

TERMS AND CONDITIONS INNOENERGY CALL FOR ENERGYXL

By submitting an application form to participate in the InnoEnergy Call for EnergyXL , each Applicant agrees to the following terms and conditions:

1. Definitions

Capitalized terms have the below defined meaning in these terms and conditions.

“Applicant”	a project team or research institution, a registered or non-registered company or a team of entrepreneurs and professionals submitting an application for the Contest.
“Program”	the highway program run by the Program Sponsor
“Contest”	the InnoEnergy Call for EnergyXL
“Finalist”	an Applicant that is selected for the Investment Committee to be held in the Netherlands
“Program Sponsor”	KIC InnoEnergy SE
“Winner”	a Finalist that is selected for the Program by the Program Sponsor.

2. Indicative Schedule

Deadline submission of applications	3 June 2019
Notice of selection of Finalists	10 June 2019
Investment Committee	17 July 2019

(dates may be changed, detailed dates and time of Investment Committee will be communicated in due course)

3. Application submission

Applicants must submit their application via the application link on the web page before the deadline.

4. Automatic acceptance of BCS Agreement in the event of selection

By submitting an application, each Applicant agrees that it will be automatically and unconditionally bound by the rights and obligations applying to the “Entrepreneur” under the below copied BCS Agreement in the event that the Applicant is selected for the Program by the Program Sponsor.

If the Applicant is not selected for the Program (either because the Applicant is not selected as a Finalist or because the Applicant is not selected as a Winner), the BCS Agreement will not enter into effect and both the Applicant and the Program Sponsor are freed from any obligation towards each other.

5. Eligibility & Selection Criteria

In order to be selected as a Finalist, an Applicant must address a critical challenge in at least one of the following areas:

- energy technologies;
- smart housing;
- smart building;
- smart mobility; and/or

- e-mobility.

In selecting the Finalists and the Winners, the Program Sponsor will make its decision based on the following criteria:

1. the Applicant's technology (innovativeness, TRL level, scalability, does the technology address one or more of the areas described above, etc.);
2. the Applicant's potential market (market size, market barriers, segmentation, competition etc.);
3. the Applicant's financial position (current and future financials, amount of investments done and/or needed, etc.);
4. the Applicant's team (dynamics, individual team members, size, team requirements, etc.);
and
5. the Applicant's business plan (viability, substantiation).

All decisions by the Program Sponsor are final. They are made at the Program Sponsor's sole discretion.

The Program Sponsor may contact Applicants for more information or clarifications.

6. Contest

The Program Sponsor selects up to 20 Finalists out of the Applicants based on the criteria stated in Section 5 and their application materials. All Applicants will receive a written notification whether they have been selected or not.

The Finalists are asked to pitch their business idea at the Grand Celebration to be held in the Netherlands.

The Program Sponsor selects one or more Winners out of the Finalists during the Grand Celebration based on their pitch and the criteria stated in Section 5.

Each Winner automatically enters into the Program on the basis of the rights and obligations pertaining to it as "Entrepreneur" under the below BCS Agreement.

7. Costs &

Any costs incurred by an Applicant during the Contest and/or in connection with the application are for its own account.

8. Intellectual property rights

By submitting an application, each Applicant confirms that the product or service solution that it submits is its own work and/or does not violate the rights of any third party, including but not limited to intellectual property rights.

9. Program Sponsor Rights

The Program Sponsor reserves the right to do any of the following:

- suspend, vary, amend or cease to proceed with the Contest;
- amend the application form or selection criteria;
- consider, accept or reject any application regardless conformity or deadlines;
- amend times and dates relevant to the selection process or Contest;
- allow an Applicant to change its application;

- publish or disclose the Applicant's company name, logo and brief description of its solution and activities;
- take any other action that the Program Sponsor, at its sole discretion, considers appropriate.

10. Governing law and jurisdiction

These terms and conditions are governed by the laws of the Netherlands. All disputes arising out of or in connection with these terms and conditions shall be exclusively settled by the courts in Amsterdam, the Netherlands.

11. BCS Agreement

The below BCS Agreement will automatically apply between the Program Sponsor and each Applicant as from the moment such Applicant is selected for the Program. As soon as the BCS Agreement enters into effect, it replaces and supersedes these terms and conditions.

