

“Power Up with E-mobility” Challenge Terms and Conditions

te.com

The “Power Up with E-mobility” Challenge is organized by TE Connectivity Solutions GmbH (“TE”), on behalf of itself and its Affiliates, having a place of business at Mühlenstrasse 26, 8200 Schaffhausen, Switzerland, in cooperation with StartUs GmbH (“StartUs”) of Mariahilferstraße 136, Office 1.01, 1150 Vienna, Austria.

By applying to participate in this Challenge, you are deemed to accept the following terms and conditions, applicable as of September 6th, 2022.

1. Eligibility

- A) To participate, an applicant must be a legal entity (Inc., LLC, GmbH, etc.) or a university research team, regardless of industry focus and their principal place of business (hereinafter defined as “Applicant” or “Entrant”).
- B) Entrants must own unencumbered, at the time of application and throughout the Challenge, the rights to deploy any idea, solution, technology, product and/or service which they put forward in connection with their entry into the Challenge. TE reserves the right to request evidence of the ownership of relevant rights and to disqualify in its sole discretion any entrant, where TE is not satisfied as to ownership of the relevant rights. Applicants shall indemnify TE and StartUs against any claims, demands, actions, losses, costs, expenses (including reasonable legal expenses) or liabilities arising as a result of a breach of this section.
- C) TE reserves the right to verify entrants' eligibility to enter the Challenge and may request information necessary for such purpose (which may include suitable evidence of identity and age, signed acceptance of these terms and conditions (including the collection, storage, transfer, and processing of personal data described in these terms and conditions) and/or the certificate of incorporation for any corporate entity applying to enter the Challenge. Entrants shall provide such evidence and information as may be requested by TE translated into English and as otherwise required by TE, in connection with such purpose.
- D) TE reserves the right to verify the consent of any individual named in any application for entry to these terms and conditions and to the use of their personal data in accordance with Section 10 and

11(e). Entrants shall provide such evidence and information, in English, as may be requested by TE, in connection with such purposes.

E) For the sake of fairness and to avoid any conflicts of interest the following people may not enter the Challenge:

- Any TE employee
- Employees, including relatives, of any company which is in a financial business relationship with TE
- Employees, including relatives, of wholly or partially state-owned enterprises
- Anybody, including relatives, who has been involved in the Challenge
- Any other people who might have a conflict of interest – e.g. contractors, interns, apprentices, students working for TE – throughout the Challenge.

2. Focus Areas

The Challenge covers the four following areas:

- Focus Area **“Connect”**: TE is looking for next-generation connectivity solutions that are faster, smaller, more reliable, and more efficient. How do you get more out of less?
- Focus Area **“Protect”**: Pushing the boundaries on power and power density, also in combination with increased high-speed data communication, need to be carefully managed. How do you make E-mobility safer?
- Focus Area **“Sense”**: Data can help to improve almost everything – what insights do you generate to boost the performance of E-mobility solutions?
- Focus Area **“Other”**: Do you help advance electric mobility in another way? Do not hesitate to apply! TE is always interested in innovative technologies that enable the future of E-mobility.

3. Application

- A) Applications to enter the Challenge may be submitted no later than November 4th, 2022.
- B) Applications received after November 4th, 2022 will not be considered.
- C) The Challenge is free to enter. However, entrants are responsible for any and all costs incurred, including time and material, in preparing or submitting an application.
- D) In order to enter the Challenge, you need to complete the application form. The form can be completed in relation to any one of the four Focus Areas of the Challenge.

To submit your application, please visit:

<https://connect.startus.cc/power-up-with-e-mobility-a-te-connectivity-start-up-challenge/>

- E) Each applicant is allowed to submit only one application for the Challenge. If an applicant would like to share further possible application options, they may do mention this under the last question of the Application Form "Is there anything else you would like to share with the TE team?"

