

MINA Terms of Service

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1. Your Use of Services and Agreement

When you visit this website and utilize the services on this website, you agree to be bound by these Terms of Service. These Terms of Service are a legally binding Agreement between You and Meridiam Infrastructure North America (“MINA”, “us”, or “we”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CONTINUING TO USE THIS SITE. If You do not want to be bound by these Terms of Service, then please exit this website.

This website and any material contained on it is not and should not be construed to be investment advice or a recommendation or an offer or solicitation to buy or sell securities and does not constitute an offer or solicitation in any jurisdiction where or to any persons to whom it would be unauthorized or unlawful to do so.

2. About

MINA is a registered Investment Advisor with the SEC (CRD # 161478/SEC#:801-74173) and is wholly owned by Meridiam SAS (France) (“Meridiam”). Any reference to MINA as a registered Investment Advisor or as being “registered” with the SEC does not imply a certain level or skill or training.

This Website is not a transactional website and its sole purpose is to provide general information about the activities of Meridiam globally, including providing information about the Meridiam brand.

3. Copyright

The Content on this website is for your own personal and non-commercial use. Meridiam reserves all of its intellectual property rights related to this website and all of the content posted on the site, except for any third-party content that may be referenced to or contained on this website. All trademarks, corporate names and logos used on this website have been registered.

We generally do not post the intellectual property of others on this website. We do, however, respect the intellectual property rights of others and if you have a complaint related to material posted on this site that you believe violates your intellectual property or those of another person, please email us at compliance_team_na@meridiam.com with detailed information concerning your claim, and we will review and address the same.

4. Copies, Reproductions and Scrapping

This website is for your personal use only. As a visitor and a user of this website, you are prohibited from selling, copying, publishing, distributing, transferring, modifying, displaying, reproducing and/or creating any derivative works from the pages, information, or any software contained on this website. You are also prohibited from any type of redelivery, linking to, or sharing of this website or use of “data scrapping,” “web scrapping” or any other similar technology to capture information from this website. The only exception to this prohibition is in the limited instances where Meridiam has included a “share” icon next to content on this website which allows users to share the same on certain social media sites. Thus, content on this website that has a “share” icon next to it means that Meridiam has consented to the limited social media sharing of that content via the social media sites that such icon facilitates.

Meridiam does consent under any circumstances to any scrapping of this website and/or its contents, whether by automated or manual means, and considers such action to be a violation of these terms of service.



Any full or partial reproduction of this website and/or its contents is prohibited, unless it is via the “share” icon described above or Meridiam consents to the same in writing. You must obtain our prior written permission to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

5. Third-Party Websites, Social Media and Hyperlinks

This website may contain hyperlinks to other content, social media applications and/or other third-party websites. These websites are not controlled by Meridiam, and we do not endorse, edit, or contribute to the content on such websites. Any such links are provided for informational purposes only and Meridiam does not assume any responsibility or liability for such content or websites. The existence of such links should not be construed as an endorsement, approval or verification by Meridiam of any content available on linked sites. By providing access to other sites, Meridiam is not recommending the purchase or sale of products or services provided by the sponsoring organization of any linked sites. Meridiam does not review, monitor or supervise the content of any linked sites. Further, Meridiam does not provide hyperlinks to material that we know or have reason to know contains materially false or misleading information. Please contact us at compliance_team_na@meridiam.com if you have information that a hyperlink on this website brings users to materially false or misleading material or information.

If you choose to click on the link and visit a third-party website or social media site, then you are assuming the risks of doing so. Meridiam is not liable for the content of such websites, or for any issues you may experience during or after visiting the same.

In addition to the above, you agree not to link any of your websites or any third-party website to this site without Meridiam’s prior written consent. Meridiam reserves the right, at any time, for any reason not prohibited by law, to deny permission to anyone to link a website from or to this site.

6. Testimonials and Endorsements

Meridiam does not post or maintain any testimonials and endorsements on this Website. Further, MINA does not pay for any testimonials. If you have seen others endorsing MINA and its investment products, or providing a testimonial about their experiences as an investor or working with us, please note that these are that person’s own statements, they are not endorsed, solicited, or paid for by MINA. MINA assumes no liability or responsibility for the same.

Additionally, MINA does use certain placement agents whose activities may now be considered to be an endorsement under Rule 206(4)-1 under the Advisers Act. All such placement agent actions and agreements are in compliance with Rule 206(4)-1(b) under the Advisers Act.

7. Regulatory Disclosures

You can review our Regulatory Disclosures and related filings, including our form ADV, [here](#)

8. No Warranty

The Contents of this Website are published in good faith and its sole purpose is to provide general information about the activities of Meridiam globally, including providing information about the Meridiam brand. This Website is not a transactional website.

