

## **Contract for the use of the Financial Database service**

Between

**BOURSE REGIONALE DES VALEURS MOBILIERES**

**(THE REGIONAL STOCK EXCHANGE)**

**A PUBLIC LIMITED COMPANY WITH A SHARE CAPITAL OF FCFA 3 062 040 000**

**Head office: Abidjan – COTE D' IVOIRE**

**Adress: 18, Rue Joseph Anoma (Rue des banques)-01 BP 3802 Abidjan 01**

**Tel: (225) 20 326 685 / 20 326 686 Fax: (225) 20 326 684**

Hereinafter called BRVM, represented by its Managing Director,  
On the one hand,

And

The user of the Financial Database service,  
Hereinafter called the SUBSCRIBER,  
On the other hand,

IT HAS BEEN STATED AS FOLLOWS:

The BRVM is a specialized Financial Institution established under the form of a Public Limited Company endowed with a mission of community public utility which assignment is the quotation and the Trading of securities, the supply of trading information, the publication of Stock Exchange information, and the promotion of the market. The BRVM is regulated by the Regional Council for Public Savings and Financial Market.

To this extend, BRVM operates an internet website known under the name of Financial Data Base, which address is the following: "<http://www.brvm-bfin.org>" or "<http://bfin.brvm.org>."

Through this website, the BRVM allows the SUBSCRIBER to access the following information:

- Home Page (Organization, BRVM publications, glossary, FAQ)
- News and events on stock exchange
- Activity of the market (quotation of the day, top securities, Official Newsletters, market notices Press Releases and Instructions)
- Market Statistics
- Issuer (general and financial information, shareholding, financial instruments issued, publications and annual reports, composition of the Board, and latest resolutions of the Shareholders' General Meeting)
- Financial Instruments issued (Shares, Bonds, Rights)

- Listing and delisting.

The SUBSCRIBER acknowledges that he has the legal capacity to conclude this contract, and is fully aware that by signing this contract, he accepts all the conditions set out below.

**This contract is a free translation of the one issued in French language. In case of difference between the two versions, the French version will prevail.**

IT HAS ALSO BEEN ADOPTED AND AGREED AS FOLLOWS:

#### Article 1: OBJECT

The object of the present contract is to define the rights and obligations of the BRVM and those of the SUBSCRIBER within the framework of the use of the Financial Data Base site.

#### Article 2: REGISTRATION

##### 2.1: Information provided by the SUSCRIBER

The SUBSCRIBER undertakes to fill in the registration form in good faith, by providing accurate information and to send to the head office of the BRVM the originals of the form as well as the originals of the contract duly signed.

##### 2.2: Provision with a username and a password

After the registration, the BRVM provides the SUBSCRIBER with a username and a password, both strictly personal. Such information is necessary to access to all the services of the Financial Data Base website.

##### 2. 3: Protection of personal data

The personal data provided by the SUBSCRIBER during his registration on the Financial Data Base site or during his subscription to new services are destined to the BRVM. They may not be transferred to third parties.

The BRVM undertakes to preserve the confidentiality of these data.

The SUBSCRIBER has a right of access, rectification, deletion or opposition relating to the information provided during his registration or subsequently.

In addition, the SUBSCRIBER acknowledges being notified of the implementation of a cookie in his computer, which purpose is to record information relating to the browsing on the Financial Data Base site, in order to facilitate the browsing on the site by storing certain parameters. He acknowledges to be informed that his browser allows him to be opposed to the registration of cookies; the opposition procedure being specified on the legal notice.

### Article 3: USE OF THE RSS READER

The BRVM reserves the right to remove without notice, any message or access to an RSS.

### Article 4: OBLIGATIONS OF THE SUSCRIBER

The SUBSCRIBER undertakes to maintain the confidentiality of its username and the confidential password which will be issued by the BRVM to allow it to access to all the services of the Financial Data Base site.

