

Energy Scan Terms and Conditions

These Terms and Conditions are entered into by and between Engie Global Markets SAS, a French *Société Anonyme*, with its registered office at 1 place Samuel de Champlain, 92400 Courbevoie, France, registered with the Trade and Companies Register of Nanterre under number 437.982.937 (hereinafter referred to as the “**Provider**”), and the entity accepting these Terms and Conditions (hereinafter referred to as the “**Customer**”). Customer and Provider are referred to herein individually as a “**Party**” and together as the “**Parties**”.

These Terms and Conditions shall be deemed accepted by Customer upon first access to the Platform (as defined below) by any of its Users (as defined below). Any User using the Platform warrants that it has full power and authority to bind the Customer to the Agreement.

Section 1. Definitions

In this Agreement, the following words and expressions shall have the following meanings:

“**Agreement**” means these Terms and Conditions.

“**Chat Function**” means the chat function made available on the Platform enabling the Customer to ask more specific questions to the EGM Economic research team in relation to the Provider Content.

“**Data Protection Law**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**GDPR**”), and all relevant local laws relating to the protection of personal data.

“**Effective Date**” means the date of acceptance of this Agreement by the Customer.

“**Fee**” the annual fee payable by the Customer for the Services as set out in Schedule 1 to these Terms and Conditions.

“**Provider Content**” means any content and materials, including images, data, information, knowledge, charts or presentations made available by the Provider to the Customer through the Service.

“**Platform**” means the Energy Scan platform, owned and operated by the Provider, including all its functionalities and any and all updates and upgrades thereto, available at energyscan.engie.com/ (or any other website mentioned by the Provider from time to time), including the Platform Content.

“**Reports**” means the macro-economic research reports made available in PDF format by the Provider to the Customer on the Platform.

“**Service**” means the services performed by the Provider in relation to the Platform, including making available and enabling access to Reports and the Chat Function, as further described in the Agreement.

“**Third-Party Solutions**” means all third-party products, applications, services, software, networks, systems, directories, and information which the Solution may connect to, or enable use of in conjunction with the Solution, as part of the Service.

“**Users**” means all users within the Customer’s organization, who are authorized to use the Service and have been provided with individual login profiles by the Provider in order to access and use the Platform.

Section 2. Purpose

This Agreement sets out the terms and conditions under which the Provider shall provide to the Customer the Service, including access to the Platform

Section 3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of 12 months as from the Effective Date (the “**Term**”). After the initial Term this Agreement shall be tacitly renewed for subsequent one year periods, unless either Party gives the other Party written notice of termination no later than one month prior to the expiry of the relevant Term.

This Agreement is further subject to earlier termination as set out in section 13 hereafter, and the obligations set forth under sections 8, 9, 11, 13, 23 and 24 shall survive expiration or termination, whatever the cause, of the Agreement.

Section 4. Obligations of the Customer

4.1 Use of the Service. The Customer is responsible for the use of the Service and Platform, including by its Users, in compliance with the provisions of this Agreement, and shall be liable for any and all activities that occur under its account and/or *via* the Users’ individual login profiles used to access the Platform. In this regard, the Customer shall: (i) notify the Provider immediately of any suspected or actual unauthorized use of any password or account or any other actual or suspected breach of security it becomes aware of; (ii) notify the Provider immediately of, and stop promptly any unauthorized use, copying, or distribution of the Platform that is known or suspected by the Provider or other Users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service and/or the Platform.

4.2 Restrictions. Unless expressly set forth herein, the Customer undertakes not to (a) license, sublicense, sell, transfer, assign, distribute or otherwise make the Platform or Service available or to reproduce or otherwise distribute the Provider Content in whole or in part to any third party, other than Users as authorized under this Agreement; (b) modify, adapt, or hack the Platform or otherwise attempt to gain unauthorized access to the Platform or related systems or networks; (c) use the Platform and/or the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (d) use the Platform in any manner that interferes with, or disrupts the integrity or performance of the Service and its components; (e) attempt to decompile, reverse engineer, reverse assemble or otherwise discover the source code of any software making up the Platform; (f) use the Platform to post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software, (g) use such Provider Content or any part thereof which is not publicly available in the creation or distribution of any derivative work; or (h) use the Platform in breach of this Agreement.

Section 5. Obligations of the Provider

5.1 Provision of the Service. The Provider will provide the Service, including access to the Platform, as set forth in this Agreement. The Provider may make any reasonable changes, including updates and upgrades, to the Service and/or Platform from time to time, without notice to the Customer.

5.2 Third-Party Solutions. The Customer understands and agrees that the Provider may use Third-Party Solutions as part of the Service. In no event shall the Provider incur any liability, in any manner, for such Third-Party Solutions, including without limitation as regards their use by the Customer, their availability and/or level of performance.

5.3 License. The Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to access and make use of the Platform and receive the Platform Content, subject to the terms of these Terms and Conditions and in particular the restrictions set forth in Section 4.2.

