

# **« ATTIJARI-SOURCING » PLATFORM**

## **GENERAL TERMS OF USE**

## **Article 1. Preamble**

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Attijariwafa bank is a (public) limited company with a Board of Directors and a capital of MAD 2,035,272,260. It is registered in the Register of Trade under the number 333; it is head-quartered in 2, *Boulevard Moulay Youssef, Casablanca 20000*. Its legal representative is Mohamed EL KETTANI, Chief Executive Officer.

Attijariwafa bank is a Moroccan credit institution approved under the Order of the Minister of Finance and Privatization No. 2269-03, dated 27 Chaoual, 1424 - December 22, 2003 - as amended and supplemented.

The Platform is put online by Attijariwafa bank and can be accessed under <http://attijari-sourcing.attjariwafabank.com>

The Provider acknowledges that the use of the platform requires compliance with all the terms of use as defined herein, and therefore acknowledges having the skills and means necessary to access and use the said Platform.

## **Article 2. Definitions**

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Each capitalized term hereunder shall have the meaning given to it in its definition in this article.

"Terms of Use" or "Terms and Conditions" means this very document.

"The Bank" shall mean Attijariwafa bank PLC, its subsidiaries and holdings within the meaning of Law 17-95 relating to public limited companies.

"The Platform": shall refer to the solution chosen and put online by the Attijariwafa bank company and available at <http://attijari-sourcing.attjariwafabank.com>

"Provider": shall mean any company that has undertaken to comply with the General Terms of Use, and which meets the access criteria to the Platform and whose access to the portal is authorized by the Bank.

"Provider Administrator": is an Authorized User who is authorized by the Provider to authorize Authorized Users to access the Platform, and who is in charge of the control of the new Authorized Users as well as Authorized Users deletion as per the administration provisions of the Portal.

"Authorized User": shall mean any natural person, member of the Provider's staff, authorized by the Provider Administrator to access and to use the Platform on the exclusive behalf of the Provider, in accordance with the General Terms of Use, and to which the Provider Administrator sends personal credentials (Password/User ID).

## **Article 3. Purpose of the Platform**

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Through the Platform, the Bank makes gratuitously available to the Provider an environment enabling it to access the collaborative tool and ensuring the exchange of information in the context of carrying out the work entrusted to it by the Bank or solicited during a Call for Tenders in order to optimize relations between the Provider and the Bank in accordance with the provisions of the General Terms of Use.

Any and all information, data, documents, formulas, plans, know-how, ideas or any other element that will be exchanged between the Bank and the Provider via the Platform shall only be used by the Bank or by the Provider in the context of their contractual agreements defined by a Purchase Order or Call for Tenders.

In addition, the Provider acknowledges having been informed that the platform service is provided "as is" and accessible according to its availability, 24 hours a day, 7 days a week, except in case of *force majeure*, IT (technical) issues, issues related to telecommunications networks or other technical difficulties.

For maintenance reasons, Attijariwafa bank may interrupt access to the platform and will endeavor to warn users upfront. The Bank shall not be held liable in the event where access to the Platform were to be prevented.

#### **Article 4. Enforceability**

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The Bank reserves the right to make any modifications it shall deem necessary and useful to the present General Terms of Use, and the possibility of modifying in whole or in part the General Terms of Use in order to adapt them, in particular, to the evolutions of its operations, and/or changes in legislation.

These GTUs are enforceable throughout the life of the Platform and until new or updated General Terms of Use supersede these. The Bank shall notify the Provider of the new GTUs by any means, from the date of their entry into force.

In addition, all access to the Platform is under the sole responsibility of the Provider.

Access to the Platform and the use its services by the Provider are subject to the express approval by the latter of these very GTUs and the documents defined below, which are posted on the Platform and are an integral part of the GTUs:

**Appendix 1 to the GTUs: Certificate of the Mandated Representative  
Responsible Purchasing Bank Charter accessible by self-service from the Platform's home page**

#### **Article 5. Platform Access**

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##### **5.1 Terms of Use :**

Access to the Platform is free, excluding internet providers and excluding the cost of telephone calls that are billed directly by the operators.

In addition, the Provider acknowledges having been informed that the platform service is provided "as is" and accessible according to its availability, 24 hours a day, 7 days a week, except in case of *force majeure*, IT (technical) issues, issues related to telecommunications networks or other technical difficulties.