He cannot therefore seek the liability of the BRVM in case of use or remarks made by a third party in the possession of his username and of his confidential password. It will be then responsible to take action against this third party.

The SUBSCRIBER also undertakes to notify the BRVM of any unauthorized use of its account as soon as it is informed thereof.

He is not, in any case, authorized to transfer its account or its access parameters to a third party.

The SUBSCRIBER undertakes to inform the BRVM within fifteen (15) days of any change in the information provided at the subscription of the contract, and in particular, of any change of address or banking information.

The SUBSCRIBER undertakes to pay the price of services provided by the BRVM according to the terms provided for in article 8 of this contract.

In the event of failure to one of these obligations, the BRVM reserves the right to terminate the contract.

### Article 5: OBLIGATIONS AND LIABILITY OF THE BRVM

The BRVM undertakes to implement all the necessary means to better ensure the access to information that it proposes to the SUBSCRIBER.

The BRVM undertakes to intervene in a reasonable time in the event of breakdown or anomaly making it impossible to access the service, to restore the access or to inform the subscriber.

The BRVM declines any liability in case of error, inaccuracy or omission contained in the flows of financial information and in the information distributed through the RSS flows.

Its liability could not be engaged in cases of force majeure or for facts beyond its control, particularly in cases of interruption of service resulting from a failure of the telephone network or the Internet Service Provider of the subscriber.

The BRVM is not responsible for the use which could be made by the SUBSCRIBER of the information he can find on the site.

## Article 6: EFFECTIVE DATE, DURATION, RENEWAL AND END OF THE CONTRACT

### 6.1: Effective date and duration of the contract

This contract, which shall take effect on the date of beginning of the subscription indicated on the duly completed and signed subscription form, is concluded between the BRVM and the SUBSCRIBER for an initial time period terminating at the end of the calendar year of the subscription. It is renewable by tacit agreement, unless notice of termination of the contract by the SUBSCRIBER or the BRVM addressed one (1) month before the end of the current calendar year by any means leaving written trace.

### 6.2: Renewal of the contract

In the absence of a termination request addressed by the SUBSCRIBER by mail to the BRVM within a time period of one (1) month before the end of the calendar year, this contract of use of Financial Data Base service is renewed for one year.

### 6.3: Termination of the contract

The Subscriber can terminate the contract by mail addressed to the BRVM, within a time period of one (1) month before the end of the current calendar year.

In case of termination of the contract to be effective before the end of the annual period of subscription, the BRVM will not proceed to any reimbursement.

In the event of failure to fulfill its obligations by one or the other of the Parties, this contract will be automatically terminated.

## Article 7: TERMS OF RENEWAL OF THE CONTRACT IN CASE OF MODIFICATION

The BRVM reserves the possibility to wholly or partly change the present contract in order to adapt it to the evolutions of its operation, and/or the evolution of the regulation. The BRVM then undertakes to invite the SUBSCRIBER to check the changes made.

If he do not agree with these changes, the SUBSCRIBER has a period of 15 (fifteen) days from the date of notification to report his disagreement by electronic mail to the BRVM, which will close its account within the 5 (five) days of receipt of this e-mail. If the SUBSCRIBER does not express its disagreement within the time limit, the contract will be considered renewed between the parties under the new conditions.

## Article 8: BILLING OF SERVICES

The billing of the fees for the entire duration of subscription is done at once, at the time of the subscription, according to the retained method of payment. The first invoice may include a subscription fee calculated prorata temporis from the date of the contract.

In case of renewal, the fees for the annual subscription are payable in advance for the next billing period, and not later than January, 15<sup>th</sup>.

Article 9: APPLICABLE LAW AND JURISDICTION

All Disputes which may arise regarding the execution or the interpretation of this contract shall be submitted before any other proceedings, to an amicable settlement and, the case may be, to arbitration before the Court of Arbitration of Côte d'Ivoire (CACI).

Done in Abidjan on,

Managing Director of the BRVM

THE SUBSCRIBER