

# Leading Mobility – The Start-up Program powered by Magna

## Terms and Conditions

The Leading Mobility Startup Program ('**Leading Mobility**') is operated by Magna Services of America Inc. ('**Magna**') of 750 Tower Drive, Troy, Michigan 48098, United States of America, in collaboration with StartUs GmbH ('**StartUs**') of Mariahilferstraße 136, Office 1.01, 1150 Vienna, Austria.

By applying to participate in Leading Mobility, you are deemed to accept these terms and conditions. These terms and conditions apply as from 6/28/2018.

### **1) Who can participate in Leading Mobility?**

Leading Mobility is open to start-up entities ("**applicants**") who have an innovative technology or solution.

To participate, an applicant must be a legal entity (Inc., LLC, GmbH, etc.), regardless of industry focus.

To participate in Leading Mobility, the applicant must own, at the time of application and throughout their participation in Leading Mobility, the rights to deploy any idea, solution, technology, product and/or service which they put forward in connection with an application to participate in Leading Mobility. Magna reserves the right to request evidence of the ownership of relevant rights and to terminate any applicant's participation in Leading Mobility, where Magna is not satisfied as to ownership of the relevant rights (in its sole discretion).

Applicants must ensure that their participation in Leading Mobility does not breach (and would not cause Magna or StartUs to breach) any applicable laws or regulations in their country of residence.

Magna reserves the right to verify applicants' eligibility to participate in Leading Mobility and their acceptance of these terms and conditions. Magna may request information necessary for such purpose (which may, without limitation, include signed acceptance of these terms and conditions and/or the certificate of incorporation (or similar documentation) for any legal entity submitting an application to participate in Leading Mobility). Applicants shall provide such information as may be requested by Magna, in English, and as otherwise required by Magna, in connection with such purpose.

### **2) What does Leading Mobility cover?**

Leading Mobility covers mobility as a whole and, specifically, 4 key objectives:

1. Electrification - Electromobility will be an essential component of future mobility. Vehicles become more than just the vehicle – driving as efficiently and economically as possible.
2. Autonomous Driving – This objective refers to technologies, such as sensors and processors, which enable self-driving vehicles. Some functions include Adaptive Cruise Control & Advanced Parking Assistance.
3. Connectivity – Increased demand for connectivity and reliability calls for increased effort in the areas of urbanization, safety, and cybersecurity.
4. New Mobility – This is a great opportunity for technologies and services which offer improved quality, timing or cost of the mobility experience.

Applicants can apply to participate in Leading Mobility with an idea, solution, technology, product and/or service relating to any of these objectives or any other aspect of mobility.

### **3) How do we apply?**

Please go to <https://connect.startus.cc/magna-startup-program/> to complete the application on-line. Applicants can attach a pitch deck to their application if they wish (but it is not compulsory) and will be required to click to accept these terms and conditions before submitting their application.

### **4) Is there a deadline?**

There is no deadline for applications. You are welcome to get in touch from now on. Leading Mobility is intended to be an ongoing effort aimed at shaping the future of the transportation industry - if Magna decides to change or end it in the future, then we will provide notice in advance on this website.

### **5) Is there a cost to apply?**

It is free to apply to participate in Leading Mobility. However, applicants are responsible for any costs incurred in applying or participating, including any costs incurred in preparing or submitting an application or attending any follow-up meetings, events or activities.

### **6) Based on what criteria does Magna decide whether or not to go further with my start-up?**

Some of the criteria which Magna considers in deciding whether to go further with any particular applicant include:

- Uniqueness and creativity – the level of innovation in the proposed technology, product or service and whether it represents a significant step forward in technology;

- Technology readiness level; and
- Business model – capability of the applicant to support the development of the proposed technology, product or service.

Magna may also share applications with a group company or affiliated entity of Magna if it believes that the application may be of greater interest to that party.

However, whether or not the applicant meets the above criteria (and whether or not Magna shares the application with a group company or affiliated entity), there is no guarantee of future collaboration with, investment or assistance from Magna or any group company or affiliated entity of Magna. Any such future collaboration, investment and/or assistance is in the sole discretion of Magna (or the relevant group company or affiliated entity) and would (if applicable) be subject to a separate formal contract agreed between Magna (or the relevant group company or affiliated entity) and the applicant.

