

Part 5

Effective Date:

The Effective Date shall be the effective date of Contract in respect of the South African Procurement Package between British Aerospace Public Limited Company and the Government of South Africa

Part 6

Principal:

Marketing and Sales Managing Director of the Manufacturer or his nominee

SCHEDULE B

Part 1

Products: For the purposes of this Agreement it is understood and agreed between the parties that the Consultant shall not receive fees in respect of the sale by the Company of specific products but shall be remunerated for the Services described in Schedule A Part 4

Fee and expenses: £75,000 per annum (Seventy five Thousand Pounds Sterling (the 'Fee'))

Part 2

Payment Conditions

1. The Fee shall be paid by the Company to the Consultant quarterly in arrears in four equal instalments of £18,750 (Eighteen Thousand Seven Hundred and Fifty Sterling) with the first instalment due one calendar quarter after the Effective Date

2. The Fee includes all expenses incurred by the Consultant, including but without thereby limiting the scope of this provision, travel expenses and the costs of secretarial and administrative support

Part 3

Termination Date: One calendar year from the Effective Date. It is anticipated that the Termination Date may be extended on an annual basis for a further two year period subject always to mutual agreement and to Clause 8.2

René Merkt & Associés  
Avocats au Barreau de Genève

N° 11  
504026

1200/496/054

René Merkt  
Jacques Merkt  
Cyril Abecassis  
Lic. et Sc. Com.  
Ileana Büschi  
Philippe Pasquier  
Lic. et Sc. Com.  
Yves de Coulon  
LL.M. (Int. Business Law)  
Juan Carlos Landrove

15, rue Général-Dufour  
Case postale 5556  
1211 Genève 11  
Téléphone: (+ 41 22) 809 55 99  
Télécopieur: (+41 22) 809 55 80/90  
E-mail: mail@merkt.ch

IN STRICT CONFIDENCE

COMMERCIAL INTERNATIONAL  
CORPORATION Ltd

La Carriere  
Le Hocq  
St Clement  
JERSEY  
CHANNEL ISLANDS

December 15, 1999

Dear Sirs,

We confirm that we are holding, on behalf of our client, signed envelopes endorsed by or on behalf of both parties under Reference N° RD 074 upon the following mandate :

- 1) We will permit an inspection in our presence by either party of the envelopes marked with the name of that party in normal business hours, upon production of a written authority by the party concerned.
- 2) We will return the envelopes to our client upon receiving a written request to this effect signed on behalf of both parties.
- 3) We will return the envelopes, marked with the name of one party, to the solicitors of that party upon receiving written authority given by the party concerned together with a written undertaking given by such solicitors that there is a dispute in connection with the document(s) contained in such envelopes and that such document(s) is/are required solely for the purposes of an arbitration in relation to that dispute.

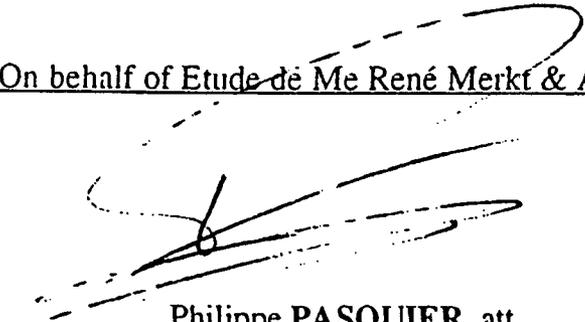
J.

- 4) We will release the envelopes to our client upon receiving a certificate signed by the Deputy Legal Director of our client confirming that the document(s) contained in the said envelopes is/are no longer in effect because they have terminated in accordance with the terms of such documents or that our client's obligations thereunder have been discharged or that the envelopes are to be entrusted upon the same mandate to another custodian.

We will undertake to preserve the strictest secrecy regarding the existence of the above-mentioned arrangements, provided always that we will not be liable for any failure to recognise an absence of proper authority or any forgery, except of course a case where we have been grossly negligent.

Yours faithfully,

On behalf of Etude de Me René Merkt & Associés



Philippe PASQUIER, att.

