

Terms and Conditions of Use for the MySmartRFP.com Website, the RFP Shop, and the **PRISM** Platform

electronic acceptance of the terms of the contract

Terms and Conditions of the MySmartRFP.com Website and the RFP "Shop" Service

Definitions

In these T&C, the following names or abbreviations have the following meanings:

"**PRISM**" is the commercial name of the tender management software platform developed by MySmartRFP.com

"**MySmartRFP.com**" is a simplified joint stock company with a capital of 5,000 Euros, having its registered office at 30, Rue Notre Dame des Victoires in Paris (75002), registered in the Paris Trade and Companies Register under number 828 072 223.

The "**Shop**" is a compartment of the MysmartRFP.com website dedicated to the marketing of tender documents translations.

"**Agreement**" means this agreement between MySmartRFP.com and the Manager, once the T&C is accepted.

"**Contracting authority (CA)**" means the entity awarded a tender as referred to in the Consultation.

"**Manager**" means the management companies that respond to the Request for Proposal by making a bid.

"**Consultant**" means the consulting firm that uses the PRISM platform on behalf of an institutional client as part of its consulting services.

"**Consultation**" means the consultation initiated by the CA in which the Manager participates.

"**Service**" means the services provided by MySmartRFP.com under the Agreement (including the provision of PRISM).

"**Electronic acceptance**" means acceptance of the terms of the contract. The validation of a response to a consultation is considered

1. The purpose of the T&C is to define and govern the use of the Service provided by MySmartRFP.com.

Users therefore acknowledge that they have read and understood all the provisions of the T&C.

I/ Service and limitations

1. MySmartRFP.com: MySmartRFP.Com's service ("Service") provides access to a web service and ancillary or optional services from its partners. The user has the choice to remain a visitor and as such only have access to the home page, or a member, by creating an account, and finally a customer once a first purchase is made. Opening an account allows you to have access to all the pages of the site.

2. Suspension - Termination

MysmartRFP.com may refuse to open an account if there is any suspicion of fraud or malicious intent.

MysmartRFP.com may suspend after prior notification by any means, without compensation, all or part of the Service in case of :

- violation by the subscriber of the legal provisions or of one of his/her contractual obligations,
- false declaration, impersonation, or failure to correct an incomplete file or to provide supporting documents if necessary

.

3. MySmartRFP.com accepts no responsibility for any errors in the Manager's contact details which make it impossible to send any e-mails required for the proper functioning and administration of the Service.

II/ Rules of access and use of the Service

1. By accessing and using the Service, the user guarantees to be a professional representing a validly constituted company.
2. the user agrees not to access or use the Service for any unlawful purpose or with the aim of causing damage to the reputation and image of MySmartRFP.com or more generally to infringe the rights, in particular intellectual property rights, of MySmartRFP.com;
3. The user agrees not to use any device or software other than that provided by MySmartRFP.com to affect or attempt to affect the proper working of the Service or to extract data or modify any part of the Service;
4. The user agrees not to copy any of the content accessible through the Service onto any medium whatsoever without written permission from MySmartRFP.com;
5. in general, the user agrees to access and use the Service in good faith, in a reasonable manner, for the strict purposes of its object.

III / PRICE

Use of the RFP shop : The creation of an account allowing the consultation of the pages of the shop as well as the reception of an automatic alert in case of an RFP is free.

- The prices of the documents in the shop are displayed on each document.
- Documents can be purchased directly online via credit/debit card payment.
- The documents can be downloaded online once the payment has been validated by the online payment provider.

IV / Guarantee

1. The Service is provided "as is" and is accessible without any guarantee of permanent or continuous availability and regularity. MySmartRFP.com shall use its best endeavours to make the Service available 24 hours a day, 7 days a week, except in the case of force majeure or an event beyond MySmartRFP.com's control, and subject to maintenance periods, possible breakdowns, technical hazards related to the nature of the Internet or acts of malice or any damage to MySmartRFP.com's hardware or software.
2. MySmartRFP.com reserves the right, without prior

notice, to temporarily suspend access to all or part of the Service for technical reasons including the need to update, modify or maintain the Service, and generally for any other technical or organisational reason.

