



## General Terms and Conditions

The present general terms and conditions are intended to regulate the contractual relationship set between MICHELIN and the Member as defined in Article 1. The Member acknowledges having read and accepted the present general terms and conditions.

### 1. DEFINITIONS

**Member:** designates all Corporate Members and Founding Corporate Members.

**Corporate Member:** designates a company paying a subscription fee to access Corporate Member benefits.

**Founding Corporate Member:** designates a company paying a subscription fee to access to special benefits reserved to Founding Corporate members.

**Movin'On LAB:** designates a Think and Do Tank aiming at promoting sustainable and innovative mobility vision and solutions by gathering decision-makers from public and private sides.

**Movin'On LAB Communities:** designates the Communities managed by MICHELIN, opened to professionals in the domain of mobility.

**Movin'On LAB Community platform:** designates the collaborative platform set up and managed by MICHELIN to support Movin'On LAB Communities' activities.

### 2. SERVICES PROVIDED BY MICHELIN

Services proposed by Michelin are the following:

<b>ANTICIPATE</b>	Company's right to use our strategic anticipation process methodology and toolbox   Access to our <u>Movin'On LAB</u> publications and newsletters   Participation to strategic anticipation Communities of Interest   Invitations to one or more study tour – Learning Expedition - at a preferential rate.
<b>CO-INNOVATE</b>	Participation to project-development Communities of Interest   Opportunities to launch new communities of interests   Opportunities to sponsor 5 startups in MovinOn LAB Ecosystem   Opportunities to co-innovate with new startups via the <u>Movin'On LAB</u>   Access to our network of mobility sector experts
<b>INFLUENCE</b>	Sit at the Corporate Advisory Board (steering committee of the <u>Movin'On LAB</u> )   Invitations to external VIP events and <u>Movin'On LAB</u> events   Visibility on <u>Movin'On LAB</u> communication supports   Participation to <u>Movin'On LAB</u> collaborative publications   Speaking opportunities in relevant events to share your organization's standpoint

### 3. LIABILITY

The Member takes full responsibility for all content or contributions that it provides to MICHELIN and related to the above services provided, and published on any relevant website or platform, by MICHELIN.

### 4. NO WARRANTY

**MICHELIN PROVIDES THE SERVICES LISTED ABOVE IN ARTICLE 2 "AS IS" WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. IN PARTICULAR, ANY AND ALL IMPLIED GUARANTEES RELATING TO RELIABILITY, ACCURACY OR EXHAUSTIVENESS ARE EXCLUDED. MICHELIN HAS OBTAINED OR WILL OBTAIN ALL REGULATORY APPROVALS, LICENSES, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES NECESSARY IN ORDER FOR MICHELIN TO CARRY OUT ITS OBLIGATIONS AND GRANT ALL RIGHTS GRANTED TO THE MEMBER.**

### 5. COPYRIGHT

All information, pictograms, pictures, images, texts, video files, animations, with or without soundtrack, and other documents related to the above provided services and published on any relevant website or platform are protected by intellectual property rights.

All the contents published by MICHELIN are the sole property of MICHELIN, except for the contents provided by the Member.

The Member commits not to reproduce, copy, print, publish, distribute or transmit for purposes other than its internal or private uses, excluding any commercial and/or promotional use, all contents published on one of the Movin'On LAB Communities. Any reproduction, representation, adaptation, translation and/or modification of such content is strictly prohibited and constitutes an infringement punished by articles L. 335-2 and those following it in the French Intellectual Property Code.

If the Member publishes a short quote on one of the Movin'On LAB Communities, the contribution of a third party, no authorization is required, unless it is required by the third party. Nonetheless, the Member must quote the origin or the source, and the name of the author of that contribution.

If the Member posts a copy of a third party's contribution, it must obtain the author's and/or editor's prior consent before doing so. Generally speaking for any publication of contents, the Member shall warrant that it holds the intellectual property rights over the published contents, or that it has obtained all required author's, ensuring MICHELIN will never be held liable with respect to that content. Should the Member fail to obtain these consents, it should limit itself to a short quote according to the provision above.

Unless decided otherwise, when the Member post the Member's content (comment, executive summary, etc.) for which it has all intellectual property rights, the Member grants its operating rights to all Members for the duration of the legal protection provided by intellectual property rights, worldwide, for any noncommercial use, on all media, paper and/or digital, through any means, with the condition that all Members quote the source and the name of the Member as the author of the contribution.

Operating rights cover the right to reproduce and represent all or parts of the content, on whatever medium, to translate it in any language and the right to make additions, cuts or modifications. Unless decided otherwise, whenever a contributor (including the Parties) posts content that is the result of collaborative work, this content is deemed to be a collective work whose intellectual property rights are shared in a joint possession by each of the contributors who participated to this collaborative work. This content can therefore be used by each contributor under the condition of a non-commercial use.

### 6. TRADEMARKS

As a result of the right transferred to the Member to use the Movin'On LAB logo in corporate communications, the Member agrees to refrain from attaching to said logo any trademark, name, logo or distinctive sign other than the Member's own trademark.

The Member's agrees to reproduce the Movin'On LAB logo, property of Michelin, in application of the graphic charter and attached hereto in application of the graphic chart provided by Michelin.

The right to use the Movin'On LAB name and logo and the Member's company name and logo granted herein are personal and not transferable. Michelin or the Member will not assign, sub-license, transfer or otherwise without Member's or MICHELIN's prior written consent.

The Member shall indemnify MICHELIN for all liability, costs and expenses including but not limited to, reasonable attorney fees, arising out of or in connection with claims relating to an attempted assignment, sub-license transfer, or other conveyance of the Member's rights and obligations.

This provision shall apply to MICHELIN in the same conditions as those stated in the previous paragraph.

### 7. CONFIDENTIALITY

MICHELIN and the Member agree not to make use of or disclose any content exchanged or published with regards to communities of interest. MICHELIN and the Member shall use its respective reasonable endeavors to prevent the publication or disclosure of such content.

### 8. TERMINATION OF MEMBERSHIP

In the event the Member decides to end its membership to the Movin'On LAB, MICHELIN and the Member agree to immediately cease using the other party's name and/or logo, in all ways and forms. The Member shall no longer access to services listed in article 2 of the present general terms and conditions.

### 9. APPLICABLE LAW – DISPUTE RESOLUTION

The present general terms and conditions are governed by French law. MICHELIN and the Member resolve to seek amicable resolution, through discussion and consultation, of any disputes arising between them. In the event that amicable resolution is not forthcoming, exclusive jurisdiction is given to appropriate courts of Paris (France).