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9. Limitation of Liability

MERIDIAM AND MINA AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, DAMAGES FROM FALSE OR MISLEADING INFORMATION, OR DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THIS WEBSITE), EVEN IF MERIDIAM OR MINA HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

10. Investment Risk Disclaimer

DOCUMENTS ACCESSED THROUGH THIS SITE DO NOT REPRESENT AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SHARES OF ANY FUND MANAGED BY MINA OR ANY OF ITS AFFILIATES.

AN OFFERING OF INTERESTS IN A MINA OR A MERIDIAM-MANAGED FUND WILL BE MADE ONLY BY MEANS OF A CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM AND ONLY TO QUALIFIED INVESTORS IN JURISDICTIONS WHERE PERMITTED BY LAW.

11. Past Performance is No Guarantee of Future Results

An investment with MINA or in a Meridiam-managed fund (a “Fund”) is speculative and involves a high degree of risk.

Investments with a Fund are not bank deposits and are not insured or guaranteed by MINA, Meridiam, the Federal Deposit Insurance Corporati



on or any other government agency. A Fund will have substantial limitations on investors' ability to redeem or transfer their interests, and no secondary market for a Fund's interests exists or will develop.

All of these risks, and other important risks, are described in detail in the applicable Fund's Confidential Private Placement Memorandum. Prospective investors are strongly urged to review such Confidential Private Placement Memorandum carefully and consult with their own financial, legal, and tax advisors, before investing.

12. No Reliance on Forward Looking Statements

Some documents made available on this website may contain certain forward looking statements and projections. Such statements and projections are subject to a number of assumptions, risks and uncertainties which may cause actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by these forward-looking statements and projections. Prospective investors are cautioned not to invest based on these forward-looking statements and projections. Always consult your financial, legal, tax, and other professionals before investing.

13. Data Security

We take data security seriously and do our best to protect any data that we may collect from you via this website, including any personal information. We utilize commercially available data security safeguards, such as a firewall and multi-factor authentication, to secure access to our systems and the data stored in them. For more information on our data collection and privacy practices, please review our privacy policy ([LINK TO US PRIVACY POLICY](#)).

If you are one of our investors, in addition to securing your data, including your personal and financial information with commercially available data security tools and procedures, we also provide you with an account on our Investors Platform, where you use a unique username and create your own password. We rely on you to do your part to keep access to the Investor Platform secure as well, by asking that you create and use a complex password and that you do not share this password with anyone; that you enable multi-factor authentication to provide an extra layer of security should your password become compromised; and also that you refrain from accessing the Investor Platform on public unsecured WiFi networks. For more information, please see our best practices guide for users of our Investors Platform: <https://icx.efrontcloud.com/meridiam>.

Please note however that there is no way to completely eliminate the risk of a data security incident. If we do suffer one that affects any of your personal information, we will report the same to you as per applicable data breach notification laws.

14. Choice of Law

For any claim, cause of action, or dispute that you have against us that arises out of or relates to these Terms of Service, or any of our other policies, such as our Privacy Policy ("Your Claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Southern District of New York or if you are a resident of New York State, in New York State Supreme Court, New York County.

You also agree to submit to the personal jurisdiction of either of these courts, for the purpose of litigating Your Claim, and that the laws of the State of New York will govern these Terms and any Claim, without regard to conflict of law provisions.



15. Severability

If any portion of these Terms of Service are found to be unenforceable, the remaining portion will remain in full force and effect.

16. Transfer Rights

You cannot transfer any of your rights or obligations under these Terms of Service to anyone else without our written consent.

All of our rights and obligations under these Terms of Service are freely assignable by us in connection with a merger, acquisition, or sale of assets, either by operation of law or otherwise.

17. No Third-Party Beneficiaries

These Terms of Service are not meant to create and do not create or confer any third-party beneficiary rights.

18. Changes to these Terms of Service

Meridiam reserves the right, at our discretion, to change, modify, add or remove portions of these Terms of Service at any time. Therefore, we suggest that you review these terms of service each time you visit our site to check for any changes. The date that these terms were last updated will be contained at the bottom of these Terms of Service.

Each time you visit this site, you are agreeing to be bound by these terms of service, including any changes that had been made since the last time you may have reviewed them.

These terms of service may only be changed by posting new terms to this site or specifically in a written agreement agreed to and signed by a representative of Meridiam who has the authority to bind the company.

19. Termination of Access

Meridiam may terminate your access to this website at any time and for any or no reason within our discretion, without any prior notice.

20. Entire Agreement

These Terms of Service represent the entire agreement between You and Meridiam with regards to your visiting and use of this website.

