

À

Comissão Parlamentar de Inquérito à Gestão do BES e do Grupo Espírito Santo
Ao cuidado do Exmo. Senhor Presidente, Deputado Fernando Negrão
Palácio de S. Bento
1249-068 LISBOA

Luanda, 10 de Fevereiro de 2015

**Assunto: Envio de documentos solicitados quando da audição do signatário,
em 27 de Janeiro p.p.**

Exmo. Senhor Presidente,

Quando da minha audição na Assembleia da República, foi-me solicitado o envio e a informação sobre o seguinte: contrato com a ES Entreprises, valores recebidos desta sociedade e relatório e contas e auditorias à ESCOM.

Quanto a estes, julgo que os mesmos foram ou serão enviados por Luís Horta e Costa, razão pela qual me dispense de os enviar também.

No que respeita à ES Entreprises, cumpre esclarecer que o contrato a que fiz referência na minha audição foi celebrado entre aquela sociedade e eu mesmo, a título pessoal, nada tendo que ver com a ESCOM, que nele não foi parte, nem interessada. Junto cópia desse mesmo contrato, datado de 2005. Quanto aos valores recebidos da mesma sociedade, mais uma vez por mim e não pela Escom,


Entidade 128-03.03

NV 517466

trata-se de valores a cobertos da cláusula segunda desse mesmo contrato, no ano de 2010, e recebidos na Suíça, país onde tenho residência fiscal.

Espero ter esclarecido na íntegra o pretendido, permanecendo ao dispor de Vossas Excelências.

Subscrevo-me, com os melhores cumprimentos,



Hélder José Bataglia dos Santos

Anexo, cópia de um contrato, com 4 páginas.

AGREEMENT

ENTERED INTO BY AND BETWEEN:

ESPÍRITO SANTO ENTERPRISES, S.A., a company incorporated under the laws of the British Virgin Islands as a BVI Company, with register number 100640, and having its registered office at Akara Bdg – 24, De Castro Street – Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (hereinafter referred to as **"Principal"**);

AND

HELDER JOSÉ BATAGLIA DOS SANTOS, with domicile at Avenida 4 de Fevereiro, no. 52, 3rd, Apt. 25, Luanda, Angola (hereinafter referred to as **"Agent"**);

each of the above hereinafter referred to as a **"Party"** and together hereinafter referred to as the **"Parties"**;

WHEREAS:

- A.** The Principal wishes to invest in the areas of oil, ore and real estate, in several regions of the Republic of the Congo (Congo-Brazzaville) and of the Republic of Angola;
- B.** The Agent has a deep knowledge and experience in the African market in general, and in the referred to market areas and countries in particular;
- C.** The Principal intends to retain the services of the Agent for implementing and developing the first stages of the referred to investments;
- D.** The Parties wish to set forth the basis and principles which will govern their business relationship;

Now, therefore, the Parties hereby enter into the following Agreement:

CLAUSE ONE

(Duties of the Agent)

- 1.** The Agent is entrusted with generally assisting the Principal on the acquisition of rights of exploration (specifically, through concession) of on-shore and/or off-shore petroleum blocks that become available for bid, in particular within the area of Soyo, at the Republic of Angola.

2. The Agent is entrusted with generally assisting the Principal on the acquisition of rights of exploration (specifically, through concession) of any type of ore within the territory of the Republic of the Congo.
3. The Agent is also entrusted with searching, identifying and negotiating any relevant real estate investment at the Republic of the Congo, including to design, execute and manage any construction projects.
4. The Agent is further entrusted with generally assisting the Principal with enlarging the scope of its financial sector in Africa, namely by searching and identifying partners or opportunities in the banking area in the Republic of the Congo.
5. In the execution of his duties, as described in the previous paragraphs, the Agent undertakes to use his experience, knowledge and contacts before the competent authorities and/or third parties, to promote the good reputation of the Principal and act as intermediary between those authorities and/or third parties.
6. The Agent agrees and expressly acknowledges that he will act in an exclusive capacity for the account and on behalf of the Principal during the execution of his duties, as described in the previous paragraphs.
7. The Agent will have no power to bind the Principal or to incur in any liabilities of any nature whatsoever without having obtained the prior written consent of the Principal.
8. The Agent will be entitled to perform his duties in such matter as he may reasonable think fit but will use his best endeavors to carry out his duties with all due care and diligence and to cultivate and maintain good relations with authorities of the Republic of Angola, the Republic of the Congo and any third parties.