## Special conditions :

1. The Consultant & his associates shall not place any demands or make use of any secretarial, administration or travel ~~cost~~ or any other support resources belonging to any B&E office / B&E associated organisation in South Africa.
2. A mechanism is required to put a travel budget in place which must be capped at a level as advised by Neils Petersen

New Co -

2-3 wks

SCHEDULE A

Part 1

Consultant: **Primula Investments Limited**

Address: c/o Ernst & Young Trust Company (Jersey) Limited  
PO Box 621  
Le Gallais Chambers  
54 Bath Street  
St Helier  
Jersey JE4 8YD

Part 2

Territory: South Africa

Part 3

Banking details

Name and address of bank: Standard Chartered Bank (CI) Limited  
Intermediary Banking  
PO Box 830  
Conway Street  
Jersey JE4 9NZ

Account number: Sterling EVDA 06663230011

Swift Code: SCBLGB2LSCO

Chaps Code: 609199

Name of account holder: Primula Investments Limited

Preferred method of payment: Express International Money Transfer

1200/496/060

Part 4

Services:

The provision of ~~certain~~ <sup>Special</sup> advice and various services as required by the Company to support the ~~Company~~ <sup>assets of</sup> with regard to its activities in the Territory including (if required) ~~advice on financial and commercial aspects of doing such business in the Territory~~

as defined below.

Part 5

Effective Date:

15 April 2000

- Delivery of Defective F.P
- Delivery of Admin etc etc

Part 6

Principal:

Marketing and Sales Managing Director of the Manufacturer or his nominee

Special Conditions

- This fee includes expenses incurred and as such the Individual is responsible for his own travel and administrative arrangements.
- (several)

( **NEW FILE** )  
1200/496/062

COUNTRY: <b>S-AFRICA</b>		REF. NO: <b>502026</b>
ADVISER/CONSULTANT	<b>Commercial</b>	<b>(NEW) AMENDMENT RT2</b>
PRODUCT: <b>INT CORP LTA</b>		
PROPOSAL FORM RECEIVED FROM:		DATE RECEIVED:
COMMITTEE APPROVAL REFERRALS <b>EX WORK</b>		
DRAFT DOCUMENT STARTED		REFERENCE: <b>A0190371</b>
LEGAL DEPARTMENT	<input checked="" type="checkbox"/> SENT	APPROVAL RECEIVED: <b>10/1/55</b>
FINAL FORM DOCUMENT PREPARED <input checked="" type="checkbox"/>		
APPROVAL SIGNATURE TO	DATE	RETURNED:
<b>J. M. D.</b>		
METHOD OF DELIVERY	DATE SENT	SIGNED DUPLICATE RETURNED:
<b>By hand</b>	<b>J.A./K. THURSTON</b>	<input checked="" type="checkbox"/>
LODGING PAPERS REQUESTED	DATE	<b>08/12/55</b>
PRESENT LOCATION		
ACTION REQUIRED		ACTION TAKEN
Filed in Agreement Binder:		Date
Computer entry form:		Date <b>08/12/55</b>
Finance Data Sheet to:		Date
Data Sheet to:		Date
Agreement copied to:		Date Date
Filed in:	<b>Safe</b>	<b>Lektriever</b>
<u>COMMENTS</u>		

11.11.99

SOU - CIC Ltd.

Mr Hugh Thurston.

- HT returns OK 25/11. Will call to fix mtg to hand over company papers for CIC.
- Needs receipt from RM ASAP. (? lodge 30.11.99 trip).

JAT

1200/496/063

SOU: [Arstow]  
- Alex R / Hugh T.

£75k x 3 approved.

£150k pa. agreed by KS?  
to cover Airbus.

Start April 2000 (contract effectivity)

- Do all + back to back  
or do 75k on a Airbus do  
their own?

KS said cleared by RME.

3.11.99 - MST: sign for 75k pa only.  
Airbus to make own arrangements

1200/496/064

**BRITISH AEROSPACE  
MEMORANDUM**

COMPANY HEADQUARTERS

FARNBOROUGH

HUGH J M DICKINSON

MR M J TURNER  
MR K SMITH  
MR P RILEY

Ref: X019V369

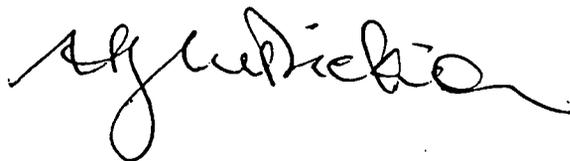
20 SEPTEMBER 1999

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**IN STRICT CONFIDENCE**

**SOUTH AFRICA**

I have received the attached urgent request to amend our arrangements in South Africa. I would be grateful if you would consider approving the proposal ex-committee. If you do approve would you please sign where indicated and return all the papers to me.



