



## MEGAWATT-X Terms and Conditions

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Megawatt-X Ltd provides you access to Megawatt-X.net subject to the present Terms and Conditions. Only Parties which are Qualified Investors and/or are active in the Renewable Energy sector have access to Megawatt-x.net. By accessing to Megawatt-X Ltd, you become *de facto* and *de jure* a “Member” of Megawatt-X, and subject to the present Terms and Conditions.

Megawatt-X grants to you a limited, non-exclusive, non-assignable, non-sublicenseable, revocable licence (the “Licence”) to access Megawatt-x.net, in relation to which you are an Authorised Participant, and any information contained therein on the terms and conditions set out in the present document. Any other use of Megawatt-X.net without Megawatt-X’s written consent is expressly prohibited, including, without limitation, any distribution or commercial exploitation of any portion of Megawatt-X.net. All rights not specifically granted and licensed to you in this paragraph are hereby expressly retained by Megawatt-X.

Whatever information transmitted to or posted on any Megawatt-X sites is the sole responsibility of the party of origin. The party providing the information has accepted and acknowledged that it is and will be solely responsible and liable for the accuracy, quality, integrity and legality of any Data regarding the listed Renewable Energy Assets.

The general principle of Megawatt-X.net is to introduce Renewable Energy investment opportunities (Equity, Debt, Funds, Others...). via an on-line database, by listing third party data. Hence, Megawatt-X.net members can engage in a confidential and dynamic exchange of information regarding opportunities. In that process, the identity of all interested parties to a potential transaction remain confidential to others.

If you are an Asset Owner, you acknowledge that details of a particular Renewable Energy Asset which is listed in Megawatt-X.net may be shared with any relevant interested parties and, if you are a potential Investor, you acknowledge that the potential comments on an Asset may be shared with any relevant interested parties as part of an “informal” process, bearing in mind that your identity will always be preserved. It is clearly expressed and understood that data listed on or communicated through Megawatt-X.net do not constitute an invitation to invest or transact any assets.

Without prejudice or limitation to your other obligations hereunder, you agree to (i) ensure that all Authorised Individuals are aware of and comply with the terms of these General Terms and Conditions and of any other agreements, terms of use, or codes of conduct that govern access to Megawatt-X.net from time to time; (ii) be responsible for the actions of your Authorised Individuals (if any) and accept liability jointly and severally with such Authorised Individuals for any loss or damage howsoever caused by their access to Megawatt-x.net (iii) comply with the confidentiality obligations under these General Terms and Conditions; (iv) hereby accept and acknowledge that Megawatt-X is NOT responsible NOR liable for the accuracy, quality, integrity and legality of any Data posted on the Megawatt-X websites (v) use reasonable efforts to prevent unauthorised access to Megawatt-x.net and undertake to inform Megawatt-X promptly and in any event no later than three (3) Business Days upon suspecting or discovering that a user name or password or an access token issued to you has come into the possession of a third party, or that a third party has otherwise accessed Megawatt-X (vi) keep Megawatt-X promptly aware of the transaction status of the Renewable Energy Asset listed (valuation, bidding, exclusivity, transacted) when you have expressed interest for a project and (vii) immediately cease accessing Megawatt-X.net in relation to which you cease to be a Qualifying Person and notify us immediately if you cease to be such a Qualifying Person.

and you agree not to: (i) provide your user name or password or access token to any person that is not an Authorised Individual and hereby acknowledge that any breach of security resulting in the unauthorised use of a user name, password or access token provided to you by Megawatt-X by any such person constitutes a material breach of your these General Terms and Conditions; (ii) redistribute, resell, or disclose any data obtained by virtue of your access to the Megawatt-X Site; (iii) download, or knowingly permit any third party to download, data obtained from Megawatt-X.net by virtue of your access, on to any medium other than in accordance with the terms of these General Terms and Conditions; (iv) submit, transmit or communicate through the Megawatt-X sites, material that infringes any IP Rights or other proprietary right, is defamatory, which violates third party rights or is otherwise unlawful or tortious material that violates any applicable law or regulation; (v) knowingly or recklessly transmit or introduce viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful; (vi) attempt to gain unauthorised access to Megawatt-X.net, the server on which it is stored or any server, computer or database connected to it or their related systems and networks. Megawatt-X will not be liable for any loss or damage caused by a distributed denial of service attack, viruses, or other technologically



harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Megawatt-X Sites or to you downloading any material posted on it, or on any website linked to it; or (vi) interfere with or disrupt the integrity or performance of Megawatt-x.net or third-party data contained therein.

## INTELLECTUAL PROPERTY RIGHTS

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Megawatt-X expressly reserves all rights, title and interest in and to the Megawatt-X sites, including any IP Rights attaching thereto. No rights are granted to you under the present Agreement other than as expressly set forth in this present Agreement and by your use of the Megawatt-X sites you acknowledge Megawatt-X's ownership of such site and of all data contained therein and you agree not to challenge such ownership.