3. The Manager acknowledges that the speed of transmission of information does not depend on the Service, but on the inherent characteristics of electronic communications networks, the technical characteristics of the equipment used by the Manager, the connection method used (fibre, cable, ADSL, 3G, 4G, etc.) and the Manager's internet connection.
4. **MySmartRFP.com** does not warrant or guarantee the accuracy of any information made available on the Website through the Service. Nevertheless, MySmartRFP.com will make its best efforts to ensure their integrity and security.

V / Intellectual Property

1. The Service and all its components (including PRISM) are, unless otherwise stated, the exclusive property of MySmartRFP.com. All trademarks and logos owned by MySmartRFP.com may not be used without the prior written consent of MySmartRFP.com.
2. Consequently, pursuant to the provisions of Book 1 of the Intellectual Property Code, and notwithstanding the legislative and regulatory provisions of any country and international conventions, any reproduction, distribution or representation, in whole or in part, of all or part of the Service or of any of the elements that make it up (and in particular the content of the PRISM Platform) is prohibited, as is any alteration thereof
3. In this respect and subject to the provisions of article L122-6-1 of the Intellectual Property Code, it is notably forbidden to adapt, arrange, modify, correct, associate, translate into any language or any language, put on the market for free or for a fee, or market all or part of the Service or of any element that composes them (and notably the content of PRISM), whatever the means and the medium. Nothing in the T&C shall be construed as an assignment of any intellectual property rights, whether by implication or otherwise.
4. The use of automated systems or software to extract data from the Service for any purpose ("screen/web scraping") is strictly prohibited.

VI / Responsibility

1. The Parties shall consider force majeure to exist when an event beyond the control of the other Party, which could not reasonably be foreseen at the time of acceptance of the T&C and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation by the Party suffering from the said event.

The case of force majeure suspends the obligations of the Party concerned for the time the force majeure is in effect if this event is temporary. Nevertheless, the Parties shall endeavour to minimise the consequences as far as possible.

Failing this, if the impediment is definitive, the Parties shall be released from their obligations under the conditions provided for in Articles 1355 of the Civil Code.

2. Except as otherwise provided in the T&C, MySmartRFP.com shall only be responsible for the provision of the Service.
3. MySmartRFP.com shall not be held liable in any way whatsoever for any indirect damage (in particular loss of data, loss of opportunity, loss of turnover).

VII / Confidentiality

1. MySmartRFP.com will keep all information provided by the user confidential.
2. This obligation of confidentiality shall not apply to information received by a party which that party can prove:
3. that they have entered the public domain prior to the date of disclosure or communication or that they will enter the public domain after disclosure or communication through no fault of that party ;
4. that they have been developed independently by this party;
5. that they have been received from a third party in a lawful manner without violating the T&C;

VIII/ Miscellaneous

1. If any provision or part of a provision of this Agreement is or becomes invalid or illegal or unenforceable, it shall be deemed modified to the minimum extent possible to make it valid, legal and enforceable. If such an amendment is not possible, that provision or part of a provision in question shall be considered deleted. Any

modification or deletion of a provision or part of a provision under this clause shall not affect the validity and enforceability of the remainder of the T&C.

2. Any dispute shall be submitted to the competent courts of the city of Paris, notwithstanding multiple defendants and warranty claims, including for emergency and protective procedures, in summary proceedings or by petition.
3. The Parties expressly agree that the T&C are subject to French law. This is true for both substantive and formal rules.

T&C of the PRISM platform

1. The purpose of the T&C is to define and govern the use of the Service provided by the PRISM platform.

The Manager or the CA therefore acknowledge having read and understood all the provisions of the GCU.

I/ Service and limitations

2. It is understood that the Services are provided as part of the Consultation, and at the request of the Contracting Authority.
3. The Service allows the Manager to participate in the Consultation organised by the CA. To this end, MySmartRFP.com grants the Manager a personal, non-transferable license to use PRISM for the sole purpose of performing the Consultation.
4. PRISM's features include:
 - a. the participation of the Manager in the Consultation organised by the CA;
 - b. the availability of the consultation documents of the CA's Consultation;
 - c. hosting of Manager responses;
 - d. the provision of questionnaires from the CA;
 - e. the management of the invitations of the CA ;
 - f. notification of the result of the Consultation.

