

# Decarb Fast Track Program

## Application Terms and Conditions

V2 – 23/11/2022



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## 1. DEFINITIONS

In the present Application T&Cs, the terms listed below have the meaning ascribed to them in the present article, whether used in the singular or plural.

Headings are inserted for convenience and do not affect the interpretation of the Application T&Cs.

Applicant	Refers to any company applying to Decarb Fast Track Program, in order to be selected as a Pioneer under the Decarb Fast Track Program
Application Closing	Refers to the end of the possibility to apply to Decarb Fast Track Program. The timeline and the date of Application Closing is defined in Section 4 below.
Application Form	Refers to the forms available online to determine Applicant's eligibility and to apply to Decarb Fast Track Program, available with the following link: <a href="https://decarb-fast-track.com/program/">https://decarb-fast-track.com/program/</a>
Application Platform	Refers to the platform where the Applicant is able to fill in the Application Form, available online on a specific link received by an Applicant, after eligibility has been confirmed. The Platform is also available at: <a href="https://decarb-fast-track.selecteev.io/apply">https://decarb-fast-track.selecteev.io/apply</a>
Application Process	Refers to the entire process whereby the Applicant is applying to Decarb Fast Track Program, in accordance with the Application T&Cs.
Application T&Cs	Refers to the present document, listing the terms and conditions applicable to the Applicant's while applying to the Decarb Fast Track Program. This document is available at: <a href="https://decarb-fast-track.com/">https://decarb-fast-track.com/</a>
Confidentiality Commitments	Refers to the confidentiality commitments detailed in Section 7 below.
Decarb Fast Track Program	Refers to the program launched by the Partners to help industrial companies reduce their energy consumption and collectively reach a reduction target of CO2 emissions. More information about such program is available at: <a href="https://decarb-fast-track.com/">https://decarb-fast-track.com/</a>
Party or Parties	The Applicant and the Partners are individually referred to as a "Party" and jointly as the "Parties"
Partners	Refers to the companies METRON, DALKIA, BNP PARIBAS and Amazon Web Services (AWS) that joined forces to launch the "Decarb Fast Track" program.

	It is however understood that the Partners are independent companies, and that there is no partnership, joint venture, agency, or employment relationship between these companies.
Pioneer	Refers to an industrial company which has been selected in the frame of the Decarb Fast Track Program, from the signature date of a Pioneer Contract.
Pioneer Contract	Refers to the contract an Applicant should execute to adhere to the Decarb Fast Track Program, if it has been selected after a successful Application Process.

## 2. GENERAL INFORMATIONS

This Application T&Cs and any document to which it is referred to herein provide to Applicants all the information required to apply to the “Decarb Fast Track Program”.

All information (financial information, data, presentations, contracts, etc.) provided to Applicants under this Application Process to Decarb Fast Track Program is the property of the Partners and must only be sent to persons involved in the Application Process.

Applicants undertake to comply with the rules of confidentiality drafted in the Confidentiality Commitments section below.

The Partners reserves the right to modify:

- All information or specifications set out in this Application Process or during the course of the Decarb Fast Track Program;
- The scope of the Decarb Fast Track Program;
- The terms and provisions of the Pioneer Contract which will be available for Applicants during the Application Process to Decarb Fast Track Program;
- The list of information requested from Applicants.

Partners reserve the right to accept or refuse any application. All costs involved in drafting the application shall be considered as part of the marketing efforts of the Applicants and shall not be invoiced to Partners.

Applicants shall not interpret any part of this Application T&Cs as a firm commitment by Partners to sign a contract or to perform services relating to the Decarb Fast Track in question. Partners reserves the right not to follow up on the Decarb Fast Track Program. Partners reserves the right to reject any application they would deem not acceptable.

## 3. VERIFICATION OF APPLICATION DOCUMENTATION



Applicants for their first connection to Application Platform will have access to the following documents:

- Application Form
- Pioneer Contract

When starting an Application Process, Applicants must check that all documents are available to them.

To apply to the Decarb Fast Track Program, the Applicants will have to follow the Application Process and connect to the platform available at <https://decarb-fast-track.selecteev.io/apply>. The Applicants will have to fill in the Application Form and reply to the screening questions.

#### 4. CONDITIONS TO APPLY

##### 4.1 RESPECTING INSTRUCTIONS – COMPLIANCE WITH THE APPLICATION FORM

Applicants shall pay particular attention to comply with all the rules and conditions laid out in the Application T&Cs. Should the instructions not be followed, Partners reserves the right to reject the Applicant's application.

Applicants shall respond clearly and comprehensively to any mandatory fields of the Application Form.