**HUGH J M DICKINSON  
DIRECTOR - HQ MARKETING SERVICES**

In Strict ConfidenceSOUTH AFRICA**Existing Agreements:**\* **Osprey Aerospace (Pty) Ltd**

Consultancy Agreement dated 21/06/91, effective 21/06/91, expires  
31/08/2000

Gripen Aircraft	0.125%
Complete or incomplete sets of parts for Gripen Aircraft	0.125%
Hawk Aircraft	0.25%
Complete or incomplete sets of parts for Hawk Aircraft	0.25%

\* **FTNSA Consulting Limited**

Consultancy Agreement dated 11/06/92, effective 11/06/92, expires  
10/06/99

Gripen Aircraft and Kits of Parts	0.50%
Hawk Aircraft	0.50%

**Proposed renewal and reduction not yet signed**

Gripen Aircraft and Kits of parts	0.25%
Hawk Aircraft	0.50%

\* **Kayswell Services Limited**

Consultancy Agreement dated 01/01/99, effective 01/01/99, expires  
31/12/99

Gripen Aircraft and Kits of Parts	2.00%
Hawk Aircraft	3.00%

cont/....

**Brookland Management Ltd**

Consultancy Agreement dated and effective 22/02/99, expiry 03/09/99

Hawk Aircraft	1.00%
Gripen Aircraft	1.00%

**Proposed reduction and renewal not yet signed**

Hawk Aircraft	0.50%
---------------	-------

Gripen Aircraft	0.25%
-----------------	-------

**Huderfield Ent Inc**

Consultancy Agreement dated 12/01/99, effective 12/01/99, expiry 31/08/00

Hawk Aircraft	2.75%
Hawk Spares	2.75%
Gripen Aircraft	0.875%
Gripen Spares	0.875%

\* **Zomita Development SA**

Consultancy Agreement dated and effective 16/01/99, expiry 15/01/2000

Hawk Aircraft	2.00%
Gripen Aircraft	2.00%

\* **Arstow Commercial Corporation**

Consultancy Agreement dated and effective 12/01/99, expiry 20/07/00

Hawk Aircraft	1.50%
Gripen Aircraft	1.50%



AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

- A. The parties have agreed to amend the Agreement as set out herein
  - 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
  - 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
  - 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
  - 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
  - 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
  - 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on \*\*\*\* 04/07/01

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Consultant

Signature .....

Signature .....

Territory: South Africa

SCHEDULE B

1200/496/069

Part 1

Products:

For the purposes of this Agreement it is understood and agreed between the parties that the Consultant shall not receive fees in respect of the sale by the Company of specific products but shall be remunerated for the Services described in Schedule A Part 4

- |                   |    |   |
|-------------------|----|---|
| Fee and expenses: | 1. | £75,000 per annum (Seventy five Thousand Pounds Sterling (the 'Fee')) |
|                   | 2. | US\$200,000 (Two hundred Thousand United States Dollars)              |

Part 2

Payment Conditions

1. The Fee shall be paid by the Company to the Consultant quarterly in arrears in four equal instalments of £18,750 (Eighteen Thousand Seven Hundred and Fifty Sterling) with the first instalment due one calendar quarter after 18 April 2000

The Fee includes all expenses incurred by the Consultant, including but without thereby limiting the scope of this provision, travel expenses and the costs of secretarial and administrative support

2. The sum of US\$200,000 stipulated in Part 1 item 2 shall be paid at such time and in such manner as the Company may, in its absolute discretion, determine.