5. MySmartRFP.com is not responsible for the Consultation, its conduct or its outcome. In this respect, the use of the Service does not alter, modify or attenuate either directly or indirectly the responsibility and obligations of the Manager.

6. The implementation of a Consultation by the CA is under the sole responsibility of the CA. MySmartRFP.com shall not be liable for the non-performance or improper performance of the Consultation.
7. The Manager authorises MySmartRFP.com to notify the Manager by email of any practical information regarding the Consultation.
8. MySmartRFP.com accepts no responsibility for any errors in the Manager's contact details which make it impossible to send any e-mails required for the proper functioning and administration of the Service.

II/ Fees

9. Use of PRISM

Manager's use of the PRISM platform: A right to use the PRISM tool is granted in return for a user fee ranging from 100 to 500€ HT, depending on the nature and size of the tender, and for the duration of the tender.

This right allows:

- Using and sharing the PRISM tool with other collaborators online.
- The exchange of questions and answers with the client.
- The ability to display the quantitative questionnaire in French or English or any other available language.
- Automatic response processing, which provides a quick detailed report of the result of the manager's participation.

The use of the PRISM platform by the CA is free of charge.

10. Fee:

In the event that the manager is awarded a mandate by the CA, the manager will pay a commission proportional to the amount entrusted for management. The percentage will vary according to the amount of the mandate and the asset class concerned and will be specified in the rules of the consultation.

11. Scaling:

The commission is due at 50% on the first payment from the client, then at 25% on the first anniversary of the first payment, then at 25% (balance) on the second anniversary of the first

payment.

The amount initially set is due regardless of the circumstances. It may be revised upwards in the event of additional funds being provided by the client but will not be revised downwards.

12. Calculation:

The fee will be calculated on the basis of the payments made pro rata temporis, and not on the basis of the net asset value.

13. Revisions:

on the anniversary date of the first payment, in the event that additional contributions have been made, the Manager shall notify **MySmartRFP.com** the date and size of each Investment.

MySmartRFP.com will issue a written invoice to the Manager indicating the revised Commission (calculated on a pro rata basis of the original Commission rate), and such invoice shall be due and payable upon receipt by the Manager.

14. Cancellation:

In the event that the CA terminates the mandate, or changes the manager, after more than four months (4) of management, **MySmartRFP.com** will invoice the full amount of the outstanding commission, which will be due within 30 days of receipt of the invoice. In case of closure of the mandate or change of manager between the first payment and the first four months of management, the commission will be reduced to a fixed amount of 10.000 € (Ten thousand Euros).

15. In the event that the tender is cancelled before its final closure **due to an error or malfunction of the PRISM platform**, the fees for using the platform will be refunded.

16. In the event that the tender is cancelled **by the CA** before it is finally closed, the costs of using the platform will not be refunded

17. In the event that the CA cancels the tender after its final closure and designation of a winner but **before any payment is** made, the commission will not be due.

18. The appointed Manager will not be liable to pay any Commission unless and until an Investment is made. For the avoidance of doubt, no Commission will be charged to a Manager by **MySmartRFP.com** for reviewing the response to the Consultation.

19. Payment of invoices shall be made by the

Manager within 30 days of receipt of the invoices.

20. Any sum not paid on the due date may give rise, on the one hand, to the payment of late penalties, calculated on the basis of three times the legal interest rate and, on the other hand, to the application of a fixed indemnity of 40 euros, not subject to VAT, due for collection costs.

