

Insurance

- ▶ Civil liability Service provider

SA MALT COMMUNITY  
42 RUE DE ROCHECHOUART  
75009 PARIS FR

Your general agent

STE GADROY BRETEAU GASPARD SARL  
4 RUE DE CLERMONT  
60200 COMPIEGNE  
Tel: 03 44 20 20 20  
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No. ORIAS: 07010386  
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Your references

Project no. 10375397604  
Client no. 1263109804

This contract is concluded between:

AXA France IARD Mutuelle represented by STE GADROY BRETEAU GASPARD SARL,  
and SA MALT COMMUNITY.

**Effective Date: 01/01/2019**

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Address of the policy holder:  
42 RUE DE ROCHECHOUART  
75009 PARIS FR

**AXA France IARD Mutuelle**

Mutual insurance company with fixed premiums against fire, accidents and various risks  
Company regulated by the French Insurance Code - Registered office: 313, Terrasses de l'Arche – 92727 Nanterre Cedex  
Siren 775 699 309 - EU VAT No. FR 39 775 699 309  
Insurance transactions exempt from VAT - Art. 261-C CGI \_ unless for guarantees carried by AXA Assitance France Assurances

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## Preamble

This Insurance Contract is concluded between AXA France and **SA MALT COMMUNITY** on behalf of the designated persons (hereinafter "the Insured Parties"), in accordance with Article L.112-1 of the French Insurance Code.

It is composed of these provisions and its appendices which are an integral part thereof.

It is governed by French law and especially the French Insurance Code.

Regarding the Insured Parties who agree with this Insurance Contract, the insurance guarantee consist of the Information Notice specified in appendix.

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## Definitions

### Insured Party

By way of derogation from the general conditions, the policy holder is not considered to be an insured party. Insured Party shall mean: THE INSURED PARTIES DESIGNATED BELOW ONLY WITHIN THE MISSIONS CARRIED OUT VIA THE PLATFORM "**MALT**" in France, in Spain and in Germany

**The Insured Party is the provider acting alone under one of the following status:**

- **Non-professional private individual of age,**
- **Artisan,**
- **Micro-entrepreneur,**
- **Self-employed workers, including those practicing as a company,**
- **Freelances,**
- **Sole proprietorship.**

When several persons have the status of **Insured Parties** and are legally distinct, they are considered as **third parties** to each other regarding the Physical, Material and Immaterial **damage**.

### Documents

Any file, piece, records, software on whatever medium - magnetic, film, paper.

### Civil Liability

Professional civil liability is the civil liability of the Insured Party regarding physical, material and immaterial damage caused to its clients or to any other third party, as a result of faults, errors, omissions or negligence of the Insured Party or the persons it is civilly responsible for during the performance of a service covered under the activities insured by this contract.

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## Insured activities

This contract insures the performance of the following activity(ies):

Occasional missions performed via the "MALT" marketplace platform, allowing freelances and companies to contact each other within the following areas:

- IT
- Consulting
- Communication
- Design

**REMINDER: THE PURPOSE OF THIS CONTRACT IS NOT TO INSURE THE PERSONAL CIVIL LIABILITY OF THE PROVIDERS OUTSIDE THE MISSIONS OFFERED BY THE PLATFORM.**

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## Extension of guarantee

### **Damage to consigned goods**

By way of derogation from Article 4.25 of the general terms, the financial consequences of the civil liability the Insured Party may incur due to material damage - as well as the resulting immaterial damage - caused to movable goods purpose of the service performed by the Insured Party are insured, whether or not consigned goods under the definition provided in the general terms as well as the goods consigned for its performance.

**WITHOUT PREJUDICE TO THE EXCLUSIONS OTHERWISE PROVIDED FOR, ARE THEREFORE EXCLUDED FROM THE GUARANTEE:**

- ⇒ **damage to the goods owned by the Insured Party under a paid contract of deposit or to those that he/she received to sale or lease;**
- ⇒ **damage to the goods leased or lent in return for payment to the Insured Party, or goods owned under a leasing contract or a sales-type lease;**
- ⇒ **damage caused during transport.** However, if the Insured Party is not a professional carrier, the guarantee will apply when the Insured Party carries out a transport activity by himself/herself besides the activities defined by the contract;
- ⇒ **damage caused to cash, valuable goods and items such as titles, jewellery, gems, natural pearls, items made of precious metals, hard stones, statues, paintings, collections, items from art market, furs;**
- ⇒ **mostly fragile items such as glassware, porcelain, terra cotta, plaster, statues, ceramics, earthenware, mirrors;**
- ⇒ **items in bad condition at the time of the damage;**
- ⇒ **the robbery, loss or complete or partial disappearance of the consigned goods.** However, remains insured the robbery of movable goods within the premises of the establishments purposes of the service agreement caused by:
  - employees of the Insured Party during or in the context of their duties,
  - third parties when the liability of the Insured Party is engaged due to the negligence of this Insured Party or to the negligence of his/her employees.

