

Terms & Conditions

Last updated: 26 May 2020

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before:

- Applying for Point.IoT (the "Programme") as a mentee through the Programme's Open Call (the "Open Call") via the secure survey platform provided by Creative Force Ltd (the "Application Platform" or "Platform");
- Applying for the Programme as a mentor through the Programme's Call for Mentors (the "Call for Mentors") via the Point.IoT website;
- Accessing the Application Platform as a jury member of the Open Call;
- Participating in the Programme as mentee or mentor.

The Programme, including its components such as the Open Call and Call For Mentors, is implemented by SpaceTec Partners GmbH and Verhaert New Products & Services NV ("us", "we", "our", or the "Organisers"), funded by the European GNSS Agency Horizon 2020 Grant Agreement 870283. The organisation of the Programme is supported by the Programme's Partners: Cesah Centrum für Satellitennavigation, Orange Business Services, Europe Unlimited (Tech Tour), Design & Data, Load Interactive ("Partners" or the "Partners").

Your application for, access to, participation or involvement in the Programme is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who access or use the Platforms, and to all applicants and participants, mentors and jury members of the Programme. You confirm that you are at least 18 years old, and you are legally capable of entering into binding contracts. If you are under 18 years old, you confirm that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By applying for, accessing or participating in the Programme, or by accepting the invitation to be part of the Programme's Open Call jury, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Programme, nor become part of the Open Call jury.

1 General clauses

1.1 Objectives

The Programme is organised in 2020 and 2021 with the objectives to:

- Create EGNSS and IoT projects that are technically feasible and commercially viable business opportunities
- Support and enable teams with business development tools
- Facilitate access to finance and investment
- Foster outcome-driven partnerships (start-ups, entrepreneurs, SMEs, corporates...)

The Programme consists of three components, namely:

- **Point.Cheetah:** Supporting 10 GNSS/IoT innovations each year (see 2.2 selection of participants), with a technical and business sprint, coached by business experts and mentors, and networking with potential clients or investors. The programme component starts with a bootcamp, and each supported mentee will receive up to 80 hours of support and mentoring during the following sprint. After three months, the sprint should result in a working prototype or mock-up. As final presentation, each mentee will present its demonstration together with a business pitch to the jury at the demodays. The three best teams will be selected for an investor event under the Point.Kangaroo component. A 20,000 EUR award is granted to the best Point.IoT team at the demoday.

- **Point.Kangaroo:** A series of business innovation tools for the Point.IoT teams and any other entities from the GNSS/IoT community, including but not limited to a business Point.MOOC, a technical Point.MOOC, an entrepreneur business design playbook and a Point.IoT Investor Track (with investor pitch event). Participation to the Investor Track is limited to up to five GNSS/IoT projects each year from the Point.Cheetah track or other initiatives as selected and approved by a jury.
- **Point.Eagle:** The establishment of strategic partnerships with corporates and other IoT communities to develop new and existing market opportunities and to foster cooperation between Point.IoT teams and industrial stakeholders.

1.2 Contracting party

The contracting party in these Terms is SpaceTec Partners GmbH, with its registered address at Rumfordstr. 10, 80469 Munich, Germany and Verhaert New Products & Services NV, with its registered address at Hogenakkerhoekstraat 21, 9150 Kruikebeke, Belgium.

1.3 Mentees

The Mentees (“Mentees”) are companies (e.g. start-ups, SMEs or university spinoffs) or teams of at least two natural persons with complementary skillsets who have been selected to participate in the Programme. Each participating Mentee is represented by a “Team Leader”, who is the formal and sole contact point with the Organisers. Changes to the team composition of a Mentee under no circumstances allow for split teams, additional teams or any extra rights for participation, as the Team Leader remains the single formal interlocutor and representative of the participating Mentee. The Team Leader has the right to appoint another Team Leader on formal request to the Organisers.

Mentees who are applying or are invited for participation to the Programme – but who have not (yet) been selected – are referred to as “Mentee Applicants”. Each Applicant is represented by an Applicant Team Leader, who is the sole and formal contact point with the Organisers.

1.4 Mentors

The Mentors (“Mentors”) are the individuals who have been selected to provide mentoring to the Mentees during the Programme, from the Kick-Off Bootcamp until the Demo Day. Mentors are natural persons but can be represented by a legal entity for invoicing purposes.