The Bank reserves the right, without notice or compensation, to temporarily or permanently suspend access to the Platform to update, modify or change the operational methods, servers and hours of accessibility without this list being exhaustive.

It is therefore up to the Users to ensure the compatibility of their IT resources to changes in the Platform.

The Bank shall not be held liable for the impossibility of accessing the Platform.

The Bank reserves the right to deny access to any Authorized User if it is clearly established a fraudulent use or attempted fraudulent use of the Platform or that the User has violated any of the navigation, without this list being exhaustive; upon which it shall immediately inform the User, by any means of its convenience, which is expressly accepted by the latter.

##### **5.2 Accessibility Terms to the Platform:**

The Provider may apply for access to the Platform by filling the appropriate form. He/she shall get his/her login and temporary access password to the Platform by email in response to his initial email. Upon first login, the Provider shall be prompted to modify his/her password.

The communication of the username and password leads to the opening for the benefit of the Provider of an own and dedicated "Administrator account", accessible via Internet. From this account, the Provider shall access the section: **"Manage users"**

Only the Provider using his administrator account can create user accounts; he is therefore the only person responsible for the accounts created and for the use of these accounts by the persons to whom they have been attributed.

The Provider may access the Portal and use it only in connection with its relations with the Bank and through an Administrator account of a Provider.

A Provider shall mandatorily have a Provider-Administrator, who in turn may have one or more Authorized Users.

The said Provider Administrator shall, most of time, be an experienced person, familiar with transversal activities within his company, rigorous, and with good communicational skills. He does not need in-depth computer skills, but he shall be familiar with IT/Computing as a working tool.

The Provider Administrator shall be appointed by the Provider. The latter must have appointed a Provider Administrator via the certificate of the authorized representative attached to the General Terms of Use. This certificate shall be signed, sealed and transmitted to the Bank through the portal.

The Provider may designate, wherever needed, a replacement in case of leave or absence of the Provider Administrator.

The Provider must communicate and inform the Bank about the transfer or termination of the Administrator's duties and about any events that may call into question the stability of his function. The Provider must automatically request a deactivation of an account at the Bank, by sealed and signed mail and specifying the name of the new Administrator.

The Administrator shall be liable for the consequences of any damage caused to the Bank as part of its duties. He can not be exonerated from his responsibility except by demonstrating that he has used the highest means with respect to the rules of the art and the best practices of the industry in this field and that he had the diligence necessary to fulfill his role and mission.

No Provider, no Provider Administrator, no Authorized User and no other person has the right to access the Portal using the Password/User ID of another Provider or Authorized User.

The right of access to the Portal of an Authorized User ends immediately in the event of termination of the General Terms of Use or as soon as a Provider, through the Provider Administrator, removes the right of access to an Authorized User. The Provider, through its Provider Administrator, shall therefore take all necessary measures to terminate this right of access.

## **Article 6. Liability**

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The Provider and the Provider Administrator undertake to use the platform and the information to which they may have access only under the terms defined by the Bank.

The Provider and the Provider Administrator undertake (i) not to disrupt the use of other possible users of the Platform and not to access the sites of third parties (ii) not to commit any act that may jeopardize the Bank' or other users' or visitors' security; (iii) not to interfere with or interrupt the normal operation of the Platform.

The Provider and the Provider Administrator shall not modify, copy, reproduce, download, distribute, transmit, commercially exploit and/or distribute in any way, shape or form the services, platform pages, or computer codes or any other elements, which make up the Platform.

The Bank shall seek to carry out, in accordance with the rules of the art, the transactions requested by the Provider through the Platform. Any disruption in the use of the platform shall not hold the Bank liable.

The responsibility of the Bank can not be sought or retained in case of temporary or total unavailability of all or part of the access to the Platform, a response-time related issue, and more generally, any performance outage or defect.

The Bank shall not be held liable for breaches in IT security, which may harm the Provider's computer equipment and data.

The Bank shall not be held liable either in case of violation of these GTUs by another user.

The Bank shall not be held liable for indirect damages resulting from the use of the Platform, or the data contained in this portal.

The Bank grants to the Provider, on a non-exclusive and personal basis, a right of access to the Service(s) and its use for the exclusive needs of said Provider and within the framework of the relationship established between the Bank and the Provider.