**as well as the resulting immaterial damage.**

This guarantee is granted for the amount indicated in the chart "Amount of guarantees and excesses" of these special conditions.

### **Non-consecutive immaterial damage**

Article 3.2 of the general terms is revoked and replaced as follows:

By way of derogation from Article 4.23 of the general terms, the immaterial damage non-consecutive to a physical or material damage or that result from a unsecured physical or material damage is insured.

**WITHOUT PREJUDICE TO EXCLUSIONS OTHERWISE PROVIDED FOR, ARE THEREFORE EXCLUDED FROM THE GUARANTEE:**

- **the financial consequences of the deficit or insufficiency of performance or productivity regarding technical specifications defined in the market when this insufficiency or deficit is**
  - either due to the lack of tests or attempts during the delivery of the product or that they were not found satisfactory,
  - either due to the insufficiency of the human and technical resources implemented by the Insured Party to fulfil his/her commitments,
  - either due to the impossibility to achieve the performance or the promised productivity because of the state of the technical and scientific knowledge gained during the signature of the market by the Insured Party
- **Consequences of the non-performance of the service or the non-delivery of the product**

However, by way of partial derogation from Article 4.29 of the general conditions, is insured the non-consecutive immaterial damage due to a delay in the provision of products or in the performance of **the service** when due to:

  - an accident
  - an error in the performance of the service.
- **Financial consequences resulting from:**
  - embezzlement, fraud, fraudulent creation of professional files,
  - prohibited transmission of confidential information covered by the amended Act no.78-17 of 06 January 1978 on "Information Technology, Data Files and Civil Liberties" operated by the Insured Party, his/her legal representatives, his/her managers or with their involvement.

This guarantee is granted in the provisions and limits of the contract for the amount indicated in the chart of guarantee of these special conditions.

### **Damage resulting from an infringement on intellectual property**

The guarantee of the contract is extended, by way of partial derogation excluding 4.18 (3) of the general conditions, to the financial consequences of civil liability that the Insured Party may incur when the damage resulting from an infringement on Industrial, literary or artistic Property is the consequence of an error, omission or negligence the Insured Party committed:

- on the one hand in the operations the Insured Party is required to perform for public or private organisations in charge of the information, the management and protection of the rights targeted by the French Intellectual Property Code in order to confirm they are rights benefiting from the freedom to operate,

- or on the other hand regarding the scope of the right to operate that was granted to him/her"

Provisions regarding the "Recourse" guarantee provided for in Article 5.2 of the general conditions shall not apply to this extension of guarantee.

The guarantee is granted for the amount indicated in the chart "Amount of guarantees and excesses" of these special conditions.

#### Amount of guarantees and excesses

**(When the same damage involves different guarantees at the same time, the maximum commitment of the insurer shall not exceed, for all damage, the higher amount provided for regarding these guarantees, as specified in Article 6.3 of the enclosed general conditions 460653)**

NATURE OF GUARANTEES	GUARANTEES LIMITS	EXCESSES per damage
<b>All consecutive physical, material and immaterial damage included</b> (other than the ones referred to in paragraph "other guarantees" below)	<b>9 000 000 €</b> per insurance year	<b>350€ on any damage other than physical</b>
<b>Of which:</b>		
<ul style="list-style-type: none"> <li>• <b>Physical damage</b></li> </ul>	<b>9 000 000 €</b> per insurance year	
<b>Consecutive material and immaterial damage included</b>	<b>1 200 000 €</b> per insurance year	
<b>Other guarantees:</b>		
<b>Gross negligence</b> (physical damage) (Article 2.1 of the general conditions)	<b>2 000 000 €</b> per insurance year of which <b>1 000 000 €</b> per damage	<b>380 €</b>
<b>Accidental environmental damage</b> (all damage included) (Article 3.1 of the general conditions)	<b>750 000 €</b> per insurance year	<b>350€ on any damage other than physical</b>
<b>Non-consecutive immaterial damage</b> (Article 3.2 of the general conditions) <b>including damage resulting from infringement on intellectual property</b>	<b>1 000 000€</b> per insurance year	
<b>Damage to consigned goods</b> (according to the special conditions extension) <b>including fees for reconstitution of consigned documents/media</b>	<b>250 000 €</b> per insurance year	
<ul style="list-style-type: none"> <li>• <b>Defence</b> (Art. 5 of the general conditions)</li> </ul>	Included in the involved guarantee	Depending on the excess of the involved guarantee
<b>Recourse</b> (Art. 5 of the general conditions)	<b>20 000 €</b> per damage	Intervention threshold: <b>380 €</b>
<b>Environmental liability</b>	<b>35 000 €</b> per insurance year	<b>1 500 €</b> per damage