4. Selection and Criteria for Selecting Six Finalists

- A) The judging panel has the option to announce up to six finalists for the mentioned Focus Areas in November 2022. Finalists will be notified using the e-mail address provided in their respective applications.
- B) Applications will be assessed based on the following criteria set by TE:
- a. Uniqueness and creativity: the level of innovation in the proposed technology, product and/or service and whether it represents a significant step forward in technology;
 - b. Technology readiness level;
 - c. Added value, potential and customer benefit (e.g. usability, practical relevance), and
 - d. Business model – capability of the entrant to support the development of the proposed technology, product, or service.
- C) The judging panel for selecting the six finalists of the Challenge will consist of TE subject matter experts from the E-Mobility team and global representatives from business and technology functions. The judging panel's decision will be final, and it is sovereign, therefore not required to provide reasons for its choice.

5. Pitch Event, Collaboration Session, and Selection of Challenge Winner

- A) The six finalists will be invited to a TE internal pitch event which will take place as a virtual online meeting on **Tuesday, Dec 6th**. The finalists will have the opportunity to highlight their technology in a 10 min pitch followed by 5 min Q&A with the audience. The audience will consist of TE senior representatives from various functions (Product Management, Strategy, Engineering, Manufacturing, Marketing, Mergers & Acquisition, etc.) as well as TE expert engineers.
- B) After the pitch event each finalist will be matched with 3-4 pre-selected TE engineers for a virtual collaboration session, and the overall time window of this teamwork is 40 hours. The goal is to apply the applicants' technology to either a new or improved product, process, or service.

- C) The teams, applicants together with the TE engineers, decide on their own, when (based on location/ availability/ time zones, etc.) and how often/ how long they get together to brainstorm, refine their ideas, and prepare a pitch presentation for their proposal of choice.
- D) On Thursday, Dec 8th, these proposals will be presented in a second pitch event. The format (10 min presentation + 5 min Q&A) and the audience will be the same as for the first pitch event.
- E) During this second pitch event, presentations will be judged in real time by the jury, and shortly after the end of the pitch event, the final winner will be announced.
- F) For the winning criteria see above at 4. B) There will be **one final winner**, and the chances of being selected as winner are independent of the Focus Area that the application addresses.
- G) The judging panel for selecting the final winner of the Challenge will consist of TE senior representatives from business and technology functions. The judging panel's decision will be final, and TE is not required to provide detailed insights on how the scoring is calculated.

6. Prizes

- A) One winner will receive the equity-free cash prize of \$30,000, no strings attached. The prize may be subject to taxes under local legislation.
- B) All six finalists have the option of engaging in subsequent proofs-of-concept or pilot programs with any of the various functions present during the pitch events (see 5. D)). Being a finalist in the Challenge, however, does not provide any guarantee of future collaboration with TE, or investment or assistance from TE. Any such future collaboration, investment, and/or assistance is in the sole discretion of TE and would (if applicable) be subject to a separate formal contract agreed upon between TE and the relevant company or organization.

7. Intellectual Property

- A) Confidentiality is not guaranteed in any way and should not be expected. If an entrant wishes to keep elements of their concept or idea confidential, the applying organization should not include that information in their application.
- B) Non-Disclosure Agreements (NDAs) between an applicant and TE or StartUs will not be allowed as part of the application or any introductory meeting resulting from the application. Further discussions after that stage, e.g. the collaborative stage of the finalists with TE engineers, may, at TE's sole discretion, be made subject to an appropriate, mutually agreed NDA.
- C) Nothing in these terms and conditions will affect TE's or any applicant's ownership of any intellectual property rights. Applicants are required to grant to TE, its group companies, affiliated entities, its

customers, its agents, or any other party or entity deemed to have a need to know at TE's sole discretion and judgement without requiring further inputs or confirmations from any party; and StartUs, such rights as are required to evaluate the application as part of the "Power Up with E-Mobility" Challenge, to participate in discussions in relation to the application, to monitor and re-evaluate the applicant's progress.

