



GWICONSULTING
GoodWorks International LLC

REPRESENTATION AGREEMENT

Between

GOODWORKS INTERNATIONAL, LLC

And

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

AUGUST 2011

NSD/CES/REGISTRATION UNIT
2011 OCT -7 PM 3:49

F. [Signature]
R.

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1.0 PROJECT SUMMARY

GoodWorks International, LLC (GWI) seeks to enter into a two year Agreement with the Government of the Republic of Sierra Leone (GoSL), working with and under the direction of the Ministry of Foreign Affairs and International Cooperation and the Attorney-General and Minister of Justice, to advocate and represent the interests of GoSL in the United States, particularly between senior executives and their congressional counterparts. The representation services (Services) are designed to develop and implement initiatives that will result in a more favourable policy environment for GoSL and improve the perception of Sierra Leone among U.S based donor agencies, multilateral institutions, and other public and private sector entities. It is expected that the services will also include specific ad hoc tasks and assignments by GoSL during the course of the Agreement.

2.0 REPRESENTATION OBJECTIVES

GWI will provide multi-dimensional representation, which combines national level advocacy, support for official and private visits to the U.S. by the President of the Republic of Sierra Leone and senior members of the Cabinet and government, and with policy analysis when requested, identification of opportunities that will benefit Sierra Leone and its people, raise Sierra Leone's standing among U.S. foreign policy priorities in Africa, and improve Sierra Leone prospects for attracting U.S. foreign direct investment.

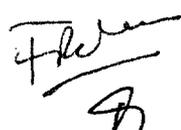
3.0 RATIONALE AND NEED FOR REPRESENTATION

3.1 Research shows a strong correlation between countries and geographic regions which receive favourable economic and political treatment from the United States, on the one hand, and effective advocacy and access to power brokers and decision-makers in the executive and legislative branches of the federal government, on the other. Historically, effective advocacy before federal agencies and authorities generates substantial interest in a particular country and its national agenda, frequently inducing members of Congress and the Administration to respond more favourably to a country's national interests than would otherwise be the case. Countries without strong American advocacy in Washington, on the other hand, risk marginalization or indifference by Congress and/or the Administration with respect to issues of importance to them. GWI will work to enhance Sierra Leone's image and profile by engaging the Washington bureaucracy, senior officials responsible for defining and implementing U.S. Africa policy, members of Congress with strong interests in Africa, and influential civil society groups with activities and interests on the continent.

3.2 The need to enhance Sierra Leone's profile in the U.S. is palpable. Sierra Leone's positive image is not well known in the United States, nor does it receive the kind of attention in government circles that we believe it deserves.

That Sierra Leone does not feature as prominently as it might in the foreign policy of the United States finds a parallel in the relative ignorance of its accomplishments and potential in the American private sector. In the economic and investment arena, there is a need to demonstrate the positive results of ongoing GoSL efforts to overcome economic, political and social challenges and to improve the country's investment climate. If this is not done effectively, U. S. private capital may be diverted elsewhere.

It therefore is in the interest of GoSL to have a respected and credible voice in Washington, with strong political standing and media credentials, to complement and extend the reach of the Embassy of the Republic of Sierra Leone and to ensure access and influence with the executive and legislative branches, the private sector, and the NGO community.

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4.0 REPRESENTATION SERVICES

In furtherance of the duties described herein, GWI will use its best efforts and good offices to support the GoSL and will devote all necessary time and personnel resources to the task. GWI shall carry out all required activities for effective representation of Sierra Leone, including, but not limited to, the following Services:

4.1 GWI will help to design relevant programs, arrange meetings with appropriate officials in the Administration and Congress, and provide access to corporate leaders and media representatives:

4.2 Monitor U.S. legislation and trade policies that directly affect Sierra Leone, and provide analysis and guidance to Sierra Leonean officials on the impact of those policies and the new opportunities they might present:

4.3 Promote greater congressional knowledge and understanding of GoSL policies and accomplishments, and more positive attitudes and policies toward Sierra Leone and the efforts of its government. In addition to using its own skills and resources, GWI will, as necessary, identify and engage interested trade associations and non-profit groups in Washington and beyond, that might help advance the policy objectives of the GoSL.

