

PARTNERSHIP AGREEMENT

BETWEEN : **The Agency for Investment Promotion (API)**, a Public Administrative Body incorporated under Malian Law, having its registered office at Bamako Quartier du Fleuve B.P : 1980, represented for the purpose of this convention by its Director-General Mr. Moussa Ismaila TOURE

AND **The Public Relations Agency-SESAME**, a Private Limited Company incorporated under Malian Law, having its registered office at Bamako Imm ABK 1 Bureau No 109, represented for the purpose of this convention by its Director-General Mr. Adama N. DIARRA

WHEREAS, SESAME Relations Publiques is an agency specialized, inter alia, in business and investment facilitations, advice and support as well as consultancy.

WHEREAS, API shall agree to use the services of SESAME Relations Publiques due to its expertise in these specific areas in order to complete and strengthen its services for investors.

WHEREAS, SESAME is willing to provide these specialized services required by API in accordance with terms and conditions stated below.

WHEREAS, THE PARTIE HERETO should put in writing terms, covenants and conditions that should govern their business relationships .

NOW THEREFORE IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

Set up in September 2005 by the Government of Mali with the mandate to promote and support foreign and national direct investments, API- Mali has made significant progress, among others :.....

The forthcoming adoption of the draft Public-Private Partnership (PPP) legislation values a greater role to API- Mali, strengthening the Government's economic policy and will contribute to meeting the challenges of poverty reduction.

To that end, to work alongside and support this momentum, new operational approaches, launched and fostered by API- Mali will naturally make use of investment opportunities by strengthening assistance process and sustainable monitoring of investors in Mali

2. PURPOSE

L'API seeks the services of SESAME Relations Publiques to perform specific tasks in the area of business facilitation with investors et SESAME Relations Publiques undertakes to provide services in compliance with agreed specifications, as defined in annex A, attached hereto.

See Annex A, for relevant information on specific assignments and services which should be undertaken by SESAME Relations Publiques.

3. DURATION

This covenant shall take effect from 20 May, 2017 and terminate on 19 May, 2018. At this warrant expiry, a new detailed agreement, une nouvelle convention de services détaillée, or alternatively a new annex, shall be concluded by the parties for any separate and additional term, if applicable.

4. OBLIGATIONS OF SESAME RELATIONS PUBLIQUES AGENCY

4.1. SESAME Relations Publiques takes full responsibility for the purpose of providing services within the scope of this covenant.

4.2. As part of the performance of services it undertakes to act in the best interest of the investor with caution, diligence and confidentiality.

4.3. It also undertakes to fulfil the whole assignment in compliance with the standard industry practice in the field.

4.4. SESAME Relations Publiques shall take the administration and supervision of services set out in this agreement. It shall set and address the methods used as well as the whole operations, performed facts and acts or omitted faits et gestes exécutés ou omis in implementing its obligations

4.5. SESAME Relations Publiques is committed to providing with the investor, as the circumstances allow, with all useful information regarding the nature of the assignment it committed to undertake as well as means and time involved in this assistance.

4.6. SESAME Relations Publiques is committed for obtaining and maintaining operational required permits, licences and other authorizations during the term of this agreement within the achievement of services.

4.7. SESAME Relations Publiques undertakes to take out, at its own cost, an insurance policy covering its liability and proves the existence and validity of such an insurance upon request of API or the investor.

4.8. SESAME Relations Publiques undertakes, for the entire duration of this covenant, to adhere to all applicable laws and regulations.

4.9. SESAME Relations Publiques shall be fully liable for any loss or damage to the investor or a third person, occasioned by its fault, omission, negligence, carelessness or delay in performing, total or partial failure of any of its obligations to the investor.

4.10. SESAME Relations Publiques is committed to observe the time of delivery as agreed between itself and the investors and set out in Annexe A undertakes to notify immediately the investor of any delay that could affect the date of delivery agreed between the parties.

4.11. SESAME Relations Publiques commits to submit to API-MALI an investor's supporting report after each operation as well as a mid-year report on various transactions carried out.

5. OBLIGATIONS of API

5.1. API undertakes to facilitate, if necessary, for SESAME Relations Publiques, required access to services performance venues and systems, including all relevant and/or available information, such as access codes and cards, etc.

5.2. API shall commit to involving, as far as practical, SESAME Relations Publiques in its main events under conditions agreed for each activity.

