

STARTUP SUPPORT AGREEMENT

This Startup Support Agreement, hereinafter referred to as the “Agreement” is entered into by and between:

EIT Digital Accelerator IVZW, an international non-profit association under Belgian law, having its registered office at Guimardstraat 7, 1040 Brussels, Belgium, herein represented by Federico Menna, Chief Operations Officer and legal representative (hereinafter referred to as “EIT Digital Accelerator” or “Accelerator”);

AND

EIT Digital Education Foundation, a private foundation under Belgian law, having its registered office at Guimardstraat 7, 1040 Brussels, Belgium, herein represented by Federico Menna, Chief Operations Officer and legal representative (hereinafter referred to as “EIT Digital Education Foundation”);

AND

_____ (legal name), a corporation under the laws of _____, registered with the Trade Register under no. _____ having its registered office at _____, herein represented by its authorized representative Mr/Mrs _____, hereinafter referred to as “the STARTUP”.

Hereinafter referred to separately as "Party" and jointly as “Parties”,

PREAMBLE

EIT Digital Accelerator’s mission is to accelerate the growth of deep tech digital startups and build successful pan-European companies. EIT Digital Accelerator is open to startups who seek to grow internationally, launch innovative products and solutions and commercialise technologies in selected thematic areas supported by its parent company, EIT Digital IVZW.

EIT Digital Education Foundation’s mission is the enhancement and development of digital and entrepreneurial skills and competences to better exploit the potential of digital transformation through the provision of high-quality educational trainings and the creation of an ecosystem of world class entrepreneurial digital education providers.

The STARTUP has expressed an interest to become a member of the Startup community (as defined herein below) of EIT Digital Accelerator and agrees to join the **Speed Master by EIT Digital** and is willing for that purpose to enter into this Agreement.

WHEREAS

WHEREAS, EIT Digital Accelerator offers an Executive Master's Program (the "Program") covering topics including but not limited to Management, Strategy, Business development and Access to Finance which the STARTUP wishes to pursue; and

WHEREAS, EIT Digital Education Foundation wants to participate and provide training services under the scope of the Program in collaboration and under the responsibility of EIT Digital Accelerator; and

WHEREAS, the STARTUP has fulfilled the admission requirements set forth by EIT Digital Accelerator and has been accepted into the Program; and

WHEREAS, EIT Digital Accelerator, EIT Digital Education Foundation and the STARTUP desire to establish the terms and conditions governing the STARTUP's participation into the Program;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, EIT Digital Accelerator, EIT Digital Education Foundation and the STARTUP (collectively referred to as the "Parties") agree as follows:

THE PARTIES HAVE THEREFORE AGREED ON THE FOLLOWING:

1. DEFINITIONS:

"STARTUP COMMUNITY" means the community of startups that have in any way been supported by EIT Digital or EIT Digital Accelerator.

"START UP" means companies that are eligible to be supported by the Accelerator by entering into a Startup support agreement with EIT Digital Accelerator.

"SPEED MASTER" means a 4-month online programme for entrepreneurs who want to level up their startup that is developed and delivered in most part by EIT Digital's expert team of business advisors.

"ACCESS TO MARKET" means the support of being introduced to prospects of a specific market or industry when a relevant opportunity arises.

"ACCESS TO ECOSYSTEM" means the support of being introduced to partners of the EIT Digital ecosystem active in a specific market or industry upon request of the startup.

2. EIT DIGITAL ACCELERATOR'S OBLIGATIONS

2.1 EIT Digital Accelerator shall provide the STARTUP with instructions and materials in order to complete the Program. The details of the Program, including its duration, coursework, and any additional requirements, will be listed on the following site:

<https://www.eitdigital.eu/speedmaster/>

The above list of materials may be updated from time to time at the sole request of EIT Digital Accelerator, and communicated with due notice to the STARTUP.

2.2 EIT Digital Accelerator shall deliver the Program in accordance with the terms established in clause 4 hereunder.

- 2.3 EIT Digital Accelerator shall provide support services to the START UP as described in clause 5 hereunder.
- 2.4 EIT Digital Accelerator shall be responsible for the coordination and management of the Program, including but not limited to, the financial and payment coordination and invoicing with regards to EIT Digital Education Foundation and/or the START UP.

3. EIT EDUCATION FOUNDATION'S OBLIGATIONS

3.1 EIT Digital Education Foundation shall provide the STARTUP with training services in the field of Strategy, Management, Business Development, Access to finance, following the direction and instructions of EIT Digital Accelerator.

4. PROGRAM DELIVERY

The Program delivery details shall be the following:

- I) The Program will last up to 6 months;
- II) The Program will provide maximum 1 lesson per week;
- III) Each lesson will last up to 2 hours for a total of up to 48 hours of executive training.

The details of the Program delivery, including its duration, and any additional modification, will be published on the following site:

<https://www.eitdigital.eu/speedmaster/>

This schedule may be updated from time to time at the sole request of EIT Digital Accelerator and communicated in due time to the STARTUP.

5. SUPPORT TO STARTUP(s):

EIT Digital Accelerator will support the STARTUP during its lifetime by:

- i). Allowing its access to the EIT Digital ecosystem of partners (Access to ecosystem) and connecting it to the European and international market through introductions when relevant (Access to market);
- ii). Sharing opportunities arising from the EIT Digital ecosystem.