Business Creation Service Agreement

This Business Creation Service Agreement (“**Agreement**”) is made **BY AND BETWEEN**

KIC InnoEnergy SE, a company incorporated under the law of The Netherlands, with registered office in Kennispoort 6th floor, John F. Kennedylaan 2, 5612 AB Eindhoven, The Netherlands, represented by Diego Pavia, Chief Executive Officer, (hereinafter called “**KIC SE**”), on the one hand,

AND

“**Entrepreneur**” , on the other hand,

Hereinafter, KIC SE and the Entrepreneur shall be referred to jointly as the “**Parties**” and individually as a “**Party**”. KIC SE and the Entrepreneur hereby accept the terms and conditions of this Agreement.

1. Background

1.1. KIC InnoEnergy

Several European entities and organisations have constituted the KIC InnoEnergy SE which has been designated as a Knowledge and Innovation Community by the European Institute of Innovation and Technology (“**EIT**”). KIC InnoEnergy mission is to be the leading engine in innovation and entrepreneurship in sustainable energy. For achieving that mission KIC InnoEnergy integrates all the dimensions of the so called knowledge triangle: business, research and higher education. KIC SE’s activities are supported by the EIT.

KIC InnoEnergy SE’s shareholders are more than 27 top European industrial companies, research institutes, universities and business schools. Additionally, approximately 70 further organizations are participating in its industrial plan.

Most of KIC SE’s activities are carried out through six regional nodes called co-location centers (“**CC**”) which are controlled by KIC SE. Each CC coordinates one important energy topic for all partners:

- CC Benelux: Intelligent Energy-efficient Buildings and Cities;
- CC Iberia: Renewables (Wind, Concentration Solar Power, Photovoltaics, Wave and Tidal Energy);
- CC Alps Valleys: Sustainable Nuclear and Renewable Energy Convergence;
- CC Sweden: European Smart Electric Grid and Electric Storage;
- CC Poland Plus: Clean Coal Technologies;
- CC Germany: Energy from Chemical Fuels.

One of the activities carried out by KIC InnoEnergy is to provide services supporting entrepreneurs and companies to turn their ideas, researches or developments into successful products and services, thereby creating new and innovative businesses. In this respect, KIC InnoEnergy offers a structured compilation of services to provide added value to 4 (four) of the dimensions of any business venture:

- a) Technology (e.g. technology assessment, IP mapping, POC, ...)
- b) Market (e.g. business plan, competitive analysis, launching customers, ..)
- c) People (e.g. team assessment, skills workshops, team complementation, ...)
- d) Finance (e.g. seed fund, access to specialized VC, ..)

2. Purpose of the Agreement

The purpose of this Agreement is to set out a) the business creation services rendered by or on behalf of KIC InnoEnergy SE to the Entrepreneur, as identified in the Roadmap (as defined under Section 3.2) (“**Services**”), in order to support the implementation and realization of the Entrepreneur’s business idea (the “**Project**”).

3. Services provided by KIC InnoEnergy to the Entrepreneur

3.1. KIC InnoEnergy **Highway**™ is a registered TM describing KIC InnoEnergy set of services for business creation, a generic overview of which are given as a reference only in Annex 1.

3.2. If and once you have been selected to the Program,

- a) the specific Services (out of the list mentioned in Annex 1) and their sequence to support the Entrepreneur will be agreed in a project-specific roadmap (the “**Roadmap**”);
- b) the Roadmap shall be the plan of activities, Services and deliverables, with a timeline and milestones which the Entrepreneur and KIC shall undertake; and
- c) the Roadmap will be included in this Agreement as Annex 2 and shall be negotiated and concluded within four (4) weeks as from your acceptance to the Program (unless the Parties mutually agree to extend such period).

3.3. KIC SE may also provide, at KIC SE’s discretion, a) office space to the Entrepreneur for the duration of this Agreement and/or b) if KIC SE considers it necessary for the development of the Project, access to the Entrepreneur to scientific labs and other infrastructures depending on availability and agreements with the facilities’ owners, to be specified in detail in the Roadmap (if applicable).

3.4. The services will be provided to the Entrepreneur by KIC SE, some of its partners or other qualified subcontractors.

3.5. KIC SE shall use its commercially reasonable efforts to select the most convenient way to provide the Services in agreement with the Entrepreneur, on the basis of criteria such as cost for value, quality, and availability or lead time.

4. Service Fees and Term Sheet for Participation Agreement

4.1. For the provision of the Services described in Section 3, KIC SE shall charge no fees to the Entrepreneur. In compensation for the Services, the Entrepreneur agrees to grant KIC a share within the range of 10 to 15% in the equity capital of the legal entity to be established for the implementation of the Project. The exact percentage will be established according to the Services provided by KIC in a separate agreement called “Term Sheet for Participation Agreement” to be concluded by the Parties once the Roadmap is defined or when the Business Case (as mentioned under Section 3.1) is ready (“**Term Sheet**”). The Term Sheet shall include provisions on the legal form of the entity, KIC SE’s participation, KIC SE’s rights and obligations in connection with such participation, including minority protection mechanisms. Once ready, such Term Sheet shall be added as Annex 3 to this Agreement. It is agreed among the Parties that this Agreement, the Roadmap and the right for KIC SE to participate in the share capital of the legal entity of the Entrepreneur

form together an indivisible totality being the consideration of their collaboration in the framework of the Project.

- 4.2. The Entrepreneur, if intending to negotiate unilaterally with any potential investor, shall, prior to initiating any negotiation, inform KIC SE in writing of such intention and provide KIC SE with reasonable written information (as available) to provide KIC SE with a fair view and analysis regarding such potential investors and their intended offer of participation and investment. The Entrepreneur a) shall inform KIC SE of any offer of participation or investment or made by any third party before the Entrepreneur starts any negotiation with such third party and b) shall use its reasonable efforts to preserve the possibility for a VC of the KIC VC Community to evaluate a potential investment in the venture, as the case may be, as far as feasible and advisable under the circumstances.

5. Development Costs

This Agreement does not imply any obligation for the Parties to incur costs (including staff, materials, components, subcontracting, rental of facilities, instrumentation, etc.) associated to the research, development, prototyping, manufacturing, testing, certification, marketing or advertising of the products, services or processes others than the ones associated to the Business Creation process supported by the Services p this Agreement.

6. Travel, Lodging and other Expenses Derived from this Agreement

Parties agree to bear travel, lodging and other expenses incurred by their own staff in relation with the Project and Services detailed in this Agreement.

7. Intellectual Property

- 7.1. In principle, ownership of existing intellectual property ("**Background IP**") shall not be affected by this Agreement; likewise, no licenses to Background IP shall be established by this Agreement itself. The Entrepreneur shall ensure that the ownership of all Background IP is vested in the legal entity to be established to carry out the Project and shall ensure such Background IP is adequately protected, unless different provisions apply as specified in Annex 3. The Entrepreneur guarantees that no rights in or to the Background IP have been granted to third parties, except as under agreements secured before entering into this Agreement and expressly disclosed by the Entrepreneur to KIC SE prior to the signature of this Agreement.
- 7.2. Only when such Background IP has been contributed by the Entrepreneur as equity, the ownership will be affected as per the provisions stated in Section 4.1. In principle, Background IP owned by the Entrepreneur shall be transferred to the legal entity to be established to carry out the Project.
- 7.3. If during the term of this Agreement, the Parties jointly or independently develop new intellectual property ("**Foreground IP**"), such Foreground IP shall be owned by the commonly established legal entity and the Parties shall ensure they transfer such Foreground IP to such legal entity once established.

8. Obligation of Confidentiality

- 8.1. For the purpose of this Agreement "**Confidential Information**" shall mean any technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied (a) either by KIC SE and its Partners (as defined below), or (b) by the Entrepreneur to the respective other party/parties, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within fifteen (15) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.
- 8.2. KIC SE and the Entrepreneur each undertake to treat any and all Confidential Information as confidential, to use it solely for the purpose of the evaluation, definition, realization and follow-up of the Project ("**Authorized Purpose**") as stated in this Agreement, not to disclose it to any third party, except to its advisors and auditors and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party. The Entrepreneur is aware that KIC SE, within the Authorized Purpose, involves and uses its so called co-location centres as well as some of its shareholders, shareholders of these co-location centres and other contractual partners of these co-location centres, and qualified subcontractors, including advisors and auditors (commonly referred to as "**Partners**"). The Entrepreneur hereby agrees that KIC SE may disclose Confidential Information as well as other information provided by the Entrepreneur to the Partners solely for the Authorized Purpose, provided that the Partners have committed themselves to obligations substantially equivalent to the obligations of the parties according to this Agreement.
- 8.3. The obligations specified in section 2 above shall not apply with respect to any Confidential Information which:
- A) the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this agreement; or
 - B) is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this agreement on the part of the receiving party; or
 - C) the receiving party can prove has become known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or
 - D) the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the Confidential Information of the disclosing party.
- 8.4. Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed Confidential Information or any copy thereof is made accessible only to such employees and Partners (as defined above) who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party - being or containing in whole or in part Confidential Information. The receiving party shall return such item or document and any copies thereof at the disclosing party's written request, and at the latest on termination of this agreement. This shall not apply to copies of electronically exchanged Confidential Information made as a matter-of-routine information technology back-up, and to Confidential Information or copies thereof which must be stored

by the receiving party according to mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

