

Platform Distribution Terms

The following distribution terms (the “**Asset Management Market Research Portal Distribution Terms**”) shall apply exclusively to the access to, and use of, the web-based application developed and owned by PricewaterhouseCoopers, Société coopérative (“**PwC**”) known as Asset Management Market Research Portal (the “**Platform**”), by the Client (as defined in the contract concluded between PwC and the Client), in accordance with the Contract and as described herein.

The Platform Distribution Terms apply in addition to the PwC Terms of Business applicable to the Contract (as defined in the Contract). In case of uncertainty or contradiction between the provisions of the PwC Terms of Business and these Platform Distribution Terms, the latter shall prevail.

1. The Platform aims at providing the Client and its Users (as defined below) with online access to PwC Global AWM Market Research Centre’s reports in digital format (PDF) (the “**Reports**”) as well as to any related content and services as available on the Platform (together the “**Platform Services**”).
2. Access to the Platform is supplied by PwC provided that the Users (as defined below) has an appropriate Internet connection. PwC is not responsible for any costs incurred in securing, obtaining and maintaining the appropriate Internet connection necessary to access the Platform.
3. The Client undertakes (i) to designate and notify to PwC its employees (the “**User(s)**”) being authorized to receive a personal username and password (the “**Identifications**” – which PwC reserves the right in any case to modify from time to time for maintenance reasons) to allow them to access the Platform; (ii) to immediately advise PwC the name of any User who ceases to be a Client’s employee (including the date of such cessation); and (iii) not to circulate, provide, reproduce or generally make available any Identifications and/or to allow access to the Platform to persons and/or organizations that are not formally designated as Users to PwC. The Client is permitted an unlimited number of Users.
4. The use of, and access to, the Platform by Users is under the sole responsibility of the Client. The responsibilities of the Users are stated in the Platform Terms of Use which shall be signed off by each User prior to his/her first access to the Platform and which may change from times to times.
5. The Platform is expected to be available 24/7/365, on a reasonable effort basis. However, in exceptional cases, the Platform might be temporarily inaccessible, in particular due to general maintenance or other IT related reasons carried out by PwC.
6. The Platform (including the Reports) are hosted on a server located in PwC’s premises and maintained under reasonably appropriate technical and organizational security measures, including standard, commercially available virus-checking software (the “**PwC IT standards**”). The Client must nevertheless ensure to store all Reports appropriately and maintain appropriate back-up.

PwC does not guarantee continuous, uninterrupted or secure access to the Platform and the Client acknowledges that the reliability, availability, performance and other aspects of the Internet are beyond PwC’s reasonable control and therefore, unless otherwise provided in the Contract, PwC does not represent or warrant that (i) the functions of the Platform will meet the Client’s requirements and (ii) to the extent that PwC has complied with the PwC IT standards, the Platform, the Platform Services and/or the Reports will be error-free, free from viruses or other harmful components.

The Client acknowledges and agrees that access to, and use of, the Platform is provided “as is” and in no circumstances can PwC be held liable for any kind of damages (notably the damages resulting from the loss of benefits, interruption of activity, loss of data or any other kind of financial loss) resulting from the use or impossibility of use of the Platform, even if the Client was previously informed of the possibility of such damages.

7. The Client acknowledges and agrees that it is entering into the Contract for its own purposes and not for the benefit of any third party, except the authorized Users. The Platform shall be accessed and used for the Client’s internal purposes only, to the express exclusion of any marketing and/or commercial purposes. The Client agrees to indemnify and hold PwC harmless from any third-party claims arising out of the Client’s and/or Users’ use of the Platform and to reimburse PwC for all expenses (including counsel fees and court costs) incurred by PwC in connection with such claim.