### **7) Is this a competition?**

This is not a competition and there are no prizes to be awarded. Magna evaluates applications to decide whether (in its sole discretion) it would be interested in setting up an introductory meeting with the applicant or monitoring progress further.

### **8) What are the rules of the road in relation to confidentiality and intellectual property?**

All applicants who wish to apply to participate in Leading Mobility must agree to the principles set out below.

Confidentiality is not guaranteed in any way. If an applicant wishes to keep elements of their concept or idea confidential, they should not include that information in their application.

Non-Disclosure Agreements (NDAs) between an applicant and Magna or StartUs will not be allowed as part of the application or any introductory meeting resulting from the application. Further discussions after that stage may be subject to an appropriate, mutually agreed NDA.

Nothing in these terms and conditions will affect Magna's or any applicant's ownership of any intellectual property rights. Applicants are required to grant Magna, its group companies and affiliated entities and StartUs only such rights as are required to evaluate the application as part of Leading Mobility, to participate in discussions in relation to the application and to monitor and re-evaluate the applicant's progress.

Applicants represent and warrant that their application and the idea, solution, technology, product and/or service presented in their application is owned by them, does not include any rights owned by a third party and did not involve the participation or assistance of sub-contractors, suppliers or any third party. Applicants further warrant that their application and

the idea, solution, technology, product and/or service presented in their application does not infringe any third party rights (including intellectual property rights). APPLICANTS SHALL INDEMNIFY MAGNA AND STARTUS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES) OR LIABILITIES ARISING AS A RESULT OF A BREACH OF THE WARRANTIES INCLUDED IN THIS SECTION.

## **9) What is the position on liability?**

All applicants who wish to apply to participate in Leading Mobility must agree to the principles set out below.

It is free of charge to apply to participate in Leading Mobility. StartUs, Magna and its group companies and affiliated entities therefore do not (to the maximum extent permitted under applicable law) accept any liability to any applicant whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these terms and conditions or otherwise in connection with Leading Mobility.

To the maximum extent permitted under applicable law, StartUs and Magna and its group companies and affiliated entities shall not have any liability to any applicant whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with Leading Mobility or these terms and conditions for any loss of profit or economic loss (direct or indirect), or indirect or consequential loss suffered by the applicant or any other person howsoever arising.

To the maximum extent permitted under applicable law, StartUs and Magna and its group companies and affiliated entities do not assume any liability, and each of them shall have no liability or obligation whatsoever for disclosure of information provided by an applicant as part of an application or otherwise during the course of their participation in Leading Mobility.

To the maximum extent permitted under applicable law, StartUs and Magna and its group companies and affiliated entities shall not have any liability under these terms and conditions or in relation to Leading Mobility in relation to any matters which are outside of their reasonable control.

Applicants shall be solely responsible for any and all costs incurred in connection with participation in Leading Mobility.

Nothing in these terms and conditions shall serve to limit or exclude StartUs' or Magna's or its group companies or affiliated entities' liability for:

- a) death or personal injury arising from their negligence: or
- b) fraud;
- c) liability under the Product Liability Act in Germany (or under any other applicable product liability legislation for which liability may not be excluded or limited under the applicable law);

- d) for damages caused intentionally or through gross negligence; or
- e) for any other matter which cannot be limited under applicable law.

In case of slight negligence, Magna shall only be liable for breaches of fundamental contractual obligations and only for typical and foreseeable damages.

EACH APPLICANT SHALL KEEP STARTUS AND MAGNA AND ITS GROUP COMPANIES AND AFFILIATED ENTITIES INDEMNIFIED IN FULL AND ON DEMAND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, ACTIONS, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, LEGAL AND OTHER PROFESSIONAL ADVISER'S FEES AND DISBURSEMENTS, ECONOMIC LOSS AND LOSS OF PROFIT (DIRECT OR INDIRECT), INDIRECT LOSS OR CONSEQUENTIAL LOSS) RESULTING DIRECTLY OR INDIRECTLY FROM (A) THE APPLICANT'S FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS; OR (B) ANY CLAIM OR ALLEGATION BY A THIRD PARTY THAT THE APPLICANT'S APPLICATION OR ANY OTHER MATERIALS SUBMITTED BY THE APPLICANT INFRINGE THAT PARTY'S RIGHTS OR BREACH ANY APPLICABLE LAWS.