8.5. All Confidential Information shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this Agreement. No commercial obligation on the part of either party is intended or undertaken. The Parties agree that any Confidential Information is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of Confidential Information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

8.6. The party receiving Confidential Information including materials, samples, prototypes or similar items, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components. To the extent that such items have not been destroyed or used during evaluation tests and unless there is another agreement between KIC SE and the Entrepreneur, they shall be returned to the supplying party upon request, and at the latest on termination of this Agreement.

8.7. The obligations of confidentiality as per this Section 8 shall remain applicable during the term of this Agreement and for five (5) years thereafter.

8.8. A) KIC SE has set up a VC Community with several trusted (venture capital) business partners ("**VC**"), focused on sustainable energy (the "**KIC VC Community**") who will have the opportunity to evaluate investment opportunities in the ventures receiving BCS Services from KIC SE, and for such purpose need to receive Confidential Information from the Entrepreneur. The VCs, as members of the VC Community, are bound by confidentiality obligations under the VC Community Cooperation Agreement with KIC SE. In application of Section 8.2, the Entrepreneur hereby authorizes KIC SE to provide Confidential Information (as defined below) to the VCs members of the KIC VC Community, for the purpose of enabling such VCs to a) contribute to the development of the venture of the Entrepreneur during the different BCS Services stages by means of synergy effects and/or expertise, and to b) evaluate the status and progress of such venture and/or evaluate investment opportunities in such venture, as the case may be.

B) For the purpose of this Section 8.8, Confidential Information shall mean: a) key (financial and operational) characteristics of the venture of the Entrepreneur; b) information on business plans (including executive summary and business plans) of such venture; c) information on the status and progress of such venture; and d) any other specific information regarding such venture that is reasonably necessary for the VCs members of the VC Community to provide valuable feedback on the status and progress of the venture to the Entrepreneur and /or, as the case may be, pre-evaluate possible investment in such venture in the future.

C) Before providing such information to a VC member of the VC Community, KIC SE shall inform the Entrepreneur of the Confidential Information KIC SE intends to provide to the VC member of the VC Community.

9. Duties of the Entrepreneur

9.1. The Entrepreneur commits to carrying out all the activities detailed in the Roadmap and to in accordance with the terms and conditions agreed, especially regarding to milestones, deliverables and time plan.

9.2. The Entrepreneur must make every effort for the success of the Project making full use of his/its time and skills while avoiding anything that might needlessly delay the Project.

9.3. The Entrepreneur (or, if the Entrepreneur is a legal entity, its officer or any other relevant key employee of the Entrepreneur, in agreement with KIC SE) undertake(s) to attend the workshops held by KIC SE, and especially take part in the compulsory trainings established in the Roadmap.

9.4. The Entrepreneur shall keep KIC SE informed of every item directly affecting the Project, and in particular of:

- negotiation with any financial institution or investor in the Project (as per Section 4.2),
- matters of intellectual property,
- significant market issues,
- new technical data,
- evolution of economic data,

and more generally of everything that may advance and/or hinder the Project or significantly enhance and/or impede its chances of success.

9.5. The Entrepreneur shall provide KIC SE without charge, with all information, materials, devices, documents and things, plans, etc., necessary for the fulfilment of the Services, and shall do so, if necessary, at its own cost.

9.6. The Entrepreneur commits to make the best use of the office space, scientific labs and other infrastructures made available to the Entrepreneur.

9.7. The Entrepreneur undertakes to participate when required by KIC SE (or, if the Entrepreneur is a legal entity, the Entrepreneur shall cause its officer(s) or any other relevant key employee agreed with KIC SE to participate when required by KIC SE) in all the events organized by or in which KIC SE participates to promote entrepreneurship and business creation. In these cases, the Entrepreneur agrees to facilitate the information needed for KIC SE's communication purposes. The Entrepreneur undertakes to quote KIC InnoEnergy in its press releases and its website as requested under specific guidelines or policy to be communicated by KIC SE in due course.

9.8. For statistical purposes, the Entrepreneur undertakes once a year, during the term of this Agreement and up to five (5) years thereafter, to provide information concerning the Project and its evolution, in a format to be provided by KIC SE in due course, that will include (among other things) the following data:

- legal status,
- turnover for the year,
- gross trading profit,
- net results before and after tax,
- capital evolution and composition,
- total for research tax credit,
- number of jobs created.