4.4 Enhance the public image of the Government of Sierra Leone in the U.S. by careful monitoring of media reports on Sierra Leone, to counter negative information with balanced responses. Consistent with the goal of elevating the image of Sierra Leone's in the U.S. and internationally, GWI will collaborate with the Government on matters related to public diplomacy, including, where necessary and requested, preparing testimony or legislative briefings, reviewing correspondence with members of Congress and drafting op-ed pieces, letters to the editor, speeches, and press releases. 4.5 Execute specific projects that fall within the scope of GoSL's immediate concerns, as well as other projects at the request of the Government, whenever necessary.

5.0 SPECIFIC PROJECTS

In light of the above, GWI will focus particular attention on the following projects, which GWI understands to be of high-level interest and immediate importance to the GoSL:

5.1 In cooperation with the Embassy of Sierra Leone and the Permanent Mission of Sierra Leone to the United Nations (based in New York), assemble a U.S. Advocacy Group for Sierra Leone consisting of business, political, civil society, environmental, and academic professionals, to include Sierra Leonean nationals based in the U.S., for the purpose of helping to speak for Sierra Leone in matters of interest to government, business, or civil society.

5.2 Highlight Sierra Leone's achievements with the U.S. Administration. Focus greater official and public attention on Sierra Leone's enduring political stability, dedication to democratic values, regional leadership, support for counter-terrorism, and commitment to a market-based economy.

5.3 In close collaboration with the GoSL, help to organize U.S. Administration visits to Sierra Leone, as well as visits by Congressional delegations (CODELS), Congressional staffers (STAFFDELS), and potential investors from the U.S. business community. During their visits, such delegations will request meetings with key GoSL officials, including His Excellency, The President. They will also seek meetings with leaders of civil society, human rights groups, business and religious leaders, and representatives of the media and academia.



6.0 SCOPE OF AGREEMENT

This Agreement covers all government related services offered by GWI to the Government of Sierra Leone.

6.1 Subject to the terms and conditions set forth in this Agreement, the GoSL hereby designates GWI, as its agent and advisor in the United States to carry out the duties and responsibilities described herein. For its part, GoodWorks International hereby accepts such a designation.

6.2 shall not be considered an employee of the Government of Sierra Leone in any sense - any appearance to the contrary notwithstanding. GWI shall serve only as an agent or advisor of the GoSL with the purpose of advancing its interests with the government, private sector, and civil society of the United States, assisting to improve Sierra Leone profile and public image, and performing all the other obligations set forth herein.

7.0 TERM, TERMINATION AND RENEWAL

7.1 The term of this Agreement shall be two (2) years, commencing on the date of signature and payment by GoSL to GWI of the first instalment of fees hereafter stated and may be terminated by either party by prior notification of at least sixty (60) days.

7.2 Renewal of this Agreement is at the discretion of the parties. If no termination notice is provided by either party to the other sixty days prior to the scheduled expiration date, the Agreement shall be assumed to be renewed for one two (2) additional years.

8.0 LIMITATIONS AND DISCLOSURE

GWI will not transfer, assign or pledge this Agreement or any part thereof, or interest therein, without obtaining the prior written consent of GoSL.

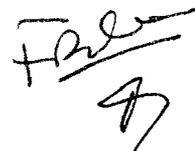
9.0 CONFIDENTIAL DATA AND INFORMATION

GWI acknowledges and agrees that data and information, including proprietary secrets and documents, official secrets, business know-how, and other confidential information relating to the services GWI provides is the property of GoSL. GWI agrees to keep in confidence all data and information received directly or indirectly from GoSL, not to disclose such data and information to anyone unless so directed (in writing) by appropriate officials of GoSL, and to use such data and information for the sole purpose of fulfilling GWI's obligations under this Agreement. GWI further agrees to abide by instructions from GoSL concerning disclosure of such data and information.