Mentors who are applying for participation to the Programme – but who have not (yet) been selected – are referred to as “Mentor Applicants”.

1.5 Jury

The jury (“Jury”, “Jury Members”) are the pool of individuals who support the Organisers to select a pool of Mentees for participation in the Programme via the Open Call. In addition to this, the Jury will support the organisers to select up to five Mentees at the demodays who can participate to an Investor Events. At the demodays, the Jury will select one winning Mentee who may win the 20,000 EUR cash prize.

1.6 Content

Our Platform allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for the Content that you post to the Platform, including its legality, reliability, and appropriateness.

By posting Content to the Platform, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platform. You retain any and all of your rights to any Content you submit, post or display on or through the Platform and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platform, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Platform

does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; (iii) the Content will not be unsolicited, undisclosed or unauthorised advertising; (iv) the Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v): the Content does not bring us or the Platform into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request.

We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platform. We reserve the right to modify or remove any Content at any time.

1.7 Accounts

When you create accounts on our Platform, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platform and your participation to the Programme.

You are responsible for safeguarding the password that you use to access the Platform and for any activities or actions under your password, whether your password is with our Platform or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

1.8 Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platform infringes the copyright or other intellectual property of any person (“Infringement”).

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platform, you must submit your notice in writing to the attention of “Copyright Infringement” to hello@point-iot.eu with in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address; and
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any content is infringing your copyright.

1.9 Intellectual property

The Programme, the Platform and their original content (excluding Content provided by Mentees, Mentors, Mentee Applicants, Mentor Applicants), features and functionality are and will remain the exclusive property of the Organisers. The Programme and the Platforms are protected by copyright, trademark, and other laws of Belgium. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Programme and the Platform only as authorised by us. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.

You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platform, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platform to create, display, use, play and download Content subject to these terms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platform are those of the respective authors or distributors and not of us.

Any images taken by the organisers during programme and/or during any activities and events of the programme are and remain the property of the Organisers. You may not print, copy, reuse or distribute these images without the permission of the Organisers.

1.10 Links to other sites

Our Programme and Platform may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

1.11 Indemnification

As a condition of your participation to our Programme, and/or access to and use of our Platform, you agree to indemnify us, our Partners and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Programme and access to and use of the Platform, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

1.12 Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Programme and/or using the Platform, as well as copying, distributing or downloading Content from the Programme and Platform.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Programme on the Platform, or through your participation in the Programme, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as

manufacturers and wholesalers, and users of the Platform. It is your sole responsibility to ensure the accuracy of the data inputted on the Platform.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platform and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platform. You must not assign or otherwise dispose of your account to any other person.

1.13 Disclaimer

Your participation to the Programme or your use of the Platform is at your sole risk. The Programme and its Platform are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Programme and its Platform are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Programme or Platform will function uninterrupted, secure or available at any particular time or location; or b) the results of participating in the Programme or using the Platform will meet your requirements. The Organisers also do not warrant that a) any errors or defects in the Platform will be corrected; b) the Platform is free of viruses or other harmful components.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platform, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platform for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platform or that the operation of the Platform will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platform.

1.14 Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

1.15 Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Programme and supersede and replace any prior agreements we might have between us regarding the Programme.

1.16 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Programme. Your continued use of the Platform or participation in the Programme will be deemed as your acceptance thereof.

2 Participation as a Mentee

2.1 Right of participation

Only legal persons or teams of natural persons with team members of legal adult age are allowed to participate in the Programme as a Mentee. Participation in the Programme is accepted on the condition of a Mentee Applicant's selection through one of the methods as indicated in: 2.2 Selection of participants, and on the condition of the Mentee Applicant's compliance with the eligibility criteria to participate, namely:

- The Mentee Applicant's proposal for a business idea must use both IoT and EGNSS (Galileo/EGNOS) technology or subsystems in their proposal; and
- The Mentee Applicant is a legal person, or a team of at least two natural persons with complementary skillsets; and
- The Mentee Applicant's legal person is registered in an EU Member State¹ for the whole duration of the Programme, or each team member of the Mentee Applicant's team of natural persons resides in an EU Member State¹; and
- Mentee Applicants who participated to a prior edition of the Programme cannot apply for the current edition with the same idea, and
- The Mentee Applicant declares having implemented the required measures for proper protection of personal data.