**Restrictions.** You shall not: (i) permit any third party to access Megawatt-X.net except as permitted in these General Terms and Conditions; (ii) create derivative works or products based on Megawatt-X.net; (iii) copy, frame or mirror any part or content of Megawatt-X.net (including the source code for any portion of the Megawatt-X Sites); (iv) alter, reverse engineer, decompose, disassemble or otherwise seek to duplicate the properties of Megawatt-X.net; (v) rent, lease, lend, sell, sublicense, trade, assign, give, use on behalf of, furnish or redistribute the Megawatt-X data or any part thereof, to any third party not expressly permitted in these General Terms and Conditions; (vi) remove or obscure Megawatt-X's proprietary right notices; or (vii) access Megawatt-X.net in order to create, develop, invest in and/or build a competitive product or service (namely, but not limited to, an on-line platform where Renewable Energy Assets are listed in search of buyers/investors, whatever the form of remuneration might be); or to copy any features, functions or graphics of the Megawatt-X Sites.

**Trademarks.** "Megawatt-X" and "Megawatt-x.net" (the "Marks") are trademarks and/or service marks of Megawatt-X Ltd. You may not use such Marks or any other marks, names, logos or images displayed on the Megawatt-X Site in any manner not expressly provided for in these General Terms and Conditions without the prior written consent of Megawatt-X or any third party owner thereof. Nothing in these General Terms and Conditions shall be construed as granting, by implication or otherwise, any licence or right to use the Marks or any other trademark, service mark, name, logo or image on the Megawatt-X Site.

## SERVICES

**Fees.** For the services described above, Megawatt-X may ask for introductory, registration, listing, and/or subscription fees. Fee level and settlement conditions will be submitted to each members and they can be accepted or denied. The latter choice might involve a change in the services provided under the present terms and conditions.

**Non-circumvention.** At any time prior to the expiration of one year from the date of accessing any information, it is expressly agreed that the identities of any individual or entity and any other third parties (with the exclusion of industrial suppliers and customers) discussed and made available through Megawatt-X shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not: (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party without Megawatt-X prior consent; or (b) seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

## CONFIDENTIALITY

**Definition.** For the purposes of these General Terms and Conditions, "Confidential Information" means information (including but not limited to any documentation concerning the operation) about Megawatt-X.net, any information (including as to identity) concerning any Renewable Energy Assets listed on Megawatt-X.net and any other information that is designated as confidential or which by its nature is clearly confidential or which you know or should reasonably know is confidential. Confidential Information includes (but is not limited to) any information concerning the technology, technical processes, data, procedures, business affairs and finance of a User that is available to other Users through the Megawatt-X.net. For the avoidance of doubt, the term Confidential Information shall not include information that: (i) is or becomes available to the public other than as a result of disclosure directly or indirectly by you in violation of these General Terms and Conditions; or (ii) was demonstrably available to or known by you on a non-confidential basis prior to such information being accessed by you on Megawatt-X.net.



**Confidential Nature.** You will treat as confidential all Confidential Information obtained, through your access to Megawatt-X.net. You shall not, except as expressly provided in these General Terms and Conditions, without the prior written consent of Megawatt-X disclose or make available such Confidential Information in whole or in part to any third person. You may only use or disclose any information about other Users that you learn of through the Megawatt-X Sites for proper business purposes related to the matter being facilitated Megawatt-X. You shall not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for your legitimate use of Megawatt-X.net.

## **WARRANTIES AND DISCLAIMERS**

**General Disclaimer.** The Megawatt-X sites are provided “as is”, without warranties, express or implied (except as expressly stated herein), including, but not limited to, any implied conditions or warranties of fitness for a particular use or purpose, any implied warranty arising from the course of dealing or course of performance, any warranty as to completeness of or accuracy of the information supplied through the Megawatt-X sites, and of any other warranty with respect to Megawatt-x.net or any software or other materials made available to you and all such other warranties are hereby disclaimed.

**Your Warranties and Representations.** You warrant and represent to Megawatt-X on a continuing basis that: (i) you have full authority to enter into these General Terms and Conditions; (ii) in accessing and/or or using Megawatt-x.net you will comply with all applicable laws, rules and regulations; (iii) you have all rights and licenses required to enter into and perform your obligations under these General Terms and Conditions; (iv) you will only access and/or use resources on Megawatt-X.net to which you are authorised to access and/or use; (v) data, media or other content you transmit and/or upload to Megawatt-X.net or otherwise disseminate through Megawatt-X, does not infringe or otherwise violate the IP Rights or other rights of any third party.

## **LIMITATION OF LIABILITY**

Megawatt-X shall not be liable for any loss or damage incurred by you, or by any of your Affiliates, or by your, or any of your Affiliates’, officers, members, employees, or Authorised Individuals, as a result of your access to Megawatt-X.net, unless such loss or damage is incurred as a result of Megawatt-X’s own gross negligence, wilful misconduct, material breach of these General Terms and Conditions, fraud or fraudulent misrepresentation, which shall not include any loss or damage arising due to the occurrence of a Force Majeure Event.

