



THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

REQUEST TO CONDUCT PRELIMINARY DUE DILIGENCE FORM

1. Introduction

The Government of Ethiopia (“GoE”) is issuing this Request to Conduct Preliminary Due Diligence Form (“**Request**”) to various interested parties (the “**Interested Parties**”) in connection with the Proposed Transaction as more particularly described under Section 1 of the invitation to submit expression of interest (“**EOI**”).

This Request has been issued by the GoE, in fulfilment of Section 3.1 of the EOI, to, in its absolute discretion, invite Interested Parties to perform preliminary due diligence on the Sugar Enterprises.

2. Disclaimers and legal issues

- 2.1 This Request shall only be completed and submitted once an interested party (the “**Interested Party**”) has successfully submitted a signed Non-Disclosure Agreement and in return received a duly executed Non-Disclosure Agreement executed by EIH. Recipients are therefore bound by the Non-Disclosure Agreement in respect of all information contained in this Request.
- 2.2 This Request and any of the information presented in it does not constitute an offer or invitation on the part of the GoE (or any other person) to enter into any contractual arrangements relating to the Proposed Transaction.
- 2.3 Each recipient acknowledges that EIH, through the EOI, is targeting Interested Parties desirous of participating in the Proposed Transaction.
- 2.4 It is understood that each recipient of this Request will perform its own independent investigation and due diligence of the Sugar Enterprises, based on such information as it deems relevant and without reliance on the Federal Democratic Republic of Ethiopia and this Request.
- 2.5 The information contained in the EOI is not and shall not serve as a substitute for the recipient’s investigation, due diligence and analysis.
- 2.6 This invitation to perform preliminary due diligence in accordance with this Request should not be regarded as an investment recommendation made by the Federal Democratic Republic of Ethiopia or its appointed advisors. All Interested Parties are recommended to seek their own financial, technical and legal advice.
- 2.7 The GoE will not in any circumstances be liable for any bid costs, expenditure, work or effort incurred by the Interested Party in carrying out enquiries in relation to, proceeding with, or participating in, this due diligence exercise, including if the Proposed Transaction is terminated or amended by the GoE.
- 2.8 All intellectual property rights in this Request and all materials provided by the GoE or its professional advisors in connection with this Request are and shall remain the property of the GoE and/or its professional advisors.

3. Representations by the Interested Party

3.1 The Interested Party confirms the following:

- (a) That its submission of an EOI means and implies that it has read carefully and unconditionally and irrevocably agreed to and accepted all the terms and conditions contained in the EOI.
- (b) It has acquainted itself fully with the scope of the Proposed Transaction, and all conditions, contingencies, and risks contained in the EOI that might affect its bid or its suitability for the Proposed Transaction.
- (c) It acknowledges that the GoE reserves the right to impose penalty, where the Interested Party destroys or damages any property belonging to the Sugar Enterprises, the Ethiopian Sugar Investment Group, or the Federal Democratic Republic of Ethiopia, and where the Interested Party interrupts, disrupts, attempts to delay or jeopardize the due diligence process in any manner, whether willfully, negligently or otherwise.

3.2 The Interested Party represents and warrants to EIH that by completing and signing this Request it:

- (a) has the power and authority to sign this Request and to perform and deliver all the conditions set out in the EOI and has taken all necessary corporate action to authorize its entry into, performance and delivery of, this Request and the activities contemplated therein.
- (b) has read and understood the terms of this Request and shall at all times, during and after the due diligence exercise comply with and adhere to the terms herein.
- (c) has the responsibility of complying with all legal and regulatory requirements relating to the due diligence shall be entirely on the Interested Party.
- (d) In case the due diligence process or the Proposed Transaction is deferred or cancelled, it shall not hold the GoE responsible in any manner whatsoever.

4. Participation Fee

Each recipient of this Request who wishes to proceed with the preliminary due diligence shall be required to pay a non-refundable fee of USD 1,000 (Participation Fee) upon receipt of a duly signed Non-Disclosure Agreement from the GoE that the Interested Party may proceed to conduct due diligence. An Interested Party may obtain the details of the account for the payment of the Participation Fee by sending a written request to sugarbid@mofed.gov.et.

5. Guarantee and Indemnity

5.1 Each Interested Party guarantees to the Federal Democratic Republic of Ethiopia the due and punctual observance and discharge by itself of all the obligations under this Request.

5.2 Each Interested Party agrees to indemnify and keep the Federal Democratic Republic of Ethiopia indemnified in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Federal Democratic Republic of Ethiopia arising out of, or in connection with the Interested Party's failure to perform or discharge any of its obligations herein.

6. Confirmation Statement

We _____ of _____, having a registered office at _____, have read this Request, considered the scope, implications and effect of the same, and understood and agreed to the entire terms and conditions contained herein.

.....
[NAME OF COMPANY]

.....
SIGNATURE OF DIRECTOR

.....
DATE

In the presence of:-

.....
NAME OF WITNESS

.....
SIGNATURE OF WITNESS

.....
DATE