CLAUSE TWO

(Remuneration and consideration)

1. For the execution of the duties and services described in Clause One, the Principal will pay the Agent the following amounts:
 - a) EUR 7,500,000.00 (seven million, five hundred thousand euros);
 - b) An amount due as a success fee, between a minimum of EUR 2,500,000.00 (two million, five hundred thousand euros) and a maximum of EUR 10,000,000.00 (ten million euros).
2. Both amounts referred to above shall be paid within the 30 days following the term of this Agreement.
3. The exact amount due as a success fee shall be agreed upon by the Parties, considering the performance of the Agent, the rate of fulfillment of his duties, and the benefit the Principal gains or is expected to gain with the investments carried out with his assistance or intervention.

CLAUSE THREE

(Payment)

The payment of the amounts referred to in Clause Two shall be made in a fully transferable currency by bank transfer to the account the Agent indicates the Principal, held by him or by any third party, within the 30 days prior to the term of this Agreement.

CLAUSE FOUR

(Costs)

1. In the performance of his duties, and if necessary for expeditious purposes, the Agent shall bear the payment of any administrative costs such as deeds, taxes or registry costs, due to any competent authorities.
2. The Principal shall reimburse the Agent of the payment of the costs referred to in the previous paragraph within 30 days after he presents proof of the expense incurred in.

CLAUSE FIVE

(Term)

1. This Agreement shall be valid throughout the 5 (five) years following the present date.
2. At the end of the term referred to in the previous paragraph, this Agreement will automatically terminate, unless any ongoing business requires the Agent's intervention, in which case the Agent hereby undertakes to complete his duties with no right to further remuneration.

CLAUSE SIX

(Confidentiality)

Without prejudice to the disclosure strictly necessary for the fulfillment of his duties under this Agreement, the Agent will at all times during this Agreement and after termination keep all information regarding the Principal's business and the business of his customers confidential and accordingly will not disclose such information to any other person or authority, without having prior written consent from the Principal.

CLAUSE SEVEN

(Miscellaneous)

1. This Agreement shall not create or be deemed to create an employee/employer or partnership relationship between the Parties.
2. Where the Agent employs any subagents in the provision of the services, every act or remission of the said subagent shall for the purposes of this Agreement be deemed to be an act or remission of the Agent.

3. This Agreement contains the entire agreement between the Parties in respect of the subject matter hereof and supersedes all previous agreements and understandings between the Parties with respect thereto and may not be modified except by an instrument in writing signed and approved by both Parties.

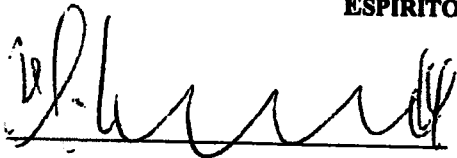
CLAUSE EIGHT

(Law and Jurisdiction)

1. This Agreement and the relations among the Parties arising thereof shall be governed by and construed in accordance with Angolan law, excluding conflict of laws rules.
2. Any disputes, controversies or claims among the Parties arising from or connected with this Agreement, including without limitation breach, termination and voidance of this Agreement or any parts thereof, and also any disagreement concerning the amount due as a success fee pursuant to paragraph 3 of Clause Two, shall be referred to and finally resolved by court under the Rules of the Judicial Court of Luanda.

This Agreement was made on October 31, 2005, in two originals, one for each Party.

ESPÍRITO SANTO ENTERPRISES, S.A.



HELDER JOSÉ BATAGLIA DOS SANTOS