Section 6. Suspension

The Provider reserves the right to temporarily suspend the access to and use of the Service, including the Platform: (a) during planned downtime for maintenance to the Service and of which the Provider will endeavour to notify the Customer in advance through the Platform; or (b) during any unavailability caused by force majeure events, as set forth below; or (c) if the Provider detects or suspects any security threat related to the Customer's account, and/or Users' login profiles, and/or use of the Service and/or access to the Platform by the Customer or the Users. In any case, the Provider will make commercially reasonable efforts to minimize the duration and impact of any such suspension to the minimum extent and for the minimum duration required to prevent or resolve the incident giving rise to suspension.

Section 7. Financial Conditions

The Customer will pay the Fee within thirty (30) days of the date of the invoice issued by the Provider.

Fees are exclusive of any applicable taxes or other charges for which the Customer shall be responsible.

Section 8. Liability

In no event shall the Provider be liable under the Agreement for any indirect damages arising out of, or in connection with the Agreement, and for any loss of actual or anticipated profits (including loss of profits on contracts), revenues, opportunities, goodwill, or loss or corruption of data. Each Party's total and aggregate liability under, or in connection with this Agreement shall be limited in any event to the annual Fee amount.

Sections 9. Intellectual Property and Indemnification

9.1 Provider Content, Service and Platform. The Provider or its licensors own all right, title and interest, including all intellectual property rights, in and to the Service, including the Platform and the Provider Content. This Agreement does not convey to the Customer any rights of ownership in or related to the Service, the Platform or the Provider Content. The Provider's name, logo, and the names associated with the Service are trademarks and/or the property of the Provider or its licensors, and no right or license is granted to use them.

9.2 Indemnification by the Provider. The Provider shall defend, indemnify and hold the Customer harmless against any expense, liability, loss, damage or costs awarded by a final decision from a competent court and incurred in connection with claims, demands, suits, or proceedings (each such, a "Claim") made or brought against the Customer by a third party alleging that the Platform, or any part thereof, but excluding any Third-Party Platforms, infringes any intellectual property right of such third party. Notwithstanding the foregoing, if the Provider reasonably believes that the Customer's use of any portion of the Platform is likely to be the subject of any Claim, then the Provider shall, at its expense and in its sole discretion: (i) procure for the Customer the right to continue using the Platform; (ii) replace the infringing part of the Platform with substantially equivalent functions that are not subject to any Claims; or (iii) modify the Platform so that there is no longer any infringement.

9.3 Indemnification process. The Provider's indemnity obligations are subject to the following: (i) the Customer shall promptly notify the Provider in writing of any Claim; (ii) the Provider shall have sole control of the defence and all related settlement negotiations with respect to any Claims (provided that

the Provider may not settle any Claims that requires the Customer to admit any civil or criminal liability or incur any financial obligation without the Customer's consent, which consent shall not be unreasonably withheld). The Customer's counsel will have the right to participate in the defence of the Claim, at the Customer's expense; and (iii) the Customer shall cooperate fully at the Provider's cost in such defence and settlement.

Section 10. Provider content disclaimer and recording of communication

10.1 General

Research produced by the Provider is not intended for distribution to, or use by, any person in any jurisdiction or country where such distribution or use would be unlawful. It is your responsibility to ascertain the terms of access and usage of the contents of research comply with the local laws and regulations that you are subject to.

10.2 Non independency of research

Research produced by the Provider is non-independent research and a marketing communication. It has not been prepared in accordance with legal requirements designed to promote the independence of research and is not subject to any prohibition on dealing ahead of the dissemination of investment research. The Provider has policies in place to manage the conflicts of interests which may arise around the production of research.

10.3 Inducements

Our analysts have not been, nor are or will be, receiving direct or indirect compensation in exchange for expressing any of the views or the specific recommendation contained in our reports, and confirm that none of the compensation of our analysts was, is or will be, directly or indirectly, related to the specific recommendations or views expressed in our reports.

10.4 Risk warning

None of the research is intended to constitute any offer or solicitation to buy or sell any product or financial instrument, to make any investment, or to participate in any particular trading strategy. This information is produced only for value added marketing and/or informational purposes and no member of the Provider makes any representation or warranty, and assumes no liability, for the accuracy or completeness of the information provided herein.

The Provider has not taken into account the investment objectives, special investment goals, financial situation, and specific needs and demands of any recipient and nothing herein is intended as a recommendation for any recipient to invest or divest in a particular manner. No member of the Provider's group assumes any liability for any recipient sustaining a loss from trading in accordance with a perceived recommendation.

The prices of the investments referred to in this research and the related income from them may go down as well as up and investors may realise losses on them. Neither past performance nor forecasts are a reliable indicator of future results. Neither the Provider nor any of its employees or agents shall have any liability, howsoever arising, for any error, inaccuracy or incompleteness of fact or opinion in it or lack of care in its preparation or publication.

10.5 Recording of communication

To the extent permitted or as required by applicable law, the Provider may record conversations and communications (including e-mails, voicemail, online chat conversations, telephone calls, faxes, documentation of face-to-face conversations and website usage records) between the Provider and the Client or any of its Users in connection with this Agreement.