The Client and its Users may not (i) use the Platform in any way that may harm, hinder, impair and/or overload the performance of the Platform; (ii) reproduce, modify, copy, distribute, transfer, diffuse, circulate and/or sell in whole or in part, directly or indirectly, free or at a cost, to any third parties, by physical or electronic means, any information, data, and/or service (including the Platform Services and the Reports) obtained from the Platform except with the prior express written permission of PwC; (iii) use the Platform to conduct any illicit activity, which is prohibited by and/or would violate applicable laws, regulations and/or professional standards, or the Contract.

8. PwC reserves the right to control at any moment and without any notice the use that the Client and the Users make of the Platform. Should PwC suspect an abuse concerning the use of the Platform, the Platform Services, the Reports and/or any use contrary to the conditions of the Contract, these Platform Distribution Terms and/or the Platform Terms of Use, the Client's and Users' right of access will automatically be suspended or terminated without any notice.

Platform Terms of Use

This statement describes terms and conditions of use (the "**Platform Terms of Use**") under which PricewaterhouseCoopers, Société coopérative ("**PwC**" or "**We**" or "**Us**"), a Luxembourg company whose registered address is at 2, rue Gerhard Mercator, L-2182 Luxembourg, allows users ("**You**" or the "**User(s)**", be they individuals and/or the legal entities they represent (the "**Client(s)**")), to access and use the Asset Management Market Research Portal (the "**Platform**") as well as its related content and services, including PwC Global AWM Market Research Centre's reports in digital format (PDF) (the "**Reports**") (together the "**Platform Services**"). By accessing and using the Platform and the Platform Services, You manifest your express consent to the acceptance of the Platform Terms of Use set out below, including all notices displayed on the Platform.

1. The Platform aims at providing the Client and its Users with online access to the Reports and the Platform Services and may only be used in the framework of a contract concluded between the Client and PwC (the "**Contract**"). In application of the Contract, PwC attributes a password and a username (the "**Identifications**") to each Client's employee designated as authorized User by the Client. Any non-authorized person having accessed, navigated and/or used the Platform and/or the Platform Services is subject to the same obligations and responsibilities listed in these Platform Terms of Use as that of an authorized User.

2. The Identifications provided to You are strictly personal and non-transferable. You are fully responsible for maintaining the confidentiality of your Identification as well as all utilization thereof. You commit to immediately inform PwC and the Client of any suspected or actual non-authorized utilization of your Identifications or of any other suspected or actual security threat to the Platform and/or the Platform Services. PwC cannot be held liable for any damage that may occur due to the utilization of your Identification by a third party, whether You knew of this utilization or not. However, you may be held liable if PwC and/or a third party incurs damage due to the utilization of your Identification by a third party. Finally, for purposes of maintenance and efficiency access, PwC may modify the Identifications from time to time.

3. The Platform is expected to be available 24/7/365, on a reasonable effort basis. However, in exceptional cases, the Platform might be temporarily inaccessible, in particular due to general maintenance or other IT related reasons carried out by PwC.

4. The Platform (including the Reports) are hosted on a server located in PwC's premises and maintained under reasonably appropriate technical and organizational security measures, including standard, commercially available virus-checking software (the "**PwC IT standards**"). Please note that You must ensure that You stored all Reports appropriately and maintain appropriate back-up.

PwC does not guarantee continuous, uninterrupted and/or secure access to the Platform and the Platform Services, and You acknowledge that the reliability, availability, performance and/or other aspects of the Internet are beyond PwC's reasonable control. Therefore, PwC does not represent or warrant that (i) the functions of the Platform will meet Your requirements and (ii) to the extent that

PwC has complied with the PwC IT standards, the Platform, the Platform Services and/or the Reports will be error-free, free from viruses or other harmful components.

You acknowledge and agree that access to, and use of, the Platform is provided “as is” and in no circumstances can PwC be held liable for any kind of damages resulting from the use or impossibility of use of the Platform nor for any costs incurred by You in securing, obtaining or maintaining an appropriate internet connection, even if You were previously informed of the possibility of such damages.