Part 3

Termination Date:

17 April 2002

AMENDMENT made on the date set out below to an agreement reference A019V371 between RED DIAMOND TRADING LIMITED (the 'Company') and Commercial International Corporation Ltd (the 'Consultant') made on 11 November 1999 (the 'Agreement')

- A. The parties have agreed to amend the Agreement as set out herein
  - 1. In this agreement, words and phrases defined in the Agreement shall, unless the context otherwise requires, bear such meaning when used in this agreement.
  - 2. Schedule B to the Agreement shall be deleted and the attached Schedule B shall be substituted therefor.
  - 3. This agreement shall constitute a valid and enforceable variation to the Agreement in accordance with the provisions of Clause 8.2 of the Agreement
  - 4. This agreement may be executed in two counterparts both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by signing a counterpart.
  - 5. This agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of England.
  - 6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be English. The parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses given in this agreement, or at such other address as a Party may notify to the other for such purpose, shall be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties on 30 April 2001

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Consultant

Signature .....

Signature .....

Territory: South Africa

# In the Royal Court of Jersey

1200/496/084

In the year one thousand nine hundred and sixty-six, the eighteenth of June.

On the application of Messrs. Albert Raphael Shammah,  
Freddy Roland Martell and Ben André,

Limited  
Liability  
Companies

founder members of a limited liability company styled  
**Commercial International Corporation Limited,**  
the Court has ordered the registration in the Register of  
Limited Liability Companies of the Memorandum and Articles  
of Association of the said company; the applicants having  
complied with the enactments in force in this Island  
relating to limited liability companies and the control of  
borrowing.

Of which Memorandum and Articles the tenor follows:-

## FILE NOTE

### NOTE OF MEETING WITH LEN DAY AND HUGH THURSTON ON MONDAY, 14 MAY 2001

Present: Peter Thomas  
Amanda Pilnick

**Commercial International Corporation Ltd**  
**Sterling EVDA 06 6999824 11**

Len and Hugh requested the meeting to advise us of a large transfer, which will be remitted to the captioned account on behalf of their client, Mr F Hlongwane

Their client is retained by British Aerospace (BA) and receives annual commissions in the region of GBP 75,000 through a subsidiary company of theirs called Red Diamond Ltd.

Hugh is due to have a meeting with BA on 21 May 2001 when a further payment of GBP 2.9 Million will be discussed. This relates to the sale of equipment to BA from a Swedish company, which Hugh's client has negotiated. Hugh was keen to stress that their client is not a civil servant or government employee but rather a consultant to BA.

Hugh will ask BA to have their bankers, Lloyds Bank Plc, London, to write to me to confirm that they are happy with the source of funds which we will see coming from Red Diamond Ltd. He will also advise us prior to the transfer taking place and give instructions for placing the funds on Fixed Term Deposit.

He also mentioned that his client, a Zulu by birth, is interested in helping orphans and under privileged children in South Africa to gain a better education. At the same time he is developing a garage mechanic business in South Africa and we may see funds being transferred out in the future to help fund these two projects.

On a separate issue there have been some queries recently regarding Debit Card claims on the account, which their client had disputed. The client has since remembered the transactions relating to South African Airlines but continues to dispute a claim by the Mandarin Hotel. A letter confirming the South African Airline transactions will be forwarded to us and Hugh will continue to press Mr Hlongwane regarding the outstanding item.

Finally Hugh mentioned that on behalf of another client he will be traveling to China in July and has asked us to secure an introduction to our Shenzhen office prior to his arrival.

#### Action Points

Amanda: Please liaise with Hugh re incoming monies and deal with Debit Card transactions

Peter: I will approach our Shenzhen branch for a contact

P J THOMAS  
MANAGER  
INTERMEDIARY BANKING

# *L. H. Day, F.C.A.*

*Chartered Accountant*

*Telephone*  
*(01534) 854014*  
*Facsimile*  
*(01534)856277*

*La Carrière*  
*Le Hocq*  
*St Clement*  
*Jersey, C.I.*  
*JE2 6FQ*

*Our Ref:* LHD/KvD

6 January, 1999

Peter Thomas Esq  
Standard Chartered Bank (CI) ltd  
P O Box 830  
Conway Street  
St Helier  
Jersey JE4 OUF

Dear Peter

## Due Diligence

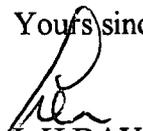
With reference to your letter of 17<sup>th</sup> December, I now have pleasure in enclosing herewith photocopies of the passports of myself, my wife Margery, my son Nigel and Hugh Thurston.

