



FMDQ Global e-Markets Portal Subscription Agreement

This FMDQ Global e-Markets Portal Subscription Agreement (“**Agreement**”) is entered into between You (either an individual or a single entity) and FMDQ Securities Exchange Limited (the “**Company**”).

Capitalised terms used in the Agreement, which is incorporated herein by reference, are defined in the last section of this Agreement.

1. ACCESS RIGHTS

1.1. The Company permits You to use the Product only in accordance with the terms of this Agreement. Subject to your payment of the applicable Subscription Fees and your compliance with the other terms of this Agreement, the Company grants to You a limited, personal, non-exclusive, non-transferable and non-assignable (except as this Agreement otherwise provides) right to use the Product and Documentation as set forth in this Agreement.

2. USE RESTRICTIONS

2.1. By accepting the rights granted by the Company, You agree that You will not, without the prior written consent of the Company (a) sell, licence, sub-licence, distribute, lease or otherwise transfer or allow the transfer of the Product, or any backup copy, to third parties; (b) use the Product in any manner inconsistent with the rights granted above.

3. SUBSCRIPTION FEE

3.1. The relevant Subscription Fee must be paid before access to the Product is granted.

4. ORDER FORM

4.1. To gain access to the Product for a Term (such as monthly, quarterly, half-yearly or yearly), the Company shall transmit an Order Form to You, which You shall execute and transmit to the Company.

4.2. Upon receipt of the executed Order Form and confirmation that relevant Subscription Fee has been received by the Company, access to the Product for the Term shall be granted.

5. COPYRIGHT AND PROPRIETARY INFORMATION

5.1. The Company and its suppliers reserve all rights with respect to the Product, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to You in this Agreement are retained by the Company and its suppliers. Except as otherwise provided in this Agreement, You shall not cause or permit unauthorised copying, reproduction or disclosure of any portion of the Product or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of the Company. This restriction shall continue beyond the termination of this Agreement.

6. LIMITATION OF LIABILITIES

6.1. In no event will the Company, its product developers or suppliers have any obligation or liability (whether in tort, contract, warranty or otherwise and notwithstanding any fault, negligence, product liability, or strict liability), for any indirect, incidental, special, or consequential damages, including but not limited to, lost revenue, loss of or damage to data, profits or business interruption losses, sustained or arising from or related to the product, documentation or services, even if advised of the possibility of such damages. The Company's liability for any reason and upon any cause of action shall at all times and in the aggregate amount be limited to the amount actually paid by You to the Company under this agreement. No action or proceeding against the Company may be commenced more than one (1) year after the claim arises except for company claims relating to collection of fees due and payable by You. This section shall survive failure of an exclusive remedy.

7. GOVERNING LAW

7.1. This agreement shall be governed by the laws of the Federal Republic of Nigeria.

8. SUBSISTENCE AND TERMINATION OF THIS AGREEMENT

8.1. Your obligations under this agreement shall continue to exist unless terminated by you by way of two (2) months' written notice.

9. DEFINITIONS

"Documentation" means written guides in any form or media describing the use and operation of the Product, together with any related supporting documentation.

"Intellectual Property Rights" means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audio-visual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

"Product" the relevant FMDQ e-Markets Portal module/sub-module in respect of which access is granted after payment of a Subscription Fee.

"Subscription Fee" means the amount payable by You for the access to and use of the Product as contained in your executed Order Form for the time being.

"Term" means the length of time You shall have access to the Product as contained in your executed Order Form for the time being.

"You" includes divisions and departments within your organisation and your affiliates, but does not include clients, co-counsel, independent third parties or non-affiliates. You agree that You shall be responsible for any use of the Product by your affiliates.

Signature Page

FMDQ SECURITIES EXCHANGE LIMITED

NAME:

DESIGNATION:

DATE:

[**Insert name of entity**]

NAME:

DESIGNATION:

DATE: