

## TASMU Accelerator Participation Agreement

**(Important Note:** As an explanatory note, the Subscriber for the purposes of this Agreement is either an individual or a legal entity. The test that is used is to establish what the correct identity is, is as follows:

- If the technology idea that is to be incubated has been developed by an individual who does not have a legal entity formed as yet which is to house the technology idea, then the individual will sign in his personal capacity, as the owner and developer of the technology idea.
- If the technology idea that is to be incubated has been jointly developed by a group of founding individuals (and of course there is no legal entity formed as yet which is to house the technology idea), then it is essential that the individual who is signing this Agreement, on behalf of the founder group of individuals, obtains permission from the other co-founder individuals, and provides TASMU Accelerator management team with proof of such permission.
- If on the other hand, a legal entity has already been formed which houses the technology idea, then the individual duly authorized on behalf of the legal entity, will be signing on behalf of the legal entity, and TASMU Accelerator management team will need to be provided with proof of the necessary internal authorizations from the legal entity authorizing the individual to act on its behalf.
- It is worthwhile pointing out that if a new legal entity is formed in the future which is to house the technology idea, then the individual and / or the company entering into this Agreement undertakes to ensure that such legal entity shall be bound to the terms contained herein.

### Recitals:

The Parties, as defined hereunder, hereby agree to the following:

- A. TASMU Accelerator is an innovative initiative owned by the Ministry of Communications and Information Technology and is operated and facilitated by Ooredoo Q.P.S.C. It aims to inspire and ignite pioneer start-ups in each cohort (national and international) to invent and nurture the innovation ecosystem in Qatar (hereinafter referred to as the “Program”).
- B. The Subscriber has agreed to participate in the Program and shall accept the following terms and conditions as set out in this Agreement.

**Hereinafter referred to individually as a “Party” and collectively as the “Parties”.**

### 1. Definitions

Unless the context otherwise requires, the capitalized terms used herein below shall have the meaning ascribed to them hereunder:

**“Agreement”** shall mean this TASMU Accelerator Participation Agreement and all attached schedules and all instruments supplemental to or in amendment or confirmation of this TASMU Accelerator Participation Agreement;

**“Confidential Information”** shall mean and include (i) details about TASMU Accelerator’s shows and contest programs (irrespective of the medium of broadcast), contest questions and answers, know-how, Intellectual Property, technologies, concepts, ideas related to the business, (ii) products, software, processes, technical data, logs, and any matter and / or product in the research stage including the nature and results thereof, (iii) information on processes, formulas, content creation, techniques, compilation, analysis, company records, and reports relating to financial, and operational data in respect of TASMU Accelerators and its users, agents, hosts,

partners, distributors, employees, consultants, (iv) information on TASMU Accelerator's computer data bases and computer software, online or offline, of TASMU Accelerator, (v) TASMU Accelerator marketing techniques, marketing documents and arrangements, mailing lists, strategies, and policies, (vi) financial information and support contracts whether reduced to writing or not, (vii) remuneration and commissions of employees and consultants of TASMU Accelerator including service providers engaged by TASMU Accelerator, (viii) details of users or TASMU Accelerator, actual and potential contracts or assets of TASMU Accelerator, and (ix) any other information as is deemed to be 'Confidential Information' by TASMU Accelerator from time to time.

**"Funding"** shall mean a fund of 'in-kind' professional services provided by TASMU Accelerator during the Program. Such fund is managed fully by and in the sole discretion of TASMU Accelerator, and that such fund is aimed as being utilized so as to enable TASMU Accelerator to provide the necessary services, including but not limited to, the below benefits:

- Free of charge, no equity acceleration program. TASMU Accelerator will not attain any equity in participating startups or request participation fees unless agreed by both Parties
- World class training and mentoring programs. TASMU Accelerator to provide its qualified startups with training program, mentoring sessions and access to its networking events per its discretion and plans.
- Access to a plethora of tools and software to further develop solutions provided by Microsoft for Startups program and subject to Microsoft program's rules and regulations
- Facilitate access to the Qatari market through the program network and partners through linkages with subject matter experts and anchor clients.
- Potential to be awarded contracts from TASMU Accelerator use case partners subject to the program's partners decision and assessment criteria.
- Facilitation of funding through TASMU Accelerator funding partners, subject to the funding partners assessment and acceptance criteria, noting that this fund can include equity investment, grants, or monetary contracts.

**"Intellectual Property"** shall include, without limitation, all design, copyright, patents, trademarks or trade name or other intellectual property rights.

**"Law(s)"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority or of any statutory or regulatory authority in the state of Qatar, whether in effect on the date or thereafter.