2.2 Selection of participants

Point.Cheetah

Participation to the Point.Cheetah component of the Programme is granted at the discretion of Organisers, based on the procedures and processes that were established by Organisers, and in compliance with the Right of Participation (see Section 2.1). The decisions on the selection of participants made by the Organisers shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentee Applicants in the Programme. Mentee Applicants shall have no right to justification for the decisions made by the Organisers or the jury members of any selection procedure. For the **Point.Cheetah** component of the Programme, participation can be granted by the Organisers to 10 Mentees each year who have been selected through the Programme's Open Call. This selection is done based on a benchmarked selection procedure.

The procedure welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

Point.Kangaroo

Participation to the Point.Kangaroo component of the Programme is granted at the discretion of Organisers, based on the procedures and processes that were established by Organisers, and in compliance with the Right of Participation (see Section 2.1). The decisions on the selection of participants made by the Organisers shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentee Applicants in the Programme. Mentee Applicants shall have no right to justification for the decisions made by the Organisers or the jury members of any selection procedure.

For the Point.Kangaroo component of the Programme, all mentees who have been selected for the Point.Cheetah component of the Programme have access to the technical and business Point.MOOCs and to the business design playbook.

¹ In accordance with Articles 137 and 138 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, applicable Union law continues to apply to the UK in respect of the implementation of the Union programmes and activities committed under the 2014-2020 MFF until their closure. Therefore, UK applicants are considered to be EU applicants for the purposes of this call.

The **Point.ioT Investor Track** and the investor pitch event are limited to up to five mentees each year. These mentees are selected from the Point.Cheetah component and/or from any other initiative. The up to five mentees are selected and approved by the Organiser through a jury selection process, and will receive dedicated investor readiness mentoring.

The procedure welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

2.3 Open Call

2.3.1 Objective of the Open Call

The Open Call is a competition for Mentee Applicants to participate in the Programme's Point.Cheetah component. The Open Call will open an entry period for applicants between 1 March 2020 and 28 June 2020. An evaluation period will follow in which applications will be evaluated by the Jury Members. Mentee Applicants selected for the Programme will be notified in July 2020.

2.3.2 Submission period and procedure

The Open Call will open an entry period for applicants (the "Open Call for Applicants") between 1 March 2020 and 28 June 2020. Interested Open Call Applicants must apply during this time and follow the procedure below.

The Open Call is organised and executed exclusively in English via the Application Platform. To begin participation in the Open Call, the creation of a user account is required by the Open Call Applicant. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as an Open Call Applicant.

The application to be submitted for the Open Call (the "Open Call Application") consists of 3 parts: 1) the collection of your company and/or personal information on the 'Application Details' tab, 2) the collection of information concerning your application on the 'Submission' tab, eligibility questions and your mentoring needs, and 3) Attachments for the upload of your pitch deck. The information you share in your Open Call Application will be viewed by the Organisers and the Jury for the purpose of evaluating your Open Call Application.

Only upon completion of all required fields, you will be able to submit your application. Once an Open Call Application is submitted, it is considered ready for review in the evaluation phase of the Programme, which will begin on 1 March 2020. You may withdraw your Open Call Application, make edits and resubmit it at any point before the deadline of the application entry period: 23:59 CEST on 28 June 2020.

Open Call Applications that have not been submitted, or Open Call Applications submitted past the abovementioned deadline, are not eligible for evaluation and will under no circumstances be reviewed by the Jury. Following the application deadline, eligible applications will be reviewed by the Organisers and the Jury. Mentee Applicants who have been selected will be informed in July 2020.

2.3.3 Personal data and company information shared through your Open Call Application

The personal data and company information that you share during user registration and your application will not be shared with any parties other than the Organisers, the Jury Members and the Partners, solely for the purposes of executing the Open Call. We will also use these data to contact you for a brief survey after the Open Call to gauge your experience with the process.

2.3.4 The Open Call Jury

The Jury Members are carefully selected to represent a qualified group of judges with relevant and varying expertise. As a candidate for the Open Call, you may enquire about the identity of the Jury Members between 1 June 2020 and 18 June 2020, during which you may withdraw your application if you do not agree with the composition of the Jury.