The addresses you require are as follows:-

- 1) **Margery and Leonard Day**  
Address and Telephone No as above.
- 2) **Nigel Day**  
Address: Gramarye, 4 Le Clos de Rocquebert, La Grande Route de la Cote, St Clement, Jersey JE2 6SD  
Telephone: 855375
- 3) **Hugh Thurston**  
Address: Claremont, Mont Millais, St Helier, Jersey  
Telephone: 34384

I trust this gives you all the information you require.

Yours sincerely

  
L H DAY





MR. N. H. DAY

BRITISH PASSPORT



JERSEY

J 149589

	Bearer Titulaire	Spouse Epouse
Place of birth Lieu de naissance	JERSEY	/
Date of birth Date de naissance	25 OCT, 1962	
Height Taille	1.80 m.	
Distinguishing marks Signes particuliers	—	

CHILDREN ENFANTS

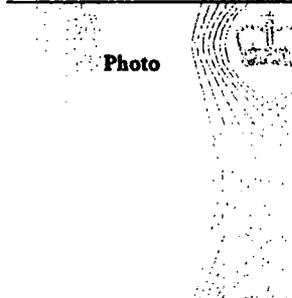
Name Nom	Date of birth Date de naissance	Sex Sexe
SEE PAGE 6	6	

Usual signature of bearer  
Signature du titulaire

Usual signature of spouse  
Signature de son épouse



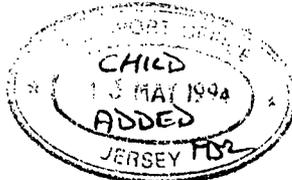
Bearer Titulaire



Spouse Epouse

Photo

The bearer (and spouse, if included) should sign opposite on receipt



*Her  
Britannic Majesty's  
Lieutenant-Governor and  
Commander-in-Chief of  
Jersey (Channel Islands)  
and its Dependencies.*

*Requests and requires, in the Name of  
Her Majesty, all those whom it may  
concern, to allow the bearer to pass freely  
without let or hindrance, and to afford  
the bearer such assistance and protection  
as may be necessary.*

# PASSPORT

JERSEY—CHANNEL ISLANDS  
JERSEY—ILES DE LA MANCHE

MR. NIGEL HOWARD

Name of bearer }  
Nom du titulaire }

DAY

Accompanied by spouse }  
Accompagné de son épouse }

and by }  
et de }

ONE

{ children  
{ enfants

National status }  
Nationalité }

BRITISH CITIZEN

No. of passport }  
No. du passeport }

J 149589

Attention is drawn to the notes at the back of this passport

This passport is valid for all countries unless otherwise endorsed (subject to any visa or other entry regulations of countries to be visited)

Ce passeport est valable pour tous pays, sauf mention spéciale (sous réserve des formalités de visas ou autres règlements d'entrée des divers pays)

This passport expires Ce passeport expire le

6 APRIL, 1999

~~Vises extended~~ à moins de prolongation

Issued at Délivré à



Date Date

L Day Esq  
La Carriere  
La Grande Route de La Cote  
Le Hocq  
St Clement  
Jersey JE2 6FQ

507346

17 December, 1998

CONTACT NAME: Peter Thomas

Dear Len

**DUE DILIGENCE**

As part of our 'due diligence' responsibilities I am currently updating the information we hold in respect to the accounts you administer and should be grateful for your assistance.

One of our requirements for the acceptance of new intermediaries is that we obtain details of each signatory, however, in the case of yourself we have never sought such information due to the long working relationship we have had in place.

Unfortunately due to a general tightening up of responsibilities placed upon us, both within the Island and our Group, I am now obliged to seek copy passports for yourself, Margery, Nigel and Ian Thurston together with address and telephone details for Nigel and Ian.

I am sorry to trouble you in this respect, particularly as you are so well known to me, but hope that you will understand the necessity for me to request such documentation.

With kind regards

Yours sincerely

**P J THOMAS  
MANAGER  
INTERMEDIARY BANKING**

31 July 1996

PJT/MF

Mr. L. Day,  
La Carriere,  
Le Hocq,  
St. Clement,  
Jersey JE2 6FQ.

507346

Dear Mr. Day,

**INTERMEDIARY BANKING**

I know that you are familiar with the services offered by our Intermediary Banking team and am sure that the provision of this dedicated unit has proved to be of benefit to you as it has to us.

One of the key aspects of the Intermediary Banking department's role is to ensure that your accounts are established, controlled and operated as quickly and efficiently as possible. This has been achieved by dispensing with many of the formalities that clients would usually have to undergo when establishing accounts and operating them.