6. STARTUP OBLIGATIONS:

6.1 The STARTUP agrees to fulfil all the academic requirements of the Program, attend classes, complete assignments, participate in discussions, and adhere to the EIT Digital Accelerator policies and guidelines.

6.2. The STARTUP shall fulfil the payment of the agreed fees and within the given payment terms and schedule as defined hereunder.

6.3 The STARTUP agrees to complete before and after the Program a questionnaire assessing the level of training received by each team member.

6.4 The STARTUP shall visit regularly EIT Digital Accelerator's website and given information sites to ensure updates and notifications are being received and acknowledged.

7. PAYMENT TERMS:

7.1 The STARTUP shall be responsible for paying the tuition fees set forth below for each team member selected to join the Program. Tuition fees shall amount to:

- i) 890 EUR for the first team member, and
- ii) 800 EUR for every other team member.

7.2 For the first edition of the course running as of July 25, 2023, the tuition fees for each team member shall amount to:

- i) 490 EUR for the first team member, and
- ii) 400 EUR for every other team member.

7.3 The payment must be effectively received in EIT Digital Accelerator's bank account before the start date of the program.

7.4 EIT Digital Accelerator shall, at its sole discretion, grant price reductions over tuition fees and/or offer free tuition as EIT Digital Accelerator may consider appropriate.

7.5 Refunds may be eligible up until two weeks from the start date of the program only and if:

- The CEO, legal or authorized representative of the startup sends a written refund request to: speedmaster@eitdigital.eu before 11:59 pm CET of the 15th day prior to the Program's start date.
- The refund request states the objective reason(s) for the refund to EIT Digital Accelerator's satisfaction.

In the event the refund is accepted by EIT Digital Accelerator, only 80% of the paid amount will be refunded to the STARTUP.

7.6 Admissions cannot be guaranteed before the payment is effectively received in the bank account provided by EIT Digital Accelerator.

8. PERSONAL DATA AND CONSENT:

The START UP hereby explicitly and unambiguously consents to the collection, use and transfer in electronic or other form, of the STARTUP Team member's personal data as described in this Agreement and any other materials by and

among the Parties, its Subsidiaries or Affiliates, for the exclusive purpose of implementing, administering and managing the STARTUP's participation in the Program.

9. INTELLECTUAL PROPERTY:

Any intellectual property rights arising from work created by the STARTUP during the Program shall remain and belong to the STARTUP.

10. CONFIDENTIALITY:

The STARTUP agrees to maintain the confidentiality of any proprietary or confidential information disclosed or learned during the Program, including but not limited to trade secrets, research findings, and other sensitive information, which other startups or the Parties' experts may share during the Program. The STARTUP shall not disclose or use such information for any purpose other than for the completion of the Program.

11. LIMITATION OF LIABILITIES

To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall any of the Parties be liable to the other Parties for any special indirect, punitive, incidental or consequential damages resulting from or arising out of or relating to this Agreement, even if a Party has been informed of the possibility of those damages.

The START UP will indemnify, defend and hold harmless EIT Digital Accelerator and EIT Digital Education Foundation its employees, agents, and the KIC Partners from any losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or relating to the services and/or deliveries, or any person or deliverable furnished by START UP except to the extent directly caused by the negligence or wilful misconduct of EIT Digital Accelerator or EIT Digital Education Foundation; (2) assertions under workers' compensation or similar social insurance claims made by persons furnished by the START UP; or (3) START UP's breach of any obligations under the following clauses: Intellectual Property Rights, Data Protection, Confidentiality and compliance with law.

12. TERMINATION:

Either party may terminate this Agreement in the event of a material breach by the other party, subject to any applicable policies and procedures specified hereunder. Termination shall not relieve STARTUP of any financial obligations incurred up to the date of termination.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of Belgium. Both Parties agree to first endeavour to settle amicably any dispute arising from the execution or interpretation of this agreement, by involving their appropriate management functions. Any disagreement or dispute which may arise in connection with this agreement and which the Parties are unable to settle amicably will be brought before the courts of Brussels, Belgium.

14. DATA PROTECTION:

In this clause, "Data Protection Legislation" means (i) before 25 May 2018, the EU Data Protection Directive 95/46 and all national implementing laws (including the UK Data Protection Act 1998); and (ii) on or after 25 May 2018, the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject", "controller", "processor" and "process" (and its derivatives) shall have the

meanings given to them in the Data Protection Legislation. Personal Data shall be processed as reasonably required to provide the Services, meet all legal or regulatory obligations or for other reasonable business purposes (including quality control and administration) and Personal Data may be disclosed to any third parties including Subcontractors, regulators and any party based in any jurisdiction including a jurisdiction outside the European Economic Area provided that such disclosure is reasonably required in connection with such purposes and is at all times in compliance with applicable Data Protection Legislation. Appropriate technical and organisational measures shall be implemented to maintain the security of the Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to the Personal Data.

By signing this Agreement, you have read and understood the terms and conditions of this Agreement including those mentioned by reference. Parties agree to waive the obligations resulting from article 1325 of the Belgian civil code, and agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

Thus, agreed and signed per E-Signing:

SIGNATURES

EIT Digital Accelerator

Federico Menna

CEO and authorized signatory

Signature: _____

Date: _____

STARTUP name: _____

First /Last Name: _____

Title: _____

Signature: _____

Date: _____

EIT Digital Education Foundation

Federico Menna

CEO and authorized signatory

Signature: _____

Date: _____