**IN ADDITION TO EXCLUSIONS PROVIDED FOR IN THE GENERAL TERMS, ARE ALSO EXCLUDED:**

- All activities subject to compulsory insurance or subject to a regulated profession (except for the practice of accessory law when practised within the conditions specified under Article 54-1 of Act 71-1130 of 31/12/1971).
- All complaints regarding services performed directly or by sub-contracting in financial, political, pharmaceutical, medical, industrial or construction engineering, aeronautic, space, nuclear, armament sectors.
- All damage resulting from the following missions performed directly or via sub-contracting
  - creation/development/sales of IT security software. Mere reselling of brand software is guaranteed.
  - creation/development/sale of financial information software
  - creation/development/sale of games with financial gains software
  - creation of browsers (ex.: GOOGLE, BING...)
  - management outsourcing, outside usual maintenance operations
  - conception and development of applications or help in diagnosis and therapeutic care equipment such as, particularly, in situ or remote surgical robotic, radiology, radiotherapy
- All damage resulting from the Insured Party hosting of websites,
- All damage resulting from the client's non-approval of the content of information before they are shared on the Internet;
- All services of management outsourcing, outside usual maintenance operations;
- All damage resulting from the Internet service provider (ISP);
- All services of creation, development of music downloading and wallpapers software for the Internet,
- All outsourcing of data protection, under the EU regulation 2016/279 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR) and the texts emanating therefrom
- Financial consequences of the civil liability of providers when it is pursued outside the missions offered by the platform.
- Commitments between the Insured Party and the final client (including the nature and technical conditions of the mission, acceptance of the general conditions of use) when it was not established in writing.

## GEOGRAPHIC SCOPE

By way of derogation from Article 6.1 of the general conditions, the guarantee applies worldwide as a result of the activities declared within this contract.

However, the guarantee is no substitute for the one that it would be mandatory to purchase abroad to licensed insurers as required by local laws of the concerned country.

**Without prejudice to exclusions furthermore provided for, remain excluded from the guarantee:**

- **Damage resulting from activities performed by establishments and permanent installations located outside France, Andorra and Monaco, Spain and Germany.**

- **Damage resulting from services performed on the territories of the United States of America and Canada, or aimed at those countries.** However, the damage arising in the United States of America and Canada in the context of travels of the Insured Party or his/her employees for internships, commercial or study missions, simple participation in trade fairs, exhibitions, shows, conventions, seminars or colloquium for a period of less than three months remain guaranteed.

### **CONTRACTUAL COMMITMENTS**

The guarantee is only granted if the Insured Party establishes in writing his/her contractual commitments regarding his/her final clients, including the nature and technical conditions of the service. Those commitments require the Insured Parties to accept the general conditions of use. The Insured Party undertakes to give a copy to the insurer on its simple request.

### **APPLICATION OF THIS CONTRACT**

This contract applies as a complement or in the absence of guarantees purchased elsewhere by the Insured Party.

### **Application regarding freedom to provide services**

#### **Definitions**

As a complement to the definitions provided for in chapter "Definitions" of the General Conditions, the following terms are defined in the context of the international insurance program:

#### **Freedom to Provide Services (FPS):**

Operation by which an insurance company from a Member State of the European Economic Area covers or take, from its registered office or a branch located in a State party to the Agreement on the European Economic Area, a risk or a commitment located in another of those States designated as "State applying Freedom to Provide Services".

It is understood that this contract, both technically and administratively, especially regarding taxes on insurance contracts, shall be performed under the regulation governing FPS.