5.3. API will be required to make a value judgement on the quality of services performed by SESAME Relations Publiques in compliance with agreed specifications and specified in Annex A, on the basis of a performance report and/or comments submitted by the investor.

6. FEES AND OTHER DISBURSEMENTS

6.1. As compensation of services provided by SESAME Relations Publiques, the investor will pay fees on a contract-specific basis.

6.2. The billing of expected fees and disbursements will be made and sent to the investor by SESAME Relations Publiques under the terms of the concluded agreement.

7. NON- SOLICITATION CLAUSE

7.1 SESAME Relations Publiques would not seek or bind in any way, directly, as an employee or consultant or on any basis whatsoever, any employees, executives, officers and other people working temporary or full-time on behalf of API within the term of this agreement, and would not try in any manner, directly or indirectly, to *et ne tentera de quelque façon que ce soit*, directement ou indirectement, to encourage any of the above-mentioned employees to leave their employment.

8 CONFIDENTIALITY

SESAME Relations Publiques acknowledges that all information and documentation made available, *mis à sa disposition*, learned or acquired in any manner, or produced by the investor, in the occasion or in the performance of the services contract, are the exclusive property of the latter and confidential; and SESAME Relations Publiques undertakes to treat them as such.

8.1 SESAME Relations Publiques undertakes to return to the investor, on expiry of the contract, all the documentation made available for the performance of services and never disclose it, without the investor's prior written consent.

8.2 Si une personne tierce (conseiller, expert, évaluateur, etc.) est impliquée dans l'exécution de services, SESAMES Relations publiques pourra exiger que cette personne signe un engagement de confidentialité.

9. INTELLECTUAL PROPERTY

9.1 SESAME Relations Publiques commits itself to recognising the investor's intellectual property.

10 TERMINATION

10.1 L'API reserves the right to unilaterally terminate this covenant, for all legal purposes, at any moment during the term of this agreement ; including if SESAME Relations Publiques fails to perform any of its terms, conditions or obligations imposed upon it by virtue of this agreement.

10.1 SESAME Relations Publiques cannot terminate the contract unilaterally, except for a serious reason, and never at an inopportune moment; otherwise, it is liable for any injury caused to the investor as the result of this termination.

10.2 The decision regarding the termination shall, in each case, notified in writing

11 FORCE MAJEURE

11.1 Each Party will not be under any liability in any way whatsoever, in violation of its obligations in accordance with this covenant in the event of force majeure, or with regard to an event that is beyond its control which delays, interrupts or obstructs the performance of its contractual obligations.

11.2 The Act of God is any cause which is not dependent on the will of the parties concerned, they could not have reasonably anticipated or foreseen and against which the parties could not protect themselves. The force majeure includes, but without limitation, any case of accident, strikes, partial or complete closedown of activities of workplace, lock-out, fire, riot, intervention of public or military authorities, compliance with regulations or ordinances of all government authorities and act of war, whether declared or not.

12 SETTLEMENT OF DISPUTES

12.1 This Convention is interpreted in accordance with general principles of

Malian law.

12.2 In the event of any dispute, disagreement and claim concerning this convention, the Parties will use their best efforts to reaching an amicable settlement of this dispute through direct negotiation.

12.3 Any dispute arising out of this convention shall be settled solely under the Rules of Arbitration of the Common Court of Justice and Arbitration (CCJA) of the Organisation for the Harmonization of Business Law in Africa (OHADA), by three arbitrators appointed in accordance with the said rules.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Bamako, April 17th, 2017

For and on behalf of API:

For and on behalf of SESAME Sarl:

Mr. Moussa Ismaila TOURE
Director-General

Mr. Adama DIARRA
Director-General

ANNEX

In Article 2. PURPOSE

L'API seeks the services of SESAME Relations Publiques to perform specific tasks in the area of business facilitation with investors et SESAME Relations Publiques undertakes to provide services in compliance with agreed specifications, as defined in the annex, attached hereto.

Scheduled activities:

- Assistance to investors for their administrative formalities with API-MALI
- Assistance to investors within the design of various studies
- Assistance to investors for their establishment procedures in Mali (site selection, connection of electricity....)
- Assistance, upon request, with API-MALI for various activities
- Any other possible partnership with API-MALI
- Other assistances critical to the success of potential investments.