Telephone conversations and electronic communications may be recorded without the use of a warning tone or other notification than set forth in this Agreement. All records shall be and remain Provider's sole properties and held for a period of five years from the time of recording (a period subject to any extension up to seven years if required by applicable law).

A copy of the records may be made available to you on request. If required, they might be also at the disposal of the competent national authorities or court in accordance with applicable law.

For the purpose of the foregoing, when dealing with the Provider, the Client :

- (i) consents to the recording of telephone conversations and other communications (including electronic communications) between the Parties in connection with this Agreement
- (ii) agrees to obtain any necessary consent of (and give necessary notice of such recording to) its relevant personnel;
- (iii) agrees that a copy of the recording of the conversations and communications referred to herein **Erreur ! Source du renvoi introuvable.** will be available upon request from the date of the conversation or communication for a period of five years, and, where requested by a competent authority, for a period of up to seven years, and
- (iv) agrees, to the extent permitted or required by applicable law, that recordings may be submitted as evidence in any dispute or other proceedings in relation to this Agreement or any transactions , including in relation to any enquiry by any competent authority.

Section 11. Confidentiality

As used herein, “**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed to the other Party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Provider Content, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written approval. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of similar nature (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's costs, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes. The confidentiality obligations set forth herein shall remain valid for the entire duration of this Agreement and for a period of two (2) years after its expiration or termination, whatever the cause.

Section 12. Data Protection

By using the Platform, ENGIE shall collect, use, and will process certain of your personal data concerning individuals (“personal data”) in the manner and for the purposes described in the Privacy Policy of the Global Energy Management business unit and its related companies available on <http://gems.engie.com/privacy-policy/> (the “Privacy Policy”).

Please read the Privacy Policy of the Global Energy Management business unit and its related companies to obtain information about how we process your personal data and how to exercise your rights.

Section 13. Termination

13.1 Termination for cause. Either Party may terminate this Agreement for cause, as of right (*de plein droit*), upon thirty (30) days’ written notice to the other Party made by registered letter with acknowledgement of receipt, in the event of a material breach of this other Party’s obligations under this Agreement, if such material breach remains uncured upon expiration of this thirty (30)-day period.

13.2 Effects of termination. Upon expiration, or termination for any reason, of the Agreement, the Customer shall no longer be authorized to use the Services and may only access the Platform for the purpose of retrieving Provider Content for a six (6)-month period as from the date of termination.

Section 14. Force Majeure

Neither Party shall be held liable for delays or any failure to perform its obligations under this Agreement due to an event of Force Majeure as so qualified by the French civil Code and French courts. If the event of Force Majeure is prolonged for more than thirty (30) days following its notification by the affected Party, the other Party shall be entitled to terminate this Agreement as of right (*de plein droit*) and immediately upon notice of termination made by registered letter with acknowledgement of receipt. Neither Party shall be entitled to claim any compensation regarding such termination.

Section 15. Support

In the event of issues linked to the Customer’s use of the Platform, its Users may contact the Provider’s support team via the following e-mail address: energyscan.gem@engie.com
The Provider shall make its reasonable efforts to assist such Users in resolving the issues they encounter in using the Platform.

Section 16. Advertising and Publicity

The Provider shall be authorized to refer to the Customer directly or indirectly in any internal advertisement, news release, or publication within the Provider’s organisation.
The Provider shall be authorized to refer to the Customer directly or indirectly in any public advertisement, news release, or publication, provided that the Provider shall first notify the Customer of its intent to do so, and that the Customer does not oppose such reference within a period of eight (8) days as from the concerned notification.

Section 17. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force. In such case, the Parties shall promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Section 18. Waiver

The failure of either Party to enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver of such Party's right to assert or rely upon any such provision, right or remedy.

Section 19. Assignment

The Provider shall be entitled to assign all or part of its rights and obligations under this Agreement to any third party upon prior written notice to the Customer.

Section 20. Subcontracting

The Provider shall be entitled to sub-contract all or part of its obligations under this Agreement. The Provider shall remain liable to the Customer for the acts, omissions and defaults of such subcontractors.

Section 21. No partnership

No joint venture, partnership, employment, or agency relationship exists between the Provider and the Customer as a result of the Agreement or use of the Service.

Section 22. Entire Agreement

This Agreement constitute the entire agreement between the Parties and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. No text or information set forth on any purchase order, pre-printed form or document shall add to or vary the terms and conditions of this Agreement.

Section 23. Notices

Except as provided otherwise in this Agreement, either Party may give notice by written communication sent to: (i) if to the Provider, ENGIE GLOBAL MARKETS SAS, attention : Economic Research Team, 1 Place Samuel de Champlain 92400 Courbevoie, France, Email : energyscan.gem@engie.com; (ii) if to the Customer, at the contact address provided by any of its Users for the purpose of accessing and using the Platform.

Section 24. Governing law and exclusive jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it will be governed, construed and enforced in all respects in accordance with the laws of France, irrespective of conflict of laws rules. Any controversy or claim arising out of, or related to this Agreement shall be brought exclusively before the commercial Court of Paris, should the Parties fail to resolve any such controversy or claim amicably.

SCHEDUL 1 – FEE

Please contact us for further details.