As you are aware the prevention of Money Laundering has become very high profile and quite correctly banks are seeking to ensure they are not involved in such activities. Because of the special nature of the accounts looked after by the Intermediary Banking department the Bank has relied largely on the professionalism and integrity of the Intermediary who introduces the business to us. I do not wish to burden Intermediaries with the onerous task of providing background information on underlying clients, if indeed they are prepared to provide it given the confidential nature of the business. Therefore in order to circumvent this potential problem I would be grateful for confirmation that any account you introduce to us has been vetted by yourselves in terms of due diligence and that you have routines in place to establish that the account, to the best of your knowledge, is not being used for money laundering purposes.

If you do have any internal procedures which are carried out by way of client vetting and are able to let me have a copy I would be most grateful.

I am sorry to have to ask you for this confirmation but I feel this is the best way to ensure that the establishment and maintenance of your accounts is kept as trouble free as possible.

Yours sincerely,

**R.C. Cooper**  
Director

96 AUG 22 10 17

96 AUG 22 09 21

*L. H. Day, F.C.A.*  
*Chartered Accountant*

*Telephone*  
*(01534) 854014*  
*Facsimile*  
*(01534)856277*

*Time Center*

*La Carrière*  
*Le Hocq*  
*St Clement*  
*Jersey, C.I.*  
*JE2 6FQ*

LHD/DJK

20th August 1996

The Manager,  
Standard Chartered Bank (C.I.) Ltd.,  
P.O. Box 89,  
Conway Street,  
St Helier,  
Jersey  
JE4 8PY

Attention of Peter Thomas

Dear Sir,

INTERMEDIARY BANKING

I refer to your letter of 31st July and my subsequent telephone call with Mr Thomas.

As I am now semi-retired, I do not take on any new cold clients nor do I solicit new business.

If I do take on a new client it will be because of an existing connection or recommendation from an existing client and I make all necessary enquiries to satisfy myself that funds passing through my hands have a legitimate background.

*OK.*

Yours faithfully,



From: MARILYN

(Section/Region)

Date: 26/4/00

Time: 3:50

Extension: 7369

Account: COMMERCIAL INTERNATIONAL CORPORATION LTD Account Number: 06699982411

Region (If Different from above): AMANDA/INTERM

Caller (If Different from Account Holder): AMANDA

Callers Telephone Number: 01534 854014

Telephone Indemnity Held: Yes/No\*\*/Not Required  
(Delete As Appropriate)

\*\*Management Approval If Telephone Indemnity Not Held:

Payment Method Required: 4909 6100 0016 8765 Exp 03/02

Message: CARDHOLDER F. HLONGWANE

Customer requested a Gold Card unfortunately a Classic was ordered in error.

Classic ~~card~~ Card blocked as customer does not want it.

● Please order a Gold Card please.

CCN / Except. / UAP / CHKD / 8 Blocked.  
① / ① / ① / ①

Message taken by M. STEWART Read Back By .....

Signature M Stewart Signature .....

06 6999824 11

## **Standard Chartered**

Standard Chartered Bank (CI) Limited  
PO Box 89, Conway Street  
St Helier, Jersey JE4 8PY  
Channel Islands

Telephone +44 (0) 1534 507000  
Fax +44 (0) 1534 507111

Direct Dialling No 507369

**Mr F Hlongwane**  
**C/O Commercial International Corp Ltd**  
La Carriere, Le Hocq  
St Clement, Jersey, JE2 6FQ

**27 April 2000**

**CONTACT NAME:**  
Sharon Quigley

Dear Mr Hlongwane

**Re: Gold International Debit Card**

**I confirm that a new Gold International Debit Card has been ordered and will be mailed to you in accordance with your instructions within the next 5 to 12 working days.**

May I take this opportunity to confirm you can use your card to:-

- o Withdraw up to **£2,500** per day in local currency from banks or cash machines worldwide that display the VISA or VISA Delta symbols.
- o Pay in person, by post or by phone for goods and services up to the value of **£10,000** per day from retailers and suppliers worldwide who display the VISA or VISA Delta symbols.

Please accept my sincere apologies for the delay and inconvenience cause by issuing a Classic card in error.