10.0 GOODWORKS WARRANTY

GWI covenants and warrants the following:

10.1 As an agent and representative of GoSL, GWI is and will remain legally competent to perform its obligations under the laws of the District of Columbia, the States of Georgia and New York, and the Commonwealth. GWI previously has registered with the U.S. Department of Justice as an agent of GoSL, and is required by law to serve notice of the renewal of that status when and if this agreement is signed.

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10.2 GWI will refrain from any acts or omissions which might prejudice its ability to act as representative of GoSL;

10.3 GWI has sufficient knowledge, experience, and access to legislative and executive officials to fulfil the obligations set forth in this contract; and

10.4 GWI has sufficient knowledge and experience in international business development to fulfil the terms of this contract.

11.0 DUTIES OF THE GOVERNMENT OF SIERRA LEONE

GoSL agrees to provide GWI with technical and informational support for successful implementation of this Agreement, including, but not limited to, relevant documents needed to understand and support government positions, access to Sierra Leonean Embassy officials in Washington and New York, including the respective Chiefs of Mission for the Embassy and UN Mission in New York, and access to and full cooperation from relevant Government officials based in Freetown. GoSL agrees to communicate effectively and openly with GWI on all matters of concern related to the implementation of this Agreement.

12.0 COMPENSATION AND FEES

12.1 GoSL shall pay GWI as compensation for its services the annual fee of US\$100,000/- (One Hundred Thousand United States Dollars) payable quarterly in advance

12.3 In addition to payment of fees for Services, GoSL shall reimburse GWI for all reasonable expenses incurred in the implementation of this Agreement -- e.g. travel, telephone, courier, fax -- within thirty (30) days of receipt of invoices provided always that any expenses in excess of U.S. \$ 1,000 shall be pre-approved by the Government of Sierra Leone before any obligations are incurred. GWI shall present the Government of Sierra Leone with invoices containing full accounts of such expenditures and such reasonable documentation as may be required by the Government. GoSL agrees to reimburse GWI for all such expenses separately, by payment to the bank account indicated below.

12.4 Necessary domestic and/or international travel between the U.S. and Sierra Leone by GWI Principals and Staff assigned to the account will be subject to prior approval and subsequent reimbursement by the Government of Sierra Leone. Travel by Ambassadors Andrew Young (Co Chairman) and Carlton Masters (Chairman & CEO) shall be first class. Travel by all other GWI executive employees shall be business class for international travel.

12.5 Payment by GoSL to GWI shall be effected through:

Bank of America NA

Routing Number: [REDACTED]

Atlanta, GA 30308

Account Name:

GoodWorks International - Minpet Administrative Account

Account Number: [REDACTED]

Minpet Administrative Account

[REDACTED]

All checks shall be payable to: GoodWorks International

Remittance Address: 303 Peachtree Street, NE
Suite 4420
Atlanta, Georgia 30308

[Handwritten signature]

12.6 If this Agreement is terminated contrary to the terms stipulated in item 7 of this document and without a new Agreement to replace it, GWI shall be entitled to the equivalent of two (2) monthly payments as damages for the breach of this Agreement.

13.0 SIGNATURES

IN WITNESS WHEREOF, GoodWorks International and the Government of Sierra Leone have Executed this Agreement on the date indicated below:

GOODWORKS INTERNATIONAL, LLC

GOVERNMENT OF SIERRA LEONE

By: [Signature]
Name: CARLTON A. MASTERS
Title: CHAIRMAN & CEO
Date: Aug 26/11

By: FRANKLYN RAI KARGRO
Name: [Signature]
Title: ATTORNEY-GENERAL
Date: 26-08-2011

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