The Bank shall in no way be held liable for any use or access to the Portal by a natural or legal person accessing the Platform, in any way whatsoever, by using the Passwords/User IDs of the Provider or of an Authorized User(s).

The Provider may be called in question by the Bank, for any action brought against it, or any complaint lodged against it by a third party, due to the use by the Provider of the platform under conditions which do not comply with the General Terms of Use. This appeal covers any amount that the Bank would be required to pay in any capacity, including legal and court fees recognized or pronounced, within a reasonable limit. The use of the Platform does not provide any warranties.

The responsibility of the Bank shall not be sought nor retained if any collection and transmission of personal data, installation of cookies or any other process tending for the same purposes, are carried out by sites to which hypertext links are pointing from the platform or sites that are accessible by rebound.

The Bank shall not be held liable for any use that may be made of the financial information and data relating to the financial instruments held by the Provider and the consequences that may result, in particular from any decision taken on the basis of the information contained on the Platform.

The Bank reserves the right to take any action it deems appropriate to prevent or terminate the infringement of its copyrights or the copyrights of third parties, without any liability whatsoever being imputed to it as a result.

### **Article 7. Intellectual Property Rights**

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These GTUs do not imply any assignment of any kind of intellectual property rights in the elements belonging to the Bank for the benefit of the Provider.

The platform, brands, drawings, models, images, texts, photos, logos, graphics, software, search engines, databases and domain names, without this list being exhaustive, are the exclusive property of the Bank.

Any total or partial reproduction and/or representation of any of these rights, without the express consent of the Bank, is prohibited and would constitute an infringement likely to engage the civil and penal liability of the counterfeiter.

As a consequence, the Provider shall refrain from any action or act that may directly or indirectly infringe the Bank's intellectual property rights.

The Bank shall grant the Provider a private, non-collective and non-exclusive right to use the content of the Platform. This right of use includes the right to reproduce, for storage purposes, to display on a single screen and for reproduction for paper printing. Any networking, any replay, in any form, even partial, is prohibited. This right is personal, it is reserved for the exclusive use of the Provider. It is not transmissible in any way.

The Provider undertakes to:

- download the content of the Platform on his computer only for personal use and for a limited period of time;
- print on paper only the pages of the downloaded Platform, provided that the said copies are strictly limited to personal use.

The Provider shall refrain from copying, reproducing, altering, modifying, creating derivative works or disclosing to the public all or part of the content of the Platform without the prior written consent of The Bank or the third parties concerned.

### **Article 8. Cookies**

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The Provider shall be informed that, during his visits to the Platform, a cookie may be installed automatically on his browser and be temporarily stored in memory on his hard drive. A cookie is an element that does not identify the user but is used to record information relating to his browsing on the Platform.

This information is then used to optimize the security of the Platform and to provide optimal service.

Thus, cookies are used to:

- manage personal settings when connecting the User to the Secure Platform;
- record information on the User's navigation on the Platform to direct navigation to the most appropriate content;
- measure the number of visits to the Platform;
- evaluate the effectiveness of our internal promotion campaigns.

In no case, "Cookies" are intended to use personal information about the individuals connected to the Platform.

The Provider acknowledges having been informed of this procedure and expressly authorizes, without opposition or reservation, the Bank to resort to it.

However, the Bank draws the attention of Users and Internet users that, if the browsers of their computers are configured to refuse "Cookies", access to certain services may be altered, or even impossible.

## **Article 9. Hypertext Links**

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The hypertext links to other sites do not engage the responsibility of the Bank, particularly with regard to the content of these sites. The Bank is not the publisher of these sites, and can therefore not utterly control the content thereof.

Consequently, the Bank can not under any circumstances be held liable for the content of the sites thus accessible and in particular for their veracity, timeliness, quality, completeness, relevance, illegality, advertising, products, services or any other material available on or from these sites or external sources.

The Bank shall also not be held liable for the possible collection and transmission of personal data, installation of cookies or any other process aimed for the same purpose, initiated by these sites.

The existence of a link from the Bank's Platform to another site does not automatically constitute a recommendation or validation of that very site or the content thereof. It shall be up to the User to use this information with discernment and common criticism.