#### **Purpose of the guarantee**

Guarantees of the contract shall extend to its clauses and conditions solely for the subsidiaries designated below:

Malt Community SL  
La Maltería Impact Hub,  
**C/ Piamonte 23**  
**28004, Madrid**  
**SPAIN**

Malt Community SA  
c/o Beiten Burkhardt  
Lützowplatz 10  
D-10785 Berlin  
GERMANY

and for an application in Freedom to Provide Services (FPS) in the European Economic Area.  
The guarantee only applies:

- to consequences of the Civil Contractual Liability,
- to consequences of the Civil Tortious or Restitutionary Liability.

#### **Amount of the guarantee – excesses**

This guarantee is granted within the conditions and limits of the contract and for the amounts indicated in the chart of guarantees minus the excesses provided for in this contract.

#### **Special guarantees**

- Employer's civil liability

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#### **Purpose and application of the guarantee**

For employees who are not under the French Social Security system, remain guaranteed, regarding work accidents only, the consequences of the civil liability of the Insured Party acting as employer (employer's liability) in the event of a recourse:

- insurance or social security institutions or other related institutions;
- employees and their beneficiaries.

This extension will apply:

- **From euro 1**, in the countries insured in FPS under this contract where no local laws require the purchase of a separate insurance contract,

#### **Amount of the guarantee and excess**

The amount of the guarantee that applies is included in the one of the "gross negligence" guarantee for an amount of 1 000 000 € per damage and 2 000 000 € per insurance year provided for in the chart of guarantees and excesses amounts of these special conditions.

Excess:

The one provided for in the chart of guarantees and excesses amounts of these special conditions under the "gross negligence" guarantee.

- Civil liability in the event of fire (tenant's risk and recourses of neighbours and third parties)

By way of derogation from all contrary provisions of the Master policy, material and immaterial damage holding the foreign subsidiaries of the Insured Party liable are insured from Euro 1:

- Following a fire, an explosion, a water damage, that originated in an establishment permanently used outside France;
- as long as this risk is insured by the Civil Liability insurance in the concerned countries.

#### **Special provisions:**

Our contract is no substitute for the insurance that it would be mandatory to purchase abroad to licensed insurers as required by local laws of the concerned country.

**Compensation due pursuant to this guarantee may be paid in the country where this guarantee will be activated whenever authorised by local laws and in that case, using the currency of the country of the insured subsidiary.**

**If local laws do not allow this payment, compensation may be paid in Euros and in France to the policy holder of this contract as long as he/she hold proof of a mandate authorising him/her to receive the compensation due on behalf of the Insured Party to the guarantee.** Draft special conditions of the contract no. 10375397604 of 23 January 2019 Page 12 / 13 14 0

**Whenever a conversion is necessary, the exchange rate published by the ECB the day of the payment of the compensation will be applied to convertible currencies and the exchange rate of the Central Bank of the concerned country will be applied to non-convertible currencies.**

#### **Exclusions:**

It is stated that the exclusions provided for in this contract can be applied to foreign subsidiaries, given that when they are referring to French laws or regulations, **they are generally applicable to similar provisions that could exist in foreign law.**

**In addition to the exclusions otherwise provided for, are excluded from the contract:**

- The damage subject to a mandatory local insurance,
- **The damage of the nature of the ones referred to in Articles 1792 to 1792.6 and 2270 of the French Civil Code or in any similar foreign law,**
- Exclusion of damage of a nuclear nature abroad,
- **Damage referred to in the European Directive 2004/35/CE (environmental liability);**
- **damage caused by pollution or by any environmental harm,**
- damage involving land motor vehicles (Automotive Liability),
- Consequences:
  - **employer's civil liability regarding damage caused to employees that are not subjected to the French social security system (Employers' Liability, Managerial Civil Liability, Employees' Civil Liability) as long as this guarantee is subjected to a mandatory insurance.**
  - **compensation of work Accidents and occupational diseases (Workers Compensation - Occupational Disease)**
  - Repetitive Stress Injuries
  - Employer's Practice Liability,
  - Employee Benefit Plan

The term "Employer's Liability - employee's CL - managerial CL" are defined as the liability of the employer regarding his/her relationships with employees.