III/ Duration

21. The Contract comes into force as from the electronic acceptance of the T&C by the Manager and the Contracting Authority for a duration equal to that of the Consultation.
22. In the event that one of the Parties fails to comply with the obligations referred to in Sections II, III, V, VII and IX of the Contract, the other Party may, by registered letter with acknowledgement of receipt, give formal notice to the defaulting Party to remedy the said failure. If, within thirty (30) days of the said notification, the defaulting Party has not remedied such default, the Contract shall be terminated by operation of law.
23. Alternatively or cumulatively, MySmartRFP.com also reserves the right to suspend access to the Service in the event of a breach of the Agreement by the Manager for the duration of the breach.

IV/ Rules of access and use of the Service

24. By accessing and using the Service, the Manager guarantees that he/she is a professional, a validly constituted company and that he/she has all the necessary authorisations to perform the Contract

It is reminded that the electronic acceptance of the Contract implies an undertaking by the Manager and/or the CA to comply with the provisions of the Contract, and in particular to pay the price for which he/she is liable in application of this Agreement.

The Manager acknowledges and accepts that it is through the use of the Service that he/she will send his/her answers (notably final answers) to the Consultation.

25. The steps involved in entering into the Contract are as follows:
26. identification of the Manager via registration on PRISM ;
27. transmission of a SIREN number (or TIN) by the Manager/CA;
28. payment of the price of the Service.

29. electronic acceptance of the Contract by validating a response to the consultation;

30. Without prejudice to the provisions detailed in the Contract, the use of the Service is subject to strict compliance with the following rules:

31. the Manager undertakes to use the Service only for personal purposes and for the needs of the Consultation;

32. The CA may act on behalf of a third party in the context of a service provided by a consultant on behalf of his client.

33. the Manager undertakes not to communicate his/her identifiers to third parties and to keep them confidential. The Manager is solely responsible for the use of his/her identifiers, as the connection to his account is made automatically on the basis of his/her identifiers.

34. The Manager undertakes not to access and use the Service for illicit purposes or with the aim of causing damage to the reputation and image of MySmartRFP.com or more generally to infringe the rights, in particular intellectual property rights, of MySmartRFP.com, another manager and/or the Contracting Authority;

35. the manager agrees not to use any devices or software other than those provided by MySmartRFP.com to affect or attempt to affect the proper functioning of the Service or to extract data or modify any part of the Service;

36. the Manager agrees not to copy any or all of the content accessible through the Service onto any medium whatsoever without written permission from MySmartRFP.com;

37. in general, the Manager and/or the CA undertake to access and use the Service in good faith, in a reasonable manner, for the strict purposes of the Consultation,

VI/ Guarantee

38. The Service is provided "as is" and is accessible without any guarantee of permanent or continuous availability and regularity. MySmartRFP.com shall use its best endeavours to make the Service available 24 hours a day, 7 days a week, except in the case of force majeure or an event beyond MySmartRFP.com's control, and subject to maintenance periods, possible breakdowns, technical hazards related to the nature of the

Internet or acts of malice or any damage to MySmartRFP.com's hardware or software.

39. MySmartRFP.com reserves the right, without prior notice, to temporarily suspend access to all or part of the Service for technical reasons including the need to update, modify or maintain the Service, and generally for any other technical or organisational reason.
40. The Manager acknowledges that the speed of transmission of information does not depend on the Service, but on the inherent characteristics of electronic communications networks, the technical characteristics of the equipment used by the Manager, the connection method used (fibre, cable, ADSL, 3G, 4G, etc.) and the Manager's internet connection.
41. Any software not provided by MySmartRFP.com (including software downloaded by the Manager or obtained in any other way through the use of the Service) but used by the Manager is the sole responsibility of the Manager.
42. **MySmartRFP.com** does not guarantee the accuracy of any information made available in a Consultation via the Service or the accuracy of any information provided by a Manager via the Service. Nevertheless, MySmartRFP.com will make its best efforts to ensure their integrity and security.