The information provided to the Jury for evaluation will be based on the following fields of the application form:

- Your identity (and those of your team members as far as they are identified in the pitch deck, see below)
- Company information
- Eligibility questions
- Application questions (including mentoring needs)
- Uploaded pitch deck (based on a template)

The following evaluation criteria – weighted equally – will be used for determining the suitability of applicants:

- Project Potential
- Level of Innovation
- Technical Feasibility
- Business Opportunity
- Sustainability of the Project
- Quality of the Proposal

During the evaluation process, you may be contacted by us in order to provide further details about your Open Call Application. In this case, the additional information you provide over the phone, in person, in written or by e-mail may be shared with the Organisers, Jury Members and Partners.

Each Jury Member and Partner is bound by a non-disclosure and confidentiality clause (see Section 4.6) before reviewing the Open Call Applications, confirming that they will not share any of the information contained in your Open Call Application with anyone other than the other Jury Members, the Organisers or the Partners.

2.4 Conditions of participation

2.4.1 Intentions and commitments from Mentees

Mentee Applicants who are given the opportunity to join the Programme as a Mentee receive a unique opportunity to benefit from the Programme. For each selected participant, several other interested and motivated Mentee Applicants have been denied participation due to the limited availability of places in the Programme. Considering this reality, upon participation in the Programme, Mentees agree to do this to their best intentions and commitments, which includes but is not limited to:

- Participation to the Kick-Off Bootcamp and Demo Days with at least one team member
- Timely completion of required documents for mentorship, training, communication and logistical purposes (e.g. inputs to mentoring plan, input for the demo days, etc.)
- Conduct at least one interaction every week with your assigned Mentor
- Inform Organisers when your participation to the Programme becomes void, for example, if you stop pursuing the idea formulated in the Mentee Application

Any failure to deliver the minimal above commitments is a breach of your participation as a Mentee and may result in a termination of your participation to the Programme.

2.4.2 Cost reimbursements

The Organisers will reimburse part of the travel arrangements and accommodation for the Kick-Off Bootcamp at a flat rate per Mentee and, for those mentees who have been selected for the Point.IoT Investor Track as explained in 2.2, for the Investor Pitch Event at a flat rate per Mentee. The reimbursement of the flat rates will be done after proven attendance to the Bootcamp. Reimbursements shall be made within 30 days from the receipt of the expense report, and following verification of the expense report by the Organisers. No deductions or changes will be made from the reimbursements paid to the Mentee, who shall be solely responsible for ensuring that all and any taxes, duties, and other deductions are paid by him/her.

To process the expense reports, the Organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality and proof of residence.

2.4.3 Prize award

Of the 10 mentees which are annually selected for the Point.IoT Cheetah, the best Mentee will be selected by the Jury and Organisers at the demoday. This Mentee is eligible to win a prize of 20,000 EUR.

Participation to the Point.IoT Investor Track component of the Programme is granted at the discretion of Organisers, based on the procedures and processes that were established by Organisers, in compliance with the Right of Participation (see Section 2.1) and the Selection of Participants (see Section 2.2). The decisions on the selection of the winning participant made by the Organisers and the Jury shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentees in the Programme. Mentees shall have no right to justification for the decisions made by the Organisers or the jury members of any selection procedure.

The Organisers will provide a written confirmation of the winning result of the Jury selection process for the Prize. This written confirmation shall be the only and legally valid and binding proof to confirm this result. Upon receiving this confirmation, the winning mentee will be invited to provide an invoice within 30 calendar days to receive the Prize. Upon receiving this invoice, the Organisers will transfer the Prize money within 30 calendar days to the winning mentee.

2.5 Personal data and company information shared through your participation to the Programme

Your personal data including contact details, e-mail addresses, phone numbers, or confidential information about your product or company which you share during your participation to the Programme will not be shared with any parties other than the Organisers, the Jury, the Partners and your Mentor.