The user of the Platform can not in any case set up a hypertext link towards another site, even published in a personal capacity, including any social network site, without prior written authorization of the Bank.

## **Article 10. Private Data**

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### **10.1 Collection**

The Bank may ask users to provide personal information such as their first and last names, contact information and email address, in some cases; this information is likely to be subject to automated processing.

The said information is to be collected per the provisions of **Law 09-08 of 18 February, 2009 on the Protection of Individuals (Physical Persons) with regard to the Processing of Personal Data** and is intended solely for a use by Attijariwafa bank, its subsidiaries and/or its providers, if any. They shall under no circumstances be made available to third parties.

The Provider undertakes to provide only accurate and relevant information and to keep the Bank informed of any change in this information.

The Provider expressly gives his consent for the personal data that concerns it to be collected in this context.

Users' contact details are only used to inform them better and, when appropriate, to send them only the information they wish to receive.

The Provider accepts that the personal data concerning it are communicated and shared for the same purposes between the Subsidiaries and the companies of the Attijariwafa bank Group as well as to its partners, subcontractors and service providers to the extent necessary for the fulfillment of the tasks entrusted to them.

In addition, the Provider undertakes to provide accurate, complete and up-to-date information. In the event that the information provided were to be inaccurate, incomplete or out of date, the Bank shall take any measure it deems necessary to suspend the Provider's access to the Platform, either permanently or provisionally.

The Bank undertakes to implement any and all necessary means so as to ensure the confidentiality and security of the personal data stored to prevent it from being destroyed, distorted, damaged or accessible to unauthorized third parties; in

particular by raising the awareness of its employees on their obligations and the restriction of access according to the duties and responsibilities of each employee, the use of secure computer systems and possibly the use of encryption of certain data during storage and/or transmission.

The Bank undertakes to keep the personal data for a period not exceeding the one necessary in order to achieve the purposes for which they are collected or processed.

The Bank may be required to disclose any information concerning the Provider in order to comply with any applicable law or regulation, or to respond to any legal or administrative request.

### **10.2 Rights of the User:**

In accordance with Law 09-08 on the protection of individuals (with regard to the processing of personal data, the Provider has the right to access and rectify personal data concerning it, in accordance with Articles 7 to 8 of the aforementioned Law No. 09-08.

The Provider may also, for legitimate reasons, oppose to the processing of his personal data, except when collected under a legal context or procedure. This opposition may however prevent the Provider from further accessing the Platform.

The Provider shall comply with the following procedure in order to fully benefit from these rights:

- Written request signed by the Provider to which a photocopy of his ID document ;
- Request addressed to: **support\_Achats@attijariwafa.com**.

### **Article 11. IT Data Exchange**

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The Provider shall be fully liable for all transactions made through his account and with his credentials and be fully liable for the operations performed by his Authorized Users.

The Bank and the Provider agree that they will share information through the sharing of IT data; in other words, they shall make electronic transfers of data and information via any computerized network of data or other.

Electronic data exchanges between the Bank and the Provider shall mainly concern: (Provider's information, Calls for Tenders launched by the Bank, Provider's Bids, "contractualisation" data, salespeople's contacts, attached documents and questions for buyers...)

The Provider agrees that the information exchanged (or shared) on the basis of this clause and in accordance with the provisions of this clause shall have probative value equivalent to that of a paper (physical) document.

The Provider agrees that his names, first names, telephone and fax numbers, e-mail addresses and references of his company may be entered by the Bank in particular to constitute the various identifiers and integrated in the electronic directory of the Bank, as well as all tools needed to run the services.

The Provider undertakes to communicate only the personal data of its employees who have expressly given their consent.

### **Article 12. Term and Termination of the GTUs**

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These General Terms of Use shall apply as of their acceptance by the Provider. The Bank reserves the right however to terminate *ipso jure*, and without notice, the access to the Platform, in case of violation of these Terms of Use and/or in case of violation of legal provisions in force or when these Authorized Users are engaged in activities prohibited by the applicable laws and/or regulations in force.

The Bank shall also reserve the right to terminate these GTUs in case of *force majeure* or any similar event affecting its activity. In the event of termination of the GTUs, all rights granted herein to the Provider and its Authorized Users terminate and both Parties (the Provider and its Authorized Users) shall immediately cease to use the Platform, without prejudice to damages and interest to the Bank.