**"Personal Information"** means information provided to the Subscriber by or at the direction of TASMU Accelerator, or to which access was provided to the Subscriber by or at the direction of TASMU Accelerator, in the course of the Subscriber performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

**"Technology Idea"** shall mean the business method and/or technology product and/or inventions and/or know-how that the Subscriber is using to participate in the Program and is willing to incubate the business idea through TASMU Accelerator.

**"Term"** shall mean the term as set out in clause 9.1 of this Agreement.

**“Vehicle”** shall mean any legal entity, including but not limited to, a company, limited liability company, association, trust, partnership and / or limited liability partnership that is used to house the Technology Idea.

**“Parties”** shall mean TASMU Accelerator and the Subscriber. For the avoidance of doubt, TASMU Accelerator shall also include Ooredoo Q.P.S.C.

## **2. Subscribers’ obligations**

- 2.1. The Subscriber shall enroll in the Program and undertakes to commit to full participation as required by TASMU Accelerator.
- 2.2. The Subscriber undertakes to commit to fully work on fine-tuning and developing its prototype whilst conducting the required activities by the Program to validate the need of its product / service in the market.
- 2.3. The Subscriber acknowledges that under no circumstance, the Funding shall be disbursed in cash to the Subscriber.
- 2.4. The Subscriber shall fully collaborate with TASMU Accelerator for the development of the Technology Idea, in a professional, ethical, accountable, transparent, and objective manner at all times.
- 2.5. The Subscriber shall attend all engagements required by TASMU Accelerator and shall ensure that it successfully completes the Program.
- 2.6. The Subscriber shall ensure that it meets the minimum criteria, as provided by TASMU Accelerator from time to time, in respect of any deliverables under the Program.

## **3. TASMU Accelerator obligations**

- 3.1. TASMU Accelerator shall pay to the Subscriber the Funding, subject to the Subscriber fully complies with the terms and conditions of this Agreement and the Program.
- 3.2. The Subscriber acknowledges that TASMU Accelerator agrees to provide the Funding only for the amount, period and purposes set out in this Agreement and the Program, unless TASMU Accelerator decides, in its sole and absolute discretion, to amend such terms of this Agreement and the Program.

## **4. Records**

The Subscriber shall ensure that all original documents are retained for a period of ten (10) years after the end of this Agreement and shall provide these to TASMU Accelerator, upon request by TASMU Accelerator.

## **5. Confidentiality**

- 5.1. The Subscriber undertakes that it shall not at any time during this Agreement, and for a period of ten (10) years after termination and / or expiry of this Agreement, disclose to any person, whether in writing or other form, any confidential information concerning the business, affairs, customers, partners, startups, clients, or suppliers of TASMU Accelerator, without the consent of TASMU Accelerator.
- 5.2. The Subscriber shall not use TASMU Accelerator’s confidential information for any purpose other than to perform its obligations under this Agreement.

## **6. Liability and Indemnity**

- 6.1. The Subscriber agrees to indemnify TASMU Accelerator for any costs, claims, damage or losses which arise as a result of negligence by the Subscriber or out of any breach by the Subscriber of any terms of this Agreement.
- 6.2. The Subscriber warrants that it shall not, under this Agreement, infringe any intellectual property rights of any third party. TASMU Accelerator shall not be liable to the Subscriber or to any third party in relation to any costs, claims, damage, losses or infringement by the Subscriber of third-party Intellectual Property including but not limited to patents.
- 6.3. TASMU Accelerator shall not be liable to the Subscriber, whether in contract due to breach of applicable law or otherwise for any loss, damage or liability incurred or sustained by the Subscriber caused by or as a result of: (i)

any failure, delay, interruption to or disruption of the Program in the transmission or reception of any data through the Program; (ii) any defect, deficiency, breakdown or failure of any TASMU Accelerator-supplied components, or the incompatibility or unsuitability of any TASMU Accelerator-supplied components in relation to or in conjunction with any other system or equipment used or operated by the Subscriber; (iii) any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by TASMU Accelerator or any other person); (iv) any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of the Service; (v) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Subscriber) transmitted to or stored in any system or equipment (whether or not maintained or operated by TASMU Accelerator, the Subscriber or any other person); (vi) a Force Majeure Event; (vii) any communication, publication, transmission or receipt through the Program of any material which is defamatory, offensive or abusive or of an obscene, nuisance, hoax, threatening or menacing character or of a tortious nature; or (viii) any use of any equipment or services provided by TASMU-Accelerator as part of the Program in a manner that constitutes a violation of applicable law, threatens the integrity of any computer system or violates generally accepted standards of internet conduct (i.e. denial of service attacks, web page defacement, port and network scanning, unauthorized system penetration, intentionally transmitting files containing a computer virus, corrupted data or unsolicited commercial e-mail, "spamming", "mail bombing"), or constitutes an infringement of any person's intellectual property rights.