With your participation in the Programme as Mentee, you agree to the use of your personal data for the following purposes:

- Promotion & Communication: the Programme is a publicly funded programme by the European GNSS Agency. In its objectives to support companies all over Europe using European GNSS Technology, a comprehensive communication campaign is essential. In addition, the Programme's communication tools, such as the website, newsletter, outreach messages and social media, are used as multipliers for the visibility of mentees, contributing to their business potential. The Programme may use your company name, your personal first and last name, your picture and a description of your GNSS/IoT business idea for such public promotion and communication purposes, including success and inspiration stories, digital and printed publications. If you are not comfortable with any material published containing your image, you can inform us accordingly and we will refrain from using such image in the future.
- Bootcamp, Demo Days and Investor Pitch Event: for a smooth organisation of events such as the Kick-Off Bootcamp, the Demo Days and the Investor Pitch Event – which may be subject to security measures –, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the bootcamps.
- Mentorship: to ensure a good interaction with your Mentor, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentorship purposes.
- Verification of cost reimbursements: as indicated in 2.4.2, for the verification of cost reimbursements the organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality, and proof of residence.
- Newsletter: as part of the Programme's objectives, the organiser may send monthly newsletters or themed mailings to the e-mail addresses provided by participants. Your subscription to this newsletter will survive your participation to the Programme, and can be ceased any time by clicking on the respective link in the bottom of the newsletter, or by writing us a message at hello@point-iot.eu.
- Prize award: in case your company wins the 20,000 EUR prize of the Point.IoT demoday, we may require your IBAN-number and company details to wire the amount to you.

2.6 Proprietary rights, limited right to use

Any and all proprietary rights, including but not limited to rights to and in inventions, patent rights, utility models, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain with the Mentees respectively. The Organiser, the Jury, the Partners and Mentors shall not have any right, license, title or interest in or to any confidential information, except the limited right to review, assess and help develop such Confidential Information in connection with the Programme.

3 Participation as a Mentor

3.1 Right of participation

Individuals of legal adult age are allowed to participate as a Mentor in the Programme, on the condition of the applicant's compliance with the eligibility criteria, namely:

- Employed with a legal entity registered in the territory of one of the EU Member States² for the whole duration of the Programme, whose business purpose is focused on business or technical consulting, e.g. business incubation centres, consulting companies, business intermediaries, university-based start-up centres, innovation agencies, etc.; or,
- Natural persons that reside in the territory of one of the EU Member States² for the whole duration of the Programme, with a proven track record of companies and entrepreneurs (preferably start-ups) that they have mentored in their chosen field of expertise.

Mentors are also required to demonstrate proven business mentoring of start-ups with verifiable references, and possess relevant knowhow in the domains of IoT and GNSS.

3.2 Call for Mentors

3.2.1 Submission period and procedure

Participation in the Programme as a Mentor is granted at the discretion of the Organisers, based on the procedures and processes that were established by the Organisers. The decisions on the selection of Mentors made by the Organisers shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentor Applicants in the Programme. Mentor Applicants shall have no right to justification for the decisions made by the Organisers in any selection procedure. The procedure welcomes all applications and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

The Call for Mentors will open an entry period for applicants between 1 April 2020 and 12 July 2020. Interested Mentor Applicants must apply during this time and follow the procedure below.

The Call for Mentors is organised and executed exclusively in English and via the website of the Programme. To begin participation in the Call for Mentors, the creation of a user account is required. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Call for Mentors. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as a Mentor Applicant for the Call for Mentors.

The Call for Mentors application (the "Mentor Application") consists of the collection of your personal information and your professional background and qualifications. The information you share in your application will be viewed by the Organisers for the purpose of reviewing and validating your application.

Upon completion of all required fields, you will be able to submit your Mentor Application on the website of the Programme. Once a Mentor Application is submitted, it is considered ready for review and validation. You may withdraw your Mentor Application, and resubmit it at any point before the deadline of the application entry period: 23:59 CEST on 12 July 2020.

² In accordance with Articles 137 and 138 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, applicable Union law continues to apply to the UK in respect of the implementation of the Union programmes and activities committed under the 2014-2020 MFF until their closure. Therefore, UK applicants are considered to be EU applicants for the purposes of this call.

Mentor Applications in process that have not been submitted, or Mentor Applications submitted past the abovementioned deadline, are not eligible and will under no circumstances be validated.

Mentor Applicants who are selected as Mentors in the Programme will be notified in July 2020.