The obligations arising from the articles "Liabilities", "Confidentiality", "Intellectual Property", " Personal Data Processing", shall remain in force after the expiration or termination of these General Terms of Use.

### **Article 13. Audit**

Provided the Provider is informed in reasonable timeframe and during normal working hours, the Bank shall be entitled to conduct a periodic audit of the use of the Platform by the Provider, subject to compliance with the confidentiality provisions herein, so as to ensure that the Provider complies with these GTUs.

#### **Article 14. Recommendation**

In order to protect the confidential nature of its requests, the Provider is recommended to take the appropriate measures, according to its own software used to either prevent the archiving, on his laptop, of the data consulted, or to delete these once the browsing is over.

If he imports data on a management software, the Provider shall ensure to prevent any unauthorized third party/ies from accessing these.

As such, the Provider alone insures the risks of the manipulation and use of his connection terminal by unauthorized third parties.

It is also the responsibility of the Provider to take all appropriate measures to protect the data and/or software stored or loaded on his computer equipment from being harmed by viruses or subject to intrusion attempts.

#### **Article 15. Force Majeure**

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The Bank shall not be held liable for the non-performance of any of its obligations under the Terms herein, particularly in the following cases:

- when non-performance is due to an impediment beyond its control;
- when it could not reasonably have foreseen the impediment or its effects or ability to carry out its obligations at the time of its signing;
- when it could not reasonably avoid or overcome this impediment, or at least its effects.

An impediment within the meaning of the preceding paragraph may result in particular from events such as the destruction of machinery, installations, boycotts, strikes or lockouts in any form whatsoever, occupations of premises, work stoppages, failure to supply electrical current, the failure of networks or transmission lines, the unavailability of systems without this list being exhaustive.

#### **Article 16. Good Faith**

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The Parties herein shall agree to perform their obligations in perfect good faith.

#### **Article 17. Titles**

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In case of interpretation challenges resulting from a contradiction between any of the titles appearing at the beginning of the clauses and any of the clauses' content, the titles shall be declared "non-existent".

#### **Article 18. Voidness**

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If one or more stipulations of this Agreement are declared invalid or declared as such under a specific law, a regulation or following a decision having the *force of res judicata* by a competent jurisdiction, the other provisions shall keep their full force and scope.

#### **Article 19. Entirety**

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The contractual documents express the entirety of the obligations of the Parties.



**Article 20. Proof Convention**

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Electronical acceptance of the General Terms of Use has the same probative value between the Parties as the paper version of the Agreement.

The computerized records kept on the computer systems are to be kept in reasonable safety conditions and considered as proof of communications between the Parties.

**Article 21. Applicable Law and Competent Jurisdiction**

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This Agreement shall be governed by Moroccan law. This is so for the substantive rules and the rules of form, notwithstanding the places of performance of the substantive or accessory obligations.

Any dispute concerning the General Terms of Use and/or the access and use of the Platform and the Services shall first be settled amicably between the Parties within a maximum of thirty (30) days from the date of the dispute, failing which, they shall be brought before the exclusive jurisdiction of the Courts of Casablanca.

**Appendix 1 to the GTUs: CERTIFICATE BY THE MANDATED REPRESENTATIVE**

Declaration of the official designation of a mandated representative

I, the undersigned, ..... in my capacity as xxxxxxxxxxxxxxxx and by virtue of the powers conferred upon me by (All Legal Notices of the Company : Name, Legal Form, Capital and Registered Office, No. RoT, City and Authorization or Authorities' accreditation, if any) hereby gives to Mr. or Mrs., ..... acting as the ....., who accepts to act in the name and on behalf of the company (Corporate Name)

Consequently, I authorize him/her to read all the documents whatever their form, to participate in all the discussions, to provide all the information and, more generally, to take any and all necessary steps in the context of Call for Tenders, particularly concerning the submission of technical and financial bids and (price) quotations, etc. without this list being exhaustive.

The authorized representative acknowledges hereby he/she has thoroughly read these General Terms of Use.

The authorized representative can be contacted for any need or any additional information by:

E-mail :

Phone :

Mobile phone :

Mail address :

Signature of the Provider/Provider preceded by the words "Good for Proxy"

In .....

On .....

(Signature + Stamp)