**10) In what circumstances could Magna terminate a start-up's participation in Leading Mobility?**

Magna reserves the right to discount any application or to terminate any applicant's participation in Leading Mobility, in the unlikely event that an applicant or any person representing the applicant:

- a) fails to comply with these terms and conditions;
- b) causes embarrassment to Magna or StartUs, or other participants involved in Leading Mobility, for example, by inappropriate or offensive behaviour (the final decision on acceptability rests with Magna);
- c) provides false or inaccurate information or fails to demonstrate (to Magna's satisfaction) ownership of the rights to the technology, product and/or service presented as part of the application;
- d) fails to deliver the offer to an acceptable standard as detailed in the applicant's application;
- e) does not comply with any applicable laws or regulations (or whose application does not comply with any applicable laws or regulations); or
- f) provides false or inaccurate information about their legal status, capacity or eligibility under these terms or fails to demonstrate (to Magna's satisfaction) their legal status, capability or permission, as required in section 1) of these terms and conditions.

If any of the above circumstances arise, an applicant may be excluded from involvement or further involvement in Leading Mobility.

**11) Will you provide notice of changes or cancellation?**

Magna reserves the right to cancel, change or reschedule any or all activities associated with Leading Mobility or the process set out in these terms and conditions or to cancel, terminate, modify or suspend Leading Mobility or this process as a whole or in part. Magna shall provide

notice of any changes to terms and conditions, deadlines or dates and/or any termination, suspension or cancellation of Leading Mobility or the process set out in these terms and conditions by publishing the information at <https://connect.startus.cc/magna-startup-program/>.

**12) What other legal terms apply to participation in this process?**

- a) Each applicant will be responsible for any tax liability arising as a result of its participation in Leading Mobility. Neither StartUs nor Magna (nor any of Magna's group companies or affiliated entities) shall have any liability in respect of any such tax liability.
- b) All individuals completing an application on behalf of a legal entity must have permission from their legal entity to apply, to accept these terms and conditions in full on behalf of their legal entity and to disclose all of the content of their application, together with any other information provided to StartUs, Magna and/or its group companies or affiliated entities.
- c) No applications will be returned.
- d) APPLICANTS MAY BE ASKED TO CONSENT (AND TO PROCURE THE CONSENT OF ANY INDIVIDUAL NAMED IN THEIR APPLICATION) TO THE USE OF THEIR NAME, LIKENESS AND/OR CONTENT INCLUDED IN THEIR APPLICATION IN MAGNA'S (AND ITS GROUP COMPANIES' AND AFFILIATED ENTITIES') AND STARTUS' PUBLICITY REGARDING LEADING MOBILITY, WITHOUT THE NEED FOR FURTHER APPROVAL AND WITHOUT COMPENSATION.
- e) No applicant may assign or transfer any or all of its rights under these terms and conditions to any third party, without Magna's prior written consent.
- f) These terms and conditions set out the entire agreement between Magna and each applicant and override any prior correspondence or representations relating to its subject matter. All applicants acknowledge that they have not submitted their application and do not participate in Leading Mobility in reliance on any warranty, statement, promise or representation other than those set out in these terms and conditions.
- g) No applicant will have a claim against StartUs or Magna for a misrepresentation (unless that misrepresentation was made fraudulently) or any warranty other than those set out in these terms and conditions.
- h) If any provision of these terms and conditions is ruled to be invalid for any reason, that invalidity will not affect the rest of these terms and conditions which will remain valid and enforceable in all respects.
- i) Any variation to these terms and conditions must be in writing and signed by Magna's authorised signatory.
- j) StartUs and Magna group companies and affiliated entities have the benefit of and shall have the right to enforce any provision of these terms and conditions directly against any applicant. However, Magna shall have the right to vary any contract formed with an applicant on the basis of these terms and conditions without the consent of StartUs or any such Magna group company or affiliated entity.
- k) **THE AGREEMENT WITH EACH APPLICANT FORMED ON THE BASIS OF THESE TERMS AND CONDITIONS IS INTENDED TO BE LEGALLY BINDING. THIS AGREEMENT AND ANY ISSUES, DISPUTES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH IT (WHETHER**

**CONTRACTUAL OR NON-CONTRACTUAL IN NATURE) SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH THE LAW OF ENGLAND AND SUBJECT TO THE NON-  
EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.**

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