3.3 Conditions of participation

3.3.1 Your commitments

Mentors who are given the opportunity to join the Programme as a Mentor have been selected through an open and competitive matchmaking procedure, via one of the procedures and processes as indicated in 3.2. For each selected Mentor, several other interested and motivated Mentor Applicants have been denied their participation due to the limited availability of places in the Programme. Considering this reality, upon participating to the Programme, Mentors agree to the following commitments, which include but are not limited to:

- Participation to the Kick-Off Bootcamp and the Demo Days for their full duration
- Provision of the agreed of mentoring support, not including coordination, preparation and evaluation activities
- Conduct at least one interaction every weeks (unless agreed otherwise with the Organisers) with the Mentee, to ensure a continuous accelerator of the mentee's business idea
- During the bootcamp, the Mentor should evaluate the project of their Mentee. This should lead to the identification of a clear and measurable business objective(s), measurable through KPIs, and the challenges to overcome. These objectives should be agreed upon by the lead mentor and the mentee. The objectives should be defined in the Mentoring Plan
- The delivery of a Mentoring & Development Plan of minimum three pages in the beginning of the programme, drafted by the Mentor and signed by both the Mentor and Mentee, including an evaluation of the Mentee's project, objectives to be reach, key performance indicators as well as tailored and concrete steps on how to reach the selected business and technical objective(s), and expectations of the outcome. This Mentor report should be submitted to the Organiser within 15 days after the Kick-Off Bootcamp.
- The delivery of a Mentoring Evaluation Report of minimum two pages after the Demo Days, drafted by the Mentor and signed by both the Mentor and Mentee, which should identify the progress achieved by the Mentee in light of the objective and KPIs identified in the Mentoring Plan, comments on the mentoring/programme experience as well as recommendations for the mentee to further develop the business project. This Mentor Report should be submitted to the Organiser within 4 weeks after the Demo Days.
- Attendance and active participation in meetings with the Mentee (in person or via video-conference) between the Kick-Off Bootcamp and the Demo Days, which should minimally take place four times a month
- Commitment to respond to e-mail correspondence related to the Programme within 10 working days
- Inform Organisers when the Mentee's participation to the Programme becomes void, for example, if the Mentee stops pursuing the idea formulated in the Mentee Application

Any failure to deliver the minimal above commitments as stated in 3.3.1 is a breach of your service as a Mentor and may result in a termination of your participation to the Programme, according to the termination procedures as stated in 5.

3.4 Personal data and company information shared through your participation

Your personal data including contact details, e-mail addresses, and phone numbers, which you share during your participation as a Mentor to the Programme will not be shared with any parties other than the Organisers, the European GNSS Agency and the Mentee you will be mentoring.

With your participation to the Programme as a Mentor, you agree to the use of your personal data for the following purposes:

- Promotion & Communication: the Programme is a publicly funded programme by the European GNSS Agency. In its objectives to support companies all over Europe using European GNSS Technology, a comprehensive communication campaign is essential. In addition, the Programme’s communication tools, such as the website, newsletter, outreach messages and social media, are used as multipliers for the visibility of mentors. The Programme may use your company name, your personal first and last name, your picture and a description of your GNSS/IoT business idea for such public promotion and communication purposes. If you are not comfortable with any material published containing your image, you can inform us accordingly and we will refrain from using such image in the future.
- Bootcamp, Demo Days and Investor Pitch Event: for a smooth organisation of events such as the Kick-Off Bootcamp, the Demo Days and the Investor Pitch Event – which may be subject to security measures –, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the bootcamps.
- Mentorship: to ensure a good interaction with your Mentee, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentoring purposes.
- Newsletter: as part of the Programme’s objectives, the organiser may send monthly newsletters or themed mailings to the e-mail addresses provided by participants. Your subscription to this newsletter will survive your participation to the Programme, and can be ceased any time by clicking on the respective link in the bottom of the newsletter, or by writing us a message at hello@point-iot.eu.

3.5 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organiser - on behalf of the Mentees of the Programme (the “Disclosing Party”) - and the Mentor participating to the Programme (the “Receiving Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” or “NDA Party” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Programme as Mentor, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Mentee of the Programme.

3.5.1 Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Mentees) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

3.5.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

3.5.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior

written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3.5.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3.5.5 Time Periods

This NDA and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until 4 years after participation in the Programme or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this NDA ceases to be a trade secret.

3.5.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

3.5.7 General provisions

- (a) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- (b) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (c) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (d) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- (e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- (f) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
- (g) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
- (h) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either NDA Party might be entitled by domicile or otherwise.
- (i) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.

4 Participation as a Jury Member

4.1 Right of participation

Individuals of legal adult age are allowed to participate as a Jury Member in the Open Call, in the Demo Days or in the Point.IoT Investor Event after an invitation to do so by the Organisers.