##### 4.2 PIONEER CONTRACT – CONTRACTUAL FRAMEWORK

In their application, Applicants must specify any reservations or comments regarding the Pioneer Contract, which will be the basis of the contractual relationship if the Applicants are selected. Such reservations and/or comments shall imperatively be compiled together and shall be submitted in a separated document attached to the Application, or send to [legal@decarbfasttrack.com](mailto:legal@decarbfasttrack.com) before the Application Closing. The absence of a document specifically dedicated to such reservations or comments shall be considered as an acceptance of the Pioneer Contract without restriction.

Applicant understand that these potential reservations and/or comments to Pioneer Contract may impact their scoring in the Application Process.

##### 4.3 PROVISIONAL DATES

The planned schedule for the Decarb Fast Track Program is as follows:



This schedule is for illustration purposes only and is in no way binding for Partners, who reserves the right to modify the schedule during the Decarb Fast Track Program. It is, however, the target schedule, and Partners expects Applicants to be able to respond in a timely manner. If an Applicant has been selected, it has to execute the Pioneer Contract before the Commencement Date. If the selected Applicant does not execute the Pioneer Contract on due time, Partners are fully entitled to cancel its selection and to select another Applicant without any further obligation towards the Applicant previously selected.

#### 4.4 CONTACTS

Each Applicant must nominate a sales and contract contact person and a technical contact person who will be Partners' contacts for the entire Application Process.

The Partners contact persons for this project are:

Julie Boyeldieu – Legal Team	legal@decarb-fast-track.com
Jérôme Briend – Sales Team	sales@decarb-fast-track.com
Luti Mambweni – Marketing Team	marketing@decarb-fast-track.com
Hélène Galy – Communication and Media Team	media@decarb-fast-track.com
Pierre-Maxence Barberi – Finance Team	finance@decarb-fast-track.com
Matthieu Vivier – Energy Expert Team	operations@decarb-fast-track.com

## 5. CALL FOR TENDER PROCESS

### 5.1 INFORMATION SHARING / QUESTIONS REGARDING THE APPLICATION PROCESS

Applicants are free to submit questions or comments to Partners. Applicants may submit their questions through the “contact” tool available on the Application Platform.

### 5.2 APPLICATION RESPONSES

Applicants shall respond to the screening questions. In any event, Applicants shall respond comprehensively to any mandatory field.

Applicants must submit their complete application using the Application platform before the deadline, which is **15/01/2023 at 23:30 PM** (Paris time): the date of proof of application deposit in the Application platform bearing witness.

After the deadline, Applicants shall no longer be able to submit applications or to modify an existing application in the Application platform and Partners will be entitled to reject any application that was not submitted within the deadline,

Applications submitted using the Application platform must:

- Not exceed 16MB
- Be in Word and/or PowerPoint and/or PDF format for all “text” parts

### 5.3 SELECTION PROCESS

A selection process has been set up by the Partners to select the best Applicants to become Pioneers.

The selection will be conducted by a committee composed of one representative from each Partner (“Selection Committee”), based on several criteria, such as, without being exhaustive: targeted industries, geographical criteria, weighted objective criteria, ...

Selection criteria may be added by the Partners, without any without any additional formalities.

Partners shall in no event be required to justify their choice of Applicants.

Each Applicant selected and validated by the Partners will be required to sign an agreement with METRON to join the Decarb Fast Track Program, on the basis of the Pioneer Contract, and will have to participate for a preferential amount of 10,000 euros (against a public price of 65,400 euros), thanks to the financial support of all the Partners.

In the event the Applicant's application is not selected or that Partners does not respond to the Application Process, the Applicant formally waives its right to take any recourse and/or claim any damages from Partners in respect of the present Application T&Cs.

## 6. EXPECTED ANSWERS

Applicants are expected to pay attention to the organization of the documents in their application. The submitted documents will be classified by subject.

All documents must be targeted and summarized. The mass submission of irrelevant and unstructured data shall be considered null and void. Application Platform accepts a maximum of 16 Mb per document.

The replies to the Application Form must be submitted by Applicants in English at least and in French if possible.

## 7. NON-DISCLOSURE COMMITMENTS

### 7.1 Treatment of Confidential Information

Each Party:

- acknowledges that the Confidential Information of the other Party is valuable to the other Party; and
- undertakes to keep the Confidential Information of the other Party secret and to protect and preserve the Confidential nature and secrecy of the Confidential Information of the other Party to at least the same standard that it protects its own Confidential Information.

### 7.2 Use of Confidential Information

The receiving Party may only use the Confidential Information of the disclosing Party for purposes related to Decarb Fast Track Program.