The exact data to be provided and the deadline for providing it will be communicated in due course by KIC SE under specific guidelines or policy.

9.9. The Entrepreneur hereby explicitly and unequivocally agrees to the royalty free use of his logotypes, trademarks, company and trade names, photographs and/or movie image by KIC SE (during BCS events or not) for advertising and communication purposes within or outside the VC Community and for the statistical purposes described above, and, for these purposes, waives the right to invoke any and all intellectual property rights, including but not limited to portrait rights, against KIC SE, as regards to any logotypes, trademarks, company and trade names, photograph and/or movie image that was submitted by the Entrepreneur to KIC SE, and/or made of the Entrepreneur by KIC SE. If the Entrepreneur is a legal entity, it shall ensure that the same statement is undertaken by its officers or employees participating in the BCS Services. This section applies to the maximum permitted by the applicable law. The privacy policy of KIC SE (as posted on www.kic-innoenergy.com) shall apply.

9.10. The Entrepreneur undertakes to mention KIC InnoEnergy as supporter of the Project in the presentations made to third parties (including media), as well as in its web page and in any other notice or publicity of the

Project; for such purposes the Entrepreneur will use the “Venture supported by KIC InnoEnergy” logo provided by KIC SE from time to time. The Parties may announce and mention in their respective web page their link with the Project and make public this link in other specialized media, provided that the contents of the announcement is agreed previously with KIC SE.

9.11. The Entrepreneur commits to allocating the total amount of money provided by KIC SE exclusively to the activities detailed in the Roadmap.

10. Duration

This Agreement enters into force at the date KIC SE countersigns this Agreement (“**Effective Date**”), which will only be countersigned by KIC SE after the Entrepreneur has signed first the Agreement. The duration of this Agreement and therefore the Services provided by KIC SE to the Entrepreneur will depend on the Roadmap agreed between KIC SE and the Entrepreneur and be subject to Section 11 (Termination).

11. Termination

11.1. The Parties may individually terminate this Agreement as per the following clauses:

11.1.1. KIC SE may terminate this Agreement any time

- A) For convenience, by giving at least one (1) month prior written notice to the Entrepreneur. In such a case,
 - (i) KIC SE shall deliver to the Entrepreneur all deliverables produced and make the monthly payments due (as the case may be) until (but not beyond) the effective termination date, and
 - (ii) Unless KIC SE has already entered the share capital of the company of the Entrepreneur, KIC SE shall not have any right associated to any (future) business or company created by the Entrepreneur in relation with the Services object of this Agreement.

- B) If the Entrepreneur has breached its/his material obligations under this Agreement and has not remedied such breach within one (1) month as from the date of sending of a notice from KIC SE; in such a case, and for a period of five (5) years following the effective date of such termination:
 - i) As KIC SE would have provided Services to the Entrepreneur up until the effective termination date, and if KIC SE has not yet entered the share capital of the Entrepreneur as per Section 4.1, the Entrepreneur shall remain bound by the obligation to grant KIC SE a share in the equity capital of the legal entity of the Entrepreneur under the same terms and conditions as stated under Section 4.1; or
 - ii) If KIC SE elects, at its sole discretion, not to enter into the capital of the company of the Entrepreneur as per Section 11.1.1 B) i) above, then the Entrepreneur shall pay KIC SE a fee for the Services received by KIC SE until the effective termination date, such fee representing the costs incurred by KIC SE for such Services.

With respect to the Entrepreneur’s duties under Section 9, the Entrepreneur shall be considered in ‘material breach’ of such duties if it has repeatedly failed to perform such

duties without (i) informing KIC SE upfront of any objective impediment to perform such duties and (ii) KIC SE having acknowledged such impediment in writing (such acknowledgement from KIC SE not to be unreasonably withheld).

11.1.2. The Entrepreneur may terminate this Agreement any time

- A) For convenience by giving at least one (1) month prior written notice to KIC SE; in such a case, the same consequences as stated under Section 11.1.1. B) shall apply;
- B) If KIC SE has breached its material obligations under this Agreement and has not remedied such breach within one (1) month as from the date of sending of a notice from the Entrepreneur; in such a case, the same consequences as stated under Section 11.1.1.A) shall apply.

12. Warranty and Liability

12.1. Both Parties agree to collaborate in good faith and shall use all reasonable efforts to ensure that all exchanged information is current, correct, true, complete and according to their best knowledge.