Notwithstanding the prior provisions of this paragraph, in the event that Megawatt-X is deemed by a court of law having jurisdiction over the dispute to be liable to you for any reason, arising in contract, tort or otherwise, Megawatt-X’s total liability shall, to the extent permitted by law, be limited to an amount not exceeding the total amount of Fees paid by you to Megawatt-X. You further agree that no action can be brought against Megawatt-X in relation to the Megawatt-X Sites more than one year after the date on which the cause of action accrues.

## **INDEMNIFICATION**

You agree to indemnify and keep indemnified and to hold Megawatt-X, its advisers and its Affiliates and their respective advisers, officers, employees and agents, harmless against any claim, liability, loss, injury, damage, cost, or expense (including, but not limited to, legal fees) incurred by Megawatt-X, or any such Affiliate or other person as aforesaid, arising out of: (i) breach by you or any of your Affiliates (and, if you are a company, or other entity or organisation, by any of your members, officers, employees, agents or Authorised Individuals) of these General Terms and Conditions and any other agreements concluded between you and Megawatt-X in relation to the access and/or use of Megawatt-X.net; and/or (ii) your use of Megawatt-X.net (including the use by an unauthorised party of a user name and password provided to one of your Authorised Individuals either with or without your consent), unless and to the extent that such claim, liability, loss injury, damage, cost or expense results from Megawatt-X’s own gross negligence, wilful misconduct, material breach of this User Agreement, or fraudulent provision of the Megawatt-X Services to you.

## **CHANGES TO OUR SITE**

Megawatt-X will update the Megawatt-X sites regularly and may change the content at any time. Megawatt-X may, if the need arises, suspend access to the Megawatt-X sites, or close it indefinitely. Megawatt-X has no responsibility to update, amend or monitor the material uploaded to the Megawatt-X sites.

## **ANTI-MONEY LAUNDERING / KYC PROCEDURES**

Megawatt-X, its advisers and its Affiliates and their respective advisers, officers, employees and agents may be required, pursuant to applicable anti-money laundering laws and/or regulations, to obtain evidence of your identity. More generally,

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at any moment, Megawatt-X may ask for, and you agree to provide and disclose, all relevant information for a proper KYC procedure (akin to the one introduced on [www.kyc.com](http://www.kyc.com)). Those information might include (but are not limited to), business licenses, identity of shareholders and managers, banking references, financial capacity, technical capacity...

## **MANDATE / AGENT**

Any member which doesn't act as principal, but as third party agent may be required, at any moment, to provide evidence of such representation. Hence, each member agrees to disclose proper evidence of him being mandated or hired as an agent.

## **TERMINATION AND SUSPENSION**

**Termination or Suspension by Megawatt-X.** Megawatt-X may terminate, or at its sole discretion suspend, your access to Megawatt-X.net without prior notice: (i) in the event of any breach by you of, or refusal by you to comply with, these above General Terms and Conditions; (ii) in the event that, in Megawatt-X's opinion, your continued access and/or use would or might cause Megawatt-X to be in violation of any law, rule, regulation or ordinance; (iii) in the event that, in Megawatt-X's opinion, your continued access and/or use would or might impair the ability of other Users to access or use the Megawatt-X Sites; (iv) if, in the case of a Buyer or Seller, you cease to be a Qualifying Person; and (v) if you become bankrupt or insolvent, or (vi) by giving you a 1 week written notice.

**Surviving Provisions.** Paragraphs (*Intellectual Property Rights*), (*Confidentiality*), (*Warranties and Disclaimers*), (*Limitation of Liability*), (*Indemnification*), (*Notices, Governing Law and Jurisdiction*), and (*General Provisions*) shall survive any termination or expiration of the present Agreement.

**Obligations on Termination.** Upon termination of access and/or use of Megawatt-X Sites for any reason the Licence will be revoked and you must immediately cease to access Megawatt-X.net through any means. You shall promptly destroy all materials in your possession relating to Megawatt-X (including all copies thereof and any proprietary software Megawatt-X provided to you, but not including any end user data which are quite rightfully in your possession). Promptly you agree to provide Megawatt-X with written confirmation of your compliance with the terms of this paragraph upon Megawatt-X's request.

## **GOVERNING LAW AND JURISDICTION**

**Governing Law and Jurisdiction.** These General Terms and Conditions is governed by and shall be construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with your User Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **GENERAL PROVISIONS**

**No Waiver.** Any failure or delay on behalf of Megawatt-X in exercising any right under your User Agreement (including these General Terms and Conditions) shall not constitute a waiver of that right. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

**Severability.** Each provision of these General Terms and Conditions is severable from the others and if any shall be held by the English Courts as being invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

**Assignment.** You may not assign, novate or otherwise transfer, whether in whole or of part, the present Agreement, nor any of your rights, duties or obligations arising under these General Terms and Conditions, to any other person.

**Data Protection.** The Megawatt-X privacy policy governs the collection and processing of data provided to Megawatt-X. By entering into the present Agreement you also acknowledge that you have read, understood and consented to the terms of the Megawatt-X privacy policy. You further consent to receiving email communications from Megawatt-X with respect to Megawatt-X.net.

**Variation.** Megawatt-X may revise, vary, amend or supplement these General Terms and Conditions and the Definitions Schedule for Users at any time.