4.2 Selection of Open Call Jury Members

Participation as a Jury Member is granted at the discretion of the Organisers. The decisions on the selection of Jury Members made by the Organisers shall not be subject to dispute in a court of law. These decisions shall be final and binding. Third parties shall have no right to justification for the decisions made by the Organisers in any selection procedure.

4.3 Evaluation process

Your participation as a Jury Member can include your participation to the Open Call, the Demo Days, and/or the Point.IoT Investor Event. The selection of Jury Members is invitation-based, also depending on potential Jury Members' availability and personal preferences.

Open Call

The Open Call is organised and executed exclusively in English and via the Application Platform. To begin the evaluation process of Mentee Applicants in the Open Call, the creation of a jury user account is required. When creating a user account for you, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation as a Jury Member in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering or participating as a Jury Member for the Open Call.

The Open Call Evaluation (the "Evaluation") consists of two parts: 1) the evaluation of a number of Open Call applicants through the Platform. 2) an evaluation meeting with fellow Jury Members to review the Mentee Applications.

Demodays

The Point.IoT Investor Track and the investor pitch event are limited to up to five mentees each year. These Mentees are selected at the demoday from the Point.Cheetah component and/or from any other initiative. Mentees from the Point.Cheetah component deliver a business pitch to the Jury at the demodays. The Jury will select up to three mentees to go to the Point.IoT Investor Event. This Jury process requires your physical presence at the Demo Days event. In addition, a 20,000 EUR award will be granted to the best Point IoT team at the investor pitch event.

Point.IoT Investor Event

The up to five mentees selected for the investor pitch event will undergo dedicated investor readiness mentoring. All mentees will pitch their initiative to a panel of experts, investors and partners. This evaluation process will be based on various criteria, including:

- Business potential
- Team experience
- Product / Technology merit
- Competitive position
- Investment or partnering interest
- Presentation quality

This Jury process requires your physical presence at the Investor Event.

4.4 Conditions of participation

4.4.1 Intentions and commitments from Jury Members

Upon participating, Jury Members agree to the following commitments, which include:

- For Jury Members who agree to evaluate the Open Call: Completion of the online evaluation process on the Platform **and** attendance of the evaluation meeting.
- For Jury Members who agree to evaluate the Demo Days: Physical attendance of the Demo Days.
- For Jury Members who agree to evaluate the Point.IoT Investor Event: Physical attendance of the Investor Event.
- Timely indication and flagging of any potential conflict of interest during each evaluation process, and abstention from voting should such conflict of interest arise

4.5 Personal data and company information shared through your participation

The following personal data may be shared with Open Call Applicants and/or Participants for reasons of transparency: first name, last name, occupancy and company name.

Any other personal data that you share during user registration will not be shared with any parties other than the Organisers. Any other company information shared with the Organisers during the evaluation process will solely serve purposes of executing Programme.

4.6 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organiser, on behalf of the Mentees of the Programme (the “Disclosing Party”) and the Jury Member participating to the Programme (the “Receiving Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Programme as a Jury Member, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Mentee of the Programme.

4.6.1 Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Mentees) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

4.6.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

4.6.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4.6.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

4.6.5 Time Periods

This NDA and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until 4 years after participation in the programme or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

4.6.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

4.6.7 General provisions

- (j) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- (k) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (l) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (m) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- (n) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- (o) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
- (p) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
- (q) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either party might be entitled by domicile or otherwise.
- (r) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.

5 Termination

We may terminate your participation to the Programme in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Programme will immediately cease.

If you wish to terminate your participation to the Programme, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Termination as Mentee

If you have not been selected for participation as Mentee to the Programme, following the selection procedures, your participation will cease and you will be notified as stated in the procedures.

If you have not been selected for participation to the Point.Kangaroo Investor Track, following the selection procedures, your participation will cease and you will be notified as stated in the procedures.

Termination as Mentor

If you have not been selected for participation as a Mentor to the Programme, following the selection procedures as indicated in 3.2, your participation will be ceased and you will be notified as stated in the procedures.

We may terminate your participation to the Programme in written (by letter or e-mail) without limitation if your Mentee decides to end his/her participation to the Programme. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your rights as a Mentor in the Programme will immediately cease.

If you have any questions about these Terms, please contact us at hello@point-iot.eu.