- 6.4. Subject always to the exemptions and exclusions permitted by applicable law, TASMU Accelerator liability for all claims under, arising from or in relation to the Agreement or its subject matter (whether, in contract, or due to breach of applicable law), under an indemnity or otherwise) is excluded.
- 6.5. TASMU Accelerator shall not be liable to Subscriber for, and no measure of damages shall under any circumstances include: (a) special, indirect, incidental, consequential or punitive damages; or (b) economic loss, loss of profits, loss of revenue, loss of bargain, loss of good shall, loss of anticipated savings, or loss of use of products or equipment, whether the relevant claim is made for breach of contract, under any applicable law, under an indemnity or otherwise, and whether or not TASMU Accelerator was aware or should have been aware of the possibility of such loss or damage.

## 7. Data Protection

Subscriber represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable privacy and data protection laws in the State of Qatar, as well as all other applicable regulations and directives.

## 8. Intellectual Property Rights

- 8.1. This Agreement shall not grant either Party any ownership and / or claim over the other Party's existing and / or future Intellectual Property.
- 8.2. TASMU Accelerator shall have the right, at its sole discretion, to promote the Technology Idea, particularly to use any of Technology Ideas, branding names, trade names, logos and / or trademarks.

## 9. Term and Termination

- 9.1. This Agreement shall commence from the Execution Date and shall remain in force for a period of 3 years.
- 9.2. This Agreement may be terminated for convenience by TASMU Accelerator upon providing twenty-four (24) hours' prior written notice. For the avoidance of doubt, TASMU Accelerator shall have no liability nor obligations and responsibilities with respect to the to the Subscriber in the event of termination for any reason
- 9.3. TASMU Accelerator shall have the right to recover from the Subscriber either the whole or a part of the funding up to the date of such termination if such termination is as a result of a breach by the Subscriber of its obligations contained in this Agreement and / or the Program otherwise. TASMU Accelerator shall also have the right to recover any costs, claims, damages and losses incurred, in compliance with section 6 of the Agreement (Liability and Indemnity). The Subscriber acknowledges and agrees that TASMU Accelerator may exercise its right of

termination hereunder without obtaining a court order for termination as set forth in the Civil Code of the State of Qatar, including without limitation Article 184(1).

#### **10. Force Majeure**

If a TASMU Accelerator is unable to perform an obligation under this Agreement due to a Force Majeure Event, then: (a) as soon as reasonably practicable after the Force Majeure Event arises, TASMU Accelerator must notify the Subscriber of the extent to which TASMU Accelerator is unable to perform its obligations; (b) subject to compliance with proviso (a) of this paragraph, TASMU Accelerator's obligations to perform those obligations shall be suspended for the duration of the period of disruption arising directly out of the Force Majeure Event; For purposes of these terms and conditions, "Force Majeure" means any cause outside TASMU Accelerator's reasonable control, including without limitation insurrection or civil disorder, war or military operations, terrorist act, national or local emergency, blockade, acts or omissions of any governmental authority, epidemic or pandemic, compliance with any statutory, regulatory or legal obligation, severing by a third party of international telecommunications facilities outside Qatar, fire, earthquake, lightning, explosion, flood, subsidence, or weather of exceptional severity.

#### **11. Modifications to the Agreement**

TASMU Accelerator may modify this Agreement at any time by sending a revised version to the official e-mail address of the Subscriber. The modified terms shall become effective upon posting or, if we notify you by email, as stated in the email message. Subscriber shall be responsible for checking their official email address regularly for modifications to this Agreement.

#### **12. Governing Law**

This Agreement will be governed by and construed in accordance with the local laws of the state of Qatar and all applicants submit to the exclusive jurisdiction of the courts of Doha.

#### **13. Non-Disparagement**

The Subscriber shall not, at any time, disparage TASMU Accelerator or its business in any manners, shape or form, and in any media channel, or otherwise take any action which could reasonably be expected to adversely affect TASMU Accelerator's, its clients, partners, startups, or any of its stakeholders reputation.

#### **14. Severability**

It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under the Laws and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

## 15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it, without prejudice to the Company's rights and remedies at law or otherwise.

## 16. Waiver

No waiver by TASMU Accelerator of a failure by the Subscriber to perform any provision of this Agreement operates or is to be construed as a waiver in respect of any other failure, whether of a like or different character.

## 17. Change of Law

If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision. If not possible, TASMU Accelerator reserves the right to terminate this Agreement pursuant to Clause 8.2 of this Agreement.

## 18. Publicity

No public announcement or press release in connection with the signature or subject-matter of this Agreement shall be made or issued by the Subscriber without the prior written approval of TASMU Accelerator. For the avoidance of doubt, TASMU Accelerator shall have the right publish, *inter alia*, advertisements, public announcements or press releases in relation to the signature or subject-matter of this Agreement without the prior written consent of the Subscriber.