For further information relating to your international debit card please refer to "**the international debit card user guide**" which will be enclosed with your card.

If you have any further questions on this matter please do not hesitate to contact me.

Yours sincerely



**Mrs Sharon Quigley**  
**Customer Services Manager**  
**Cheque/Card Services**

20 JUN 06 10 32

06 699982411

# Commercial International Corporation Limited

**Telephone**  
**(01534) 854014**  
**Facsimile**  
**(01534)856277**

**La Carrière**  
**Le Hocq**  
**St Clement**  
**Jersey, C.I.**  
**JE2 6FQ**

**Our Ref:** LHD/NH/D22

5 June 2000

The Manager  
Standard Chartered Bank (CI) Limited,  
P.O. Box 830  
Conway Street  
St Helier  
Jersey JE4 8PY

For the attention of Amanda Pilnick

Dear Sir

**Account No. 69998211**

**I return herewith the Blue Visa Card issued to Mr Hlongwane now that it has been replaced with a Gold Card.**

I confirm that I have destroyed the envelope containing the PIN number which had not been opened.

Yours faithfully  
for and on behalf of

**COMMERCIAL INTERNATIONAL CORPORATION LIMITED**

  
Director

22 JUN 06 16:35

ACC NAME	Commercial Int
BASE No	6999824
DO NOT USE STAPLES	

**Memo**

Standard Chartered Bank (C.I.) Ltd.,  
Standard Chartered House,  
P.O.Box 89, Conway Street,  
St. Helier, Jersey, Channel Islands.  
JE4 8PY.

Telephone: (01534) 507173  
Facsimile: (01534) 507113

**Date: 15 January 2001**

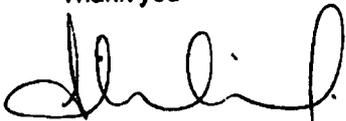
**To: Andrea Gow  
Cheque Card Services**

**From: Amanda Pilnick  
Intermediary Banking**

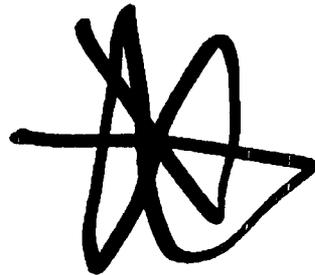
**Subject: COMMERCIAL INTERNATIONAL CORP LTD**

The customer has advised that they no longer require the use of their International Debit Card under the above account. Please make the necessary arrangements to cancel his existing card.

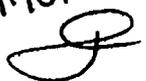
Thank you



**Amanda Pilnick  
Client Relationship Manager  
Intermediary Banking**



All necessary action has been taken.

ACCW 16/1/01  


mandate for company account (continued)

08/98  
0.45.1

6. to accept any indemnities given on behalf of the Company provided that they are signed by:

ANY ONE DIRECTOR.

Full names of Directors,  
Managers or Procurators

Signatures

IAN HUGH THURSTON

*I. Thurston*

ROBERT HUGH CHATMAN

*R. Chatman*

NEOWAD HENRY DAY

*N. Henry Day*

Dated this 2<sup>nd</sup> day of NOVEMBER 19 99.

We hereby agree that the aforementioned authorities to the Bank shall be governed by and construed in accordance with the law of the jurisdiction in which the office of the Bank is situate and that the Company hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of such jurisdiction.

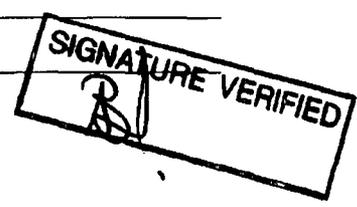
Full names of Signatories

Specimen Signature

NISEA HOWARD DAY - SECRETARY -

*N. Howard Day*

Standard Chartered Bank (CI) Limited  
PO Box 830, Conway Street  
St. Helier, Jersey JE4 0UF, Channel Islands  
Tel: Jersey +44 (0)1534 507346  
Fax: Jersey +44 (0)1534 507113



Deposits made with the office of Standard Chartered Bank (CI) Limited in Jersey are not covered by the Deposit Protection Scheme under the UK Banking Act 1987. Jersey is not part of the UK.

The paid up capital and reserves of Standard Chartered Bank (CI) Limited exceed £48 million and the principal place of business is Jersey.