12.2. Except as stated otherwise under this Agreement, the Parties disclaim all warranties, express or implicit, with regard to a) the information exchanged during the performance of the Services and b) the future technical or economic performance of any device, prototype, intellectual property, product, service, process, activity or investment involved in the Services object of this Agreement.

12.3. It is expressly agreed between the Parties that KIC SE is only bound by an obligation to use its reasonable commercial efforts; as a consequence, KIC SE disclaims all warranties, express or implicit, with regard to advice given during the performance of the Services and KIC SE's liability vis-à-vis the Entrepreneur in connection with the provision of the Services according to this Agreement shall be limited as follows:

- a) Except in the event of wilful intent or gross negligence, and subject always to b), KIC SE shall have no liability whatsoever for:
 - A non-selection of the Project,
 - A failure of the Project for any reason whatsoever,
 - Any consequence of the Entrepreneur's use of the results of the Services
 - A claim by a third party on whatever grounds against the Entrepreneur,
 - Theft and damage to equipment and/or data at the premises provided by or for KIC SE.
- b) In no event shall KIC SE be liable for any indirect losses, such as but not limited to lost data, lost profits, diminished production, costs of retaining another consultant, costs of equipment and similar costs or losses.

12.4. In the case of a plurality of Entrepreneurs, they hereby accept to be jointly and severally liable under the terms of this Agreement.

12.5. The limitation of liability under this Section 12 shall also apply to the employees of KIC SE, of its co-locations and to any third parties providing Services in relation to this Agreement.

12.6. The Parties shall notify each other in writing without delay of any damage for which the other Party is alleged to be responsible, and shall give the other Party the opportunity to examine the damage and its cause.

13. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be exclusively settled by the courts in Amsterdam, the Netherlands.

14. Miscellaneous

14.1. This Agreement is the entire agreement between KIC SE and the Entrepreneur regarding the Services. Any modifications to the provisions of this Agreement shall be made in writing. This Agreement shall prevail over its annexes, including the Term Sheet.

14.2. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

14.3. Neither Party shall assign their rights and obligations under this Agreement without the prior written consent of the other Party.

Annexes

Annex 1 – Generic overview of Business Creation Services for the KIC InnoEnergy Highway
(for reference purposes only)

Annex 2 – Roadmap [to be added under separate cover]

Annex 3 – Term Sheet for Participation Agreement [to be added under separate cover]

Annex 1
Generic Overview of Business Creation Services for the KIC InnoEnergy Highway
(for reference purposes only)

	Steps	Service Description	Deliverables of the activities
Gate 1	Opportunity assessment	<ul style="list-style-type: none"> Innovation Novelty Assessment and/or Market competitive assessment (IP, Tech, commercial) and/or Team assessment (leadership, skills & competences) 	Assessment of the business idea considering 3 dimensions: innovation novelty and technology, market potential and team competences
		Coach assignment	Coach assigned
		Roadmap design	The coach and the [entrepreneur/company] design a specific project plan & deliverables. (The roadmap, once done, is included in this Agreement as annex 3.2)
Gate 2		Customer/industry discovery	First series of contacts with the industry to test the concept/product[1]
		Market analysis	Quantitative analysis and identifies business opportunities
		IP rights protection	Actions to protect IP and to file for patents
		Business Creation Workshops	Specific courses and workshops on business, new ventures creation and entrepreneurship
		Technology enhancement	Engagement with research centers & industry to enhance the technology concept
		Pre-seed funding	Support actions to find funding (could occasionally be KIC)
Gate 3		Team creation	Actions to find complementary profiles to build the running team
		Start-up constitution	Legal advice on constitution and equity construction
		Customer/industry validation	Final POC validation-preindustrialized
		Industrialization	First units
		Business management workshops	Courses on product innovation, business models, building a business plan, team management, entrepreneurial finance combined with workshops to develop necessary competences and skills
		Business model definition	Design of how the new venture will create value
		Business model quantification	Once the Business Model is designed, it is turn to quantify the economics of the new venture.
Gate 4		Launching customers	Actions to achieve the first customers
		Marketing & Sales workshop	Courses on sales and marketing and in growth strategies
		Business Consulting	Advice and support on developing a commercial plan
		Final Business Plan	
		Financing	Support actions to find funding (Business Angels, Venture Capital, etc...)

Working Capital & CAPEX needs assured

Annex 2
Roadmap

Annex 3
Term Sheet for Participation Agreement