The term "Worker's Compensation" is defined as the liability of the employer regarding his/her relationships with employees and insurance compensating the medical expenses and wages lost by employees injured in a work accident. Draft special conditions of the contract no. 10375397604 of 23 January 2019 Page 13 / 13 14 0

The term "Occupational disease" is defined as the professional disease.  
The term "Repetitive stress injuries" is defined as lesions/wounds related to repetitive work.  
The term "Employer's Practice Liability" is defined as the liability of the employer on behalf of the social management of the company in case of non-compliance with regulations governing the protection of employees with regard to harassment and discrimination.  
The term "Employee Benefit Plan" is defined as insurance programs of the employees (pension plan, employee insurance plan, social services plan (service, disease, disability pension) set up and maintained by an employer and/or an employee organisation.

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## General conventions

### Contribution adjustment

Provisional contributions set at every main payment schedule will be equal to **100%** of the last definitive annual contribution known before the concerned payment schedule, in accordance with the provisions of the general conditions.

The definitive annual contribution will be calculated at the end of the insurance year at the rate of:

**0.054 %** applicable to the following basis: **TURNOVER EXCL. TAX\* ACHIEVED BY THE PROVIDERS VIA THE «MALT» PLATFORM, with a minimum of 650 € excl. tax premium per subsidiary insured under the FPS.**

**\*Turnover meaning the total of the global amounts invoiced by the Insured Party.**

When the provisional annual contribution exceeds the definitive annual contribution, the overpayment shall be reimbursed to a maximum of **40 %** of the provisional contribution without the definitive annual contribution being inferior to the irreducible minimum annual contribution set to **20 00** euros, fees and taxes excluded.

### Six-monthly Payments

The Insured Party may pay his/her contributions every six months, that is the **01/01** and **01/07** of each year, and it is stated that this option does not derogate from the general conditions and therefore any delay in the payment of one of the parts or early termination of the contract shall automatically result in the total contribution being immediately payable.

### Payment schedule

It is recalled that the main payment schedule of the contract is set at the **01/01** of each year

### Duration of the contract

The contract is concluded for the period from **01/01/2019** to the date of the main payment schedule. It is automatically renewed on a yearly basis in the cases and conditions provided for in the general conditions, with a prior notice of **2 MONTHS**.

Information Technology, Data Files and Civil Liberties

I acknowledge being informed in accordance with Article 32 of the amended Act of 6 January 1978:

\* of the mandatory nature of the answers to the questions asked hereinabove as well as the consequences that might result from an omission or false statement provided for in Articles L 113-8 (voidable contract) and L 113-9 (reduction of compensations) of the French Insurance Code.

\* That the recipients of the personal data concerning me may be, on the one hand, the employees of the insurer responsible for the processing and, on the other hand, his/her intermediaries, reinsurers, professional organisations and subcontractors, sent in France and in countries outside the European Union.

\* That the purpose of the processing is the purchase, management (including commercial management) and performance of the insurance contract but my data may also be used when necessary:

- To manage and perform other contracts purchased to the insurer or to other companies of the Group it belongs to

- In the context of processing implemented by the insurer for research and development in order to improve the quality or relevance of its future insurance products and service offerings

\* That, as an insurer, the insurer is entitled to process data related to offences, sentences and security measures either at the time of the purchase of the insurance contract, or during its performance or in the context of litigations in accordance with the single authorisation given by the CNIL on 23 January 2014.

\* That, as a financial organisation, the insurer is subject to the legal obligations principally issued from the French Monetary and Financial Code regarding anti-money laundering and anti-terrorist financing and, to that extent, it shall implement a processing for the supervision of contracts that may lead to the drafting of a suspicion statement or a freezing of funds in accordance with the single authorisation given by the Commission Nationale de l'Informatique et de Libertés (CNIL - Independent French administrative regulatory body) the 16 June 2011.

\* That my personal data may also be used in the context of a processing for the fight against insurance fraud that the CNIL authorised the insurer to implement in accordance with the single authorisation of the 17 July 2014; such processing may lead, where appropriate, to the inscription on a list of persons entailing a risk of fraud.

\* That I have a right of access and to rectification with AXA, Service Information Clients, 313 Terrasses de l'Arche 92727 Nanterre Cedex for any information concerning me.

Guarantees are taken by AXA to ensure a proper level of protection of personal data. I will find more details on the "personal data" section of the Axa.fr website regarding the purpose of these data availability, recipients' countries and security guarantees taken.

I can also obtain the postal communication of these details by contacting "Axa - Service Information Client - 313 Terrasses de l'Arche - 92727 Nanterre Cedex".