

General Conditions of Use of Dealflow.ma

1. Introduction

- These general conditions govern the use of Dealflow.ma.
- By accessing the portal, you agree to these terms.

2. Registration and account

- To use certain services, you must register and create an account.
- You must provide accurate information and maintain the confidentiality of your credentials.

3. Services offered

- Dealflow.ma allows the submission of projects (sale, fundraising, acquisitions, target search) and the proposal of counterparties for deals.
- Users can use filters to refine their searches and submit requests via forms.

4. Confidentiality and processing of information

- Information submitted via forms is treated confidentially.
- Deals are published anonymously, without any indication of the identity of the client, the company, or the advisor, until the buyer or seller selection stage.

5. Contractualization

- Dealflow.ma formalizes relationships with users based on the missions requested, including the signing of advisory mandates.
- The necessary documentation is written by Dealflow.ma.

6. Publication of deals

- Acquisition and sale opportunities are submitted to the Hub for validation by the Dealflow.ma team. They must meet size, sector, and fundamental criteria.
- After validation, deals are published on the Hub, strictly adhering to confidentiality guidelines. The user declares that they have the customer's consent to publish the deal on the Hub.
- They are published anonymously, without any indication of the identity of the client, the company or the instigator, until the stage of selecting buyers or sellers.

7. Partner intervention

- Expert partners (lawyers, accountants, auditors, etc.) can intervene according to their area of expertise, upstream or downstream depending on the needs of the transaction.
- The selection of partner providers for a given project is based on the provider's credentials and the suitability of their area of expertise for the client's needs. When possible, the client will have the opportunity to compare at least three competitive quotes before selecting a provider. Invoicing for services will then be handled directly between the client and the selected provider.
- Dealflow actively encourages partners to identify counterparties to investment opportunities for the sale or acquisition of deals published on the portal.
- Dealflow.ma reserves the right to publish information relating to the conclusion of a deal on the portal and in its various communication media. Dealflow.ma may communicate to third parties, in any manner it deems appropriate, the nature of the services provided during the assignment, including the conclusion of the transaction.

8. Pricing and Payment

The Hub offers pricing for services and transactions concluded through Dealflow. A detailed pricing schedule will be available to members once they log in to their accounts. The terms and conditions are as follows:

- **Transaction:** A commission is due to Dealflow.ma by the parties involved in the transaction upon completion of any purchase or sale transaction. The terms and conditions are communicated to community members.
- **Services:** Partners will be entitled to compensation for the missions they initiate and which are carried out by the Dealflow team.
- **Payment terms:** Payment of transaction fees must be made within thirty (30) days from the invoice date, upon completion of the sale or acquisition transaction, to the bank account indicated by Dealflow. Unless otherwise indicated, fees are expressed excluding VAT.

Payments are non-refundable, even if the transaction is cancelled after signing the documents related to the conclusion of the transaction.

Responsibilities, Modifications and Applicable Law

1. Responsibility

- Dealflow.ma is not responsible for any direct or indirect damages arising from the use of the portal.
- Users are responsible for the accuracy of the information provided and for their actions on the portal. The portal user agrees to provide and maintain accurate, up-to-date, and complete information about themselves. Dealflow shall not be held liable under any circumstances for incorrect or incomplete information.

2. Intellectual property

All content, designs, and trademarks on the portal belong to Dealflow.ma and are protected by intellectual property law.

3. Proper use of the portal

Given the nature and purpose of the portal, the user must act in a professional capacity for the purposes of his professional activity.

The user agrees to use the hub in accordance with the GCU and in compliance with applicable laws and regulations.

4. Changes to the Terms

Dealflow.ma reserves the right to modify these terms and conditions at any time. Changes can be viewed on the portal under their latest updates.

5. Applicable law

- These terms are governed by the applicable law of the country where Dealflow.ma is registered.
- Any dispute relating to the use of the portal will be submitted to the competent jurisdiction of Casablanca, Morocco.

6. Contact

For any questions regarding these terms, please contact our customer service via our contact form available on our website.

Objective and Framework of the Partnership

Partnership

- Dealflow.ma has set itself the primary role of uniting the entire private equity ecosystem by inviting M&A transaction professionals around two main themes: deal origination and matchmaking.
- The portal is accessible exclusively to regulated professions. It brings together M&A professionals and boutiques on one side, and private equity investors and strategic acquirers on the other. All stakeholders are thus identified as Hub partners.
- The objective of the Hub best of:
 - Supplying the private equity market with a supply of qualified and eligible companies.
 - Respond to growing demand for available funds, including public initiatives and future fundraising.
 - Establish interprofessional collaboration via a hub with a pool of mergers and acquisitions experts.

Opportunities targeted by the portal:

- Capital/financing operations (minority or majority stakes, transfers, acquisitions, etc.) for SMEs/ETIs.
- Opportunities to buy or sell industrial, commercial or service companies.
- The portal does not consider the following as private equity:
 - Startups
 - Companies in difficulty or undergoing restructuring
 - Arms-related industries
 - Tobacco and alcohol related industries
 - Gaming-related industries
 - Controversial Industries
 - Non-durable industries
 - Illegal activities
 - High regulatory risk industries

Terms of Collaboration

Access to the portal:

- All stakeholders who have completed the registration form must go through a profile validation by the Dealflow team before accessing the portal and having a member area according to the assigned profile.
- The partner will have privileged access to the portal to view proposed deals and interact with other stakeholders.

Contribution of investment opportunities:

- The partner is invited to propose investment opportunities, including an anonymous teaser and information note.
- Submitted deals will be evaluated and prioritized according to an agreed process.

Commitment of the Parties

Sharing information:

Partners will share relevant information on evaluated deals, promoting transparency and collaboration.

Deal evaluation:

Partners will pre-qualify investment opportunities before submitting them to the portal.

Reporting and transparency:

Partners will provide a status report on deals, promoting transparency and monitoring of the process.

Communication and Visibility of the Partnership

The parties are authorized to communicate freely about their partnership, using each other's logos and trademarks; including on the portal; in compliance with the usage guidelines specific to each identity. Wording explicitly mentioning the partnership may also be used appropriately.

This freedom granted aims to optimize the promotion of the partnership and to mutually benefit the reputation and brand image of the parties.

Confidentiality

Confidentiality Clause

The Parties undertake to consider and treat as strictly confidential all information of any nature, verbal or written, received or obtained, regardless of the medium, concerning the project, and to keep it as such in the event of the preparation of the contract. The confidentiality undertaking applies to all discussions concerning the sale or acquisition matters, whether existing, ongoing or future. This includes, but is not limited to, information exchanged verbally or in writing, financial documents, commercial strategies, business plans, information on customers and suppliers, as well as any other sensitive information shared in the context of these discussions.

Stakeholders undertake to:

1. Consider and treat all information received or obtained as strictly confidential.
2. Not to disclose or allow to be disclosed to third parties, whether for payment or free of charge, in any form or medium whatsoever, the information exchanged without the prior written authorization of the other party.
3. Use this information only for the purpose of discussing or negotiating the sale or acquisition.
4. Take all necessary measures to protect the confidentiality of this information.

This confidentiality undertaking will remain in effect for a period of three years after the end of the discussions or negotiations.

Respect for commercial relations:

The Parties also agree not to solicit, directly or indirectly, the customers of the other Party with the aim of attracting them to competing offers or entering into similar transactions. They undertake to respect the commercial relationship established between each Party and its respective customers.

These general conditions of use ensure clear and secure use of Dealflow.ma, protecting the interests of users and maintaining the confidentiality of the information exchanged.