### 7.3 Disclosure of Confidential Information

A receiving Party may not disclose Confidential Information of the disclosing Party to any person except:

- with the prior written consent of the disclosing Party;
- to the Partners and their affiliated companies;
- to personnel of the receiving Party who require it for the purposes of the receiving Party performing its obligations or exercising its rights under the Contract;
- to the extent necessary to satisfy the requirements of any government agency, to comply with any law or court order, to comply with the listing rules of any stock exchange where the Party's securities are listed or quoted, or to obtain professional advice in relation to matters arising under or in connection with the Contract.



#### 7.4 Disclosure by Receiving Party

If a receiving Party discloses information under Article 7.1, then it must ensure that persons receiving Confidential Information from it are aware it is the other Party's Confidential Information and do not disclose the information except in the circumstances permitted in Article 7.3.

#### 7.5 Return of Confidential Information

- On the disclosing Party's request, the receiving Party must immediately deliver to the disclosing Party or destroy (at the disclosing Party's sole discretion) all documents or other materials containing or referring to the disclosing Party's Confidential Information which are in the receiving Party's possession, power or control; or in the possession, power or control of persons who have received Confidential Information from the receiving Party under Article 7.2,
- except to the extent that the Confidential Information is required for the receiving Party to perform its obligations under the Contract; or contained in the internal board papers of the receiving Party or required to be retained by the receiving Party under its backup or archiving policies or law or to comply with its obligations under the Contract.
- On completion of its obligations under Article 7.4 paragraph 1, the receiving Party must promptly certify in writing to the Disclosing Party that the Receiving Party has done so.

#### 7.5 Equitable Remedies

The Parties acknowledge that damages may not be a sufficient remedy for any breach of this Article and either Party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for breach or threatened breach by the other Party, in addition to any other remedies available at law or in equity.

## 8. APPLICABLE LAW AND JURISDICTION

Any dispute that may arise as a result of this Application Process shall be subject to French law and submitted before the Commercial Court of Paris.

## 9. LIABILITY

The Partners undertakes to do everything possible to ensure that the Application Platform is accessible 24/7. However, the Partners makes no commitment as to the availability and permanent accessibility of the Application Platform and does not guarantee that the Application Platform is free of errors.

It is also specified that the Internet network and computer and telecommunications systems are not free of errors and that interruptions and malfunctions are likely to occur. The Partners provides no guarantee in this regard and cannot be held liable for any damage resulting from the use of the Application Platform, the Internet network and

computer and telecommunications systems. The Partners, their managers or employees shall not be held liable for any damage whatsoever resulting from a connection to this Application Platform that the Applicant makes under his sole responsibility.

The Application Platform may contain links to websites managed by third parties (hereinafter the "Third Party Sites"). These Third Party Sites are independent of the Application Platform and the Partners do not edit or control the sources, the contents of these Third Party Sites or their links with other sites. The links to these Third Party Sites do not constitute in any way an approval, validation or adhesion of the Partners to the content of these Third Party Sites or an association of the Partners with the owners and/or authors, designers, animators, managers or hosts of these sites. These links are provided for information purposes only and the decision to consult these Third Party Sites is the full and entire responsibility of the Applicant.

The information provided on the Application Platform is for informational purposes. The Partners cannot guarantee the accuracy, completeness, precision, or exhaustiveness of the information made available and disseminated on the Application Platform. The Partners accepts no responsibility towards anyone for the information and documents made available on the Application Platform, which are for informational purposes only. The information and documents presented on the Application Platform are subject to change at any time and without notice. The Applicant acknowledges using the information and documents made available to him via the Application Platform under his exclusive responsibility. The Applicant undertakes to use the services of the Application Platform as well as all the information and documents to which he may have access via the Site only for personal reasons and for a purpose consistent with public order, morality and the rights of third parties.

The Applicant undertakes not to disrupt the use that other Applicants may make of the Application Process and shall not to interfere or interrupt the normal functioning of the Application Process.

## 10. DATA PRIVACY

As part of the use of the Application Platform, the Partners will process certain personal data concerning Applicants. This processing is carried out in compliance with the General Data Protection Regulation n°2016/679 and the Data Protection Policy accessible within the foot of the Application Platform.

## 11. PROPRIETARY RIGHTS

The Applicant shall respect any Partners' intellectual property rights, disclosed or available in the Application Platform.



Generally speaking, the Applicant shall refrain from any action which could infringe upon intellectual property right, especially those of Partner's investors, authors and their beneficiaries and any transcription, disclosure, decompilation, modification or merging or copies.