5. Unless otherwise provided in the Contract (i) any material, data, documents and files contained in, and/or provided through, the Platform and its Platform Services (including the Reports), is for general guidance on matters of interest only and is provided "as is"; and (ii) to the extent permitted by applicable law, PwC, any other entity linked to PwC, and their respective partners, agents, representatives or employees, or licensors, distributors or suppliers (the “**PwC Parties**”), disclaim towards You or any other person, all guarantees of representation, reliability, timeliness or of the results obtained from the use (or impossibility of use) of, the Platform, the Platform Services and/or the Reports, as well as all warranties of any kind, express, implied, or statutory.

6. You can only access, navigate or use the Platform and the Platform Services on the condition that You guarantee that You will not use it to conduct any illicit activity, which is prohibited by or would violate any applicable law and/or these Platform Terms of Use. You may not use the Platform or the Platform Services in any way that may harm, hinder, impair or overload the performance of the Platform and/or the Platform Services. In addition, You are not authorized to: (i) unless as expressly foreseen in the Contract, modify, copy, distribute, transfer, diffuse, represent, reproduce, create derivative obligations, transfer or sell in whole or in part, directly or indirectly, free or at a cost, to non-authorized third parties, by physical or electronic means, any Report or Platform Services; nor (ii) manipulate or use the Platform or the Platform Services to create products or services which are likely to compete with or to hinder, directly or indirectly the Platform or Platform Services delivered or to be delivered by PwC.

8. In case of termination, for any reason, of Your employment with the Client, You shall immediately inform PwC of the effective date of such termination and cease using Your Identifications up from this date.

PwC reserves the right to control at any moment and without any notice the use that You make of the Platform and of the Platform Services. If PwC suspects an abuse concerning Your use of the Platform, the Reports and/or the Platform Services, or any other use contrary to the terms and conditions of these Platform Terms of Use, Your (as well as the Client’s) right of access will be automatically suspended without prior notice and You (as well as the Client) may be exposed to legal actions.

Also, PwC may suspend Your access to the Platform and to the utilization of the Platform Services without prior notice on the written or verbal demand of the Client.

9. The Platform, the Reports and all the elements constituting the Platform and the Platform Services (for example and without limitation: general structure, database and software, texts, animated or non-animated images, titles, documentation, arrangement and form of the presentation) are the exclusive property of PwC and are protected by copyrights. Any program, publication, design, product, process, software, technology, information, know-how, or idea described in, or related to, the Platform and the Platform Services, may be subject to other rights, including other intellectual property rights, which are owned by PwC or other interested parties and are not licensed in any way to You hereunder. These Platform Terms of Use hereby grants You an individual and non-exclusive authorization to access and navigate the Platform and the Platform Services for strictly professional purposes in accordance with the tasks entrusted to You by the Client and solely (i) for the internal use of the Client and (ii) in order to attain the objectives defined in the Contract. Any interference with the stipulation of this clause such as notably the reproduction, diffusion of any kind of process, commercial or otherwise, free or at a cost, constitutes a counterfeiting punishable according to the applicable law.

10. Information about how PwC collects, processes, protects and disposes of Users' personal data and how data subjects can exercise their rights is available on PwC's dedicated page: www.pwc.lu/privacy-statement.

11. All complaints regarding the application, lack and/or violation of the obligations or the rights relating to the present Platform Terms of Use will be subject exclusively to Luxembourg Law. By accepting these Platform Terms of Use, You agree irrevocably that any litigation caused by or linked to the access, the navigation, the connection and/or all other use of the Platform and/or the Platform Services will come under the exclusive competency of the courts of Luxembourg-Ville.

Notwithstanding the above provisions dismissing any liability of PwC toward You to the extent permitted by applicable law, all actions brought against PwC and/or its employees shall be statute-barred after i) a period of one (1) year from the date of access or use of the Platform and/or the Platform Services linked to the damage, or ii) after a period of one (1) year from the date on which You should reasonably have become aware of the damage, whichever comes first.

PwC reserves the right to modify these Platform Terms of Use at any time.