VI/ Intellectual property

43. The Service and all its components (including PRISM) are, unless otherwise stated, the exclusive property of MySmartRFP.com. All trademarks and logos owned by MySmartRFP.com may not be used by the Manager without the prior written consent of MySmartRFP.com.
44. Consequently, in application of the provisions of Book 1 of the Intellectual Property Code, and notwithstanding the legislative and regulatory provisions of all countries and international conventions, any reproduction, distribution or representation, in whole or in part, of all or part of the Service or of any of the elements that make it up (and in particular the content of the Platform) is prohibited, as is any alteration thereof
45. As such and subject to the provisions of Article L122-6-1 of the Intellectual Property Code, the Manager is prohibited from adapting, arranging, modifying, correcting, associating, translating into

any language or languages, putting on the market for free or for a fee, marketing, all or part of the Service or any element that composes them (and in particular the content of PRISM), regardless of the means and media. Nothing in this Agreement shall be construed as an assignment of any intellectual property rights, whether by implication or otherwise.

46. The use of automated systems or software to extract data from the Service for any purpose ("screen/web scraping") is strictly prohibited.

VII/ Liability

47. The Parties shall consider force majeure to exist when an event beyond the control of the other Party, which could not reasonably be foreseen at the time of acceptance of the Contract and the effects of which cannot be avoided by appropriate measures, prevents the Party suffering from the said event from performing its obligation.

The case of force majeure suspends the obligations of the Party concerned for the time the force majeure is in effect if this event is temporary. Nevertheless, the Parties shall endeavour to minimise the consequences as far as possible.

Failing this, if the impediment is definitive, the Parties shall be released from their obligations under the conditions provided for in Articles 1355 of the Civil Code.

48. Except as otherwise provided in the T&C, MySmartRFP.com shall only be responsible for the provision of the Service.
49. MySmartRFP.com shall not be held liable in any way whatsoever for any indirect damage (in particular loss of data, loss of opportunity, loss of turnover).
50. MySmartRFP.com's liability is limited, for any cause whatsoever and for the entire term of the Agreement, to the greater of the following amounts: (i) the sum of €500, or (ii) 100% of the fees paid by the Investment Manager in respect of the Contract, (with a deduction of €10,000 corresponding to the management fees of the AO)

VIII/ Confidentiality

51. **MySmartRFP.com** will keep all information provided by the Manager confidential, but will share any necessary information about the Manager contained in their offers with the CA.
52. Without prejudice to the provisions of Article 33 of the Contract, a party (receiving party) shall keep

in strict confidence any information, and any technical or commercial know-how, specifications, inventions, processes or initiatives (including the terms of the Contract) which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, or any other confidential information concerning the disclosing party's activities, products and services which the receiving party may obtain. The receiving party may only disclose such confidential information to those of its employees, agents or subcontractors who have a need to know for the purpose of relieving the receiving party of its obligations under the Contract, and shall ensure that such employees, agents or subcontractors comply with the obligations set out in this clause as if they were parties to the Contract. The receiving party may also disclose such confidential information of the disclosing party when required by law, by any governmental or regulatory authority or by the court of competent jurisdiction.

53. This obligation of confidentiality shall not apply to information received by a party which that party can prove:
54. that they have entered the public domain prior to the date of disclosure or communication or that they will enter the public domain after disclosure or communication through no fault of that party ;
55. that they have been developed independently by this party;
56. that they have been lawfully received from a third party without breach of the Contract;

IX/ Miscellaneous

57. The Manager/ CA shall not assign this Agreement without the prior written consent of MySmartRFP.com. MySmartRFP.com may assign and/or subcontract all or part of the Agreement to a third party, which the Manager/Contracting Authority hereby expressly acknowledges and agrees. The Agreement shall continue in favour of the successors and assigns of the parties.
58. If any provision or part of a provision of this Agreement is or becomes invalid or illegal or unenforceable, it shall be deemed modified to the minimum extent possible to make it valid, legal and enforceable. If such an amendment is not possible, that provision or part of a provision in question shall be considered deleted. Any modification or deletion of a provision or part of a

provision under this clause shall not affect the validity and enforceability of the remainder of this Agreement.

59. Any dispute shall be submitted to the competent courts of the city of Paris, notwithstanding multiple defendants and warranty claims, including for emergency and protective procedures, in summary proceedings or by petition.
60. The Parties expressly agree that the Contract is subject to French law. This is true for both substantive and formal rules.