Transactions with Standard Chartered Group offices outside the United Kingdom are not protected by the United Kingdom's Financial Services Act and Investors Compensation Scheme.

Use of the products or services described in this brochure may not be permitted in some countries and if in doubt, customers are advised to check with their local authorities before applying. This brochure does not constitute an offer on the part of the Bank to provide the products or services described therein to customers resident in countries where local law or regulation does not permit their use.

Issue of this brochure in the United Kingdom has been approved by Standard Chartered Bank, London, regulated by IMRO and SFA.





ORIGINAL COPY'S WITH  
INTERMEDIARY PROFILE "LEN DAY"

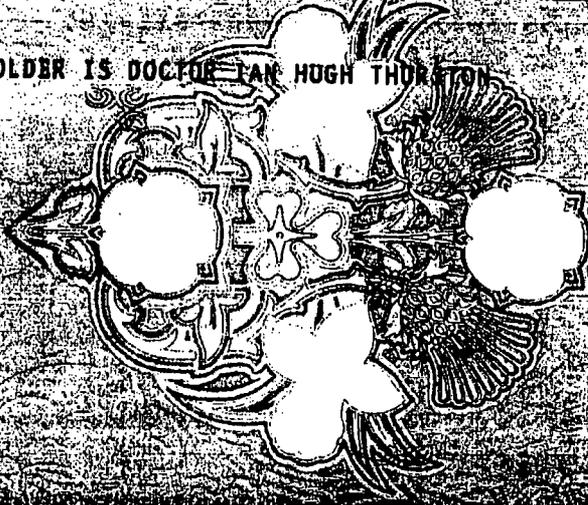
I HEREBY CERTIFY THIS  
IS A TRUE & EXACT COPY  
OF THE ORIGINAL.

*D. Soudades*

FOR & ON BEHALF OF  
STANDARD CHARTERED GRINDLAYS  
OFFSHORE FINANCIAL SERVICES

THIS PAGE IS RESERVED FOR OFFICIAL OBSERVATIONS, IF ANY /  
CETTE PAGE EST RESERVEE LE CAS BECHANT AUX OBSERVATIONS OFFICIELLES (11)

THE HOLDER IS DOCTOR TAN HUGH THURSTON



32

STANDARD

**Emergencies**  
The holder should insert below particulars of two  
relatives or friends who may be contacted in the event  
of accidents:

Name/ CHARMAN ROBERT HUGH

Address/ CLAREMONT COURT

NEW HILLS, ST. HELENS

LANSEY RD ARA

GRANVILLE ISLAND

Name/ PARRY ALAN

Address/ 2110 TRINITY ROAD

MAISON SWIS 3RA

Telephone/ 0208

Telephone/ 574 2811

This passport contains 32 pages  
Size passport contains 32 pages  
Date pas book at 32 pages  
Dated pas book at 32 pages  
To be kept in good order 32 pages  
C. passport contains 32 pages  
It is 32 handwritten in plus two  
If present passport contains 32 pages  
D. passport book 32 handwritten  
O. passport & constitution per 32 pages  
Total pas book 32 pages  
Pass. interch. 32 pages

COMMERCIAL INTERNATIONAL CORPORATION



8-5-00

Dear Johannes

INSTRUCTIONS

The plan in outline is as follows:

ARSTON: 1. Transfer GBP 550,000 to Westunity account ✓

2. Transfer as soon as possible GBP 200,000 <sup>8/5</sup> to AFER's Spanish lawyers account ✓3. Transfer on 16 May GBP ~~150~~<sup>145</sup>,000 to AFER's Spanish lawyers  
" " 26 May " 160 " " " " ✓

4. Keep GBP 500,000 on current account from which I will give an order to transfer GBP 250,000 before the end of May, i.e. early June.

5. The Balance is GBP 2,250,000:

i) Put GBP 1,000,000 on 2 DAY CALL Account

ii) Put GBP 1,250,000 on 60 DAY deposit Account which will be renewed ✓

WESTUNITY: 1. Draw bank cheque for GBP 20,000 in favour of Mr R.H. CHAPMAN (payment for purchase of Commercial International Corporation Ltd) ✓

~~2. Keep GBP 130,000 on current account~~3. Place GBP ~~110~~<sup>130</sup>,000 on 2 day call account.

H. Thomson