- D) 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 nor is encumbered by any rights owned by a third party, and that Applicants did not solicit in any way obtain the participation or assistance of any subcontractors, 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 any industrial or intellectual property rights). Applicants shall indemnify TE 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.

8. Liability

The Challenge is free to enter and, save for delivery of the prizes to the winners and as otherwise set out in this Section 8, StartUs, TE and its affiliates do not (to the maximum extent permitted under applicable law) accept any liability to any entrant whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these terms and conditions or any entrant's participation in the Challenge.

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

To the maximum extent permitted under applicable law, TE and its affiliates and StartUs do not assume any liability, and each of them shall have no liability or obligation whatsoever for disclosures of information provided by an entrant as part of an application or otherwise during the course of the Challenge.

To the maximum extent permitted under applicable law, TE and its affiliates and StartUs shall not have any liability under these terms and conditions or in relation to the Challenge in relation to any matters which are outside of their reasonable control.

Entrants shall be solely responsible for any and all costs incurred in connection with participation in the Challenge or the claiming or use of any prize. Nothing in these terms and conditions shall serve to limit or exclude TE's or its affiliates' or StartUs' liability for:

- death or personal injury arising from their negligence;
- fraud;
- liability under the Product Liability Act in Switzerland (or under any other applicable product liability legislation for which liability may not be excluded or limited under the applicable law);
- damages caused intentionally or through gross negligence; or
- any other matter which cannot be limited under applicable law.

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

Each entrant shall keep TE and its affiliates and StartUs 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 entrant's failure to comply with these terms and conditions; or (b) any claim or allegation by a third party that the entrant's application or any other materials submitted by the entrant infringe that party's rights or breach any applicable laws.

9. Disqualification

TE reserves the right to withdraw any entrant from the Challenge at any time, in the unlikely event that an entrant or any person representing the entrant:

- A) fails to comply with these terms and conditions;
- B) causes embarrassment to TE or StartUs, or other participants involved in the Challenge, for example, by inappropriate or offensive behavior (the final decision on acceptability rests with TE);
- C) provides false or inaccurate information or fails to demonstrate (to TE'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 entrant'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 TE'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 entrant may be excluded from involvement or further involvement in this Challenge.

10. Personal Data

TE and StartUs will collect certain information from the entrant as is necessary for administering this Challenge. In the submission the entrant will be asked to provide information on the identity of the entrant and on the founders of the entrant, as well as contact information and details about the actual entry. This information constitutes personal data if and when it relates to an identified or identifiable individual. TE and StartUs require this personal data to administer the Challenge, for the purposes set out in Section 11 below, to be able to contact the finalists for pitch invitations, the winner for prize awarding, and for contacting entrants about potential future collaboration. The personal data will not be used for any other purpose. It will be transferred to and stored by StartUs and by TE.

TE and StartUs will keep the personal data for the duration of administration of this Challenge, the prize awarding and for further evaluation with reference to (future) collaborations.

If the entrant or any person whose personal data is disclosed in the submission, does not want the personal data necessary for the submission to be transferred to TE or to StartUs and stored, it cannot and should not participate in the Challenge. Any entrant entering personal data of another entrant in the submission is required to ensure that the other entrant has consented to this use of their personal data.

Entrants are advised to review Section 10 carefully and confirm that they agree with the collection, processing, transfer and use of their personal data described therein before entering the Challenge.

Furthermore, entrants explicitly agree that the documents, materials, and data submitted for participation in the Challenge may be relayed to the judging panel, and that the judging panel may

process them exclusively within the framework and for the purpose of the Challenge. This consent may be revoked at any time by e-mail to joela@startus-insights.com. Revoking consent will result in exclusion from participation in the Challenge. If the entrant has any questions, it can contact TE or StartUs, please see Section 11 concerning main contact data.

11. Miscellaneous

- A) Each Challenge winner will be responsible for any tax liability arising as a result of the receipt of the prize. Neither TE nor StartUs shall have any liability in respect of any such tax liability.
- B) All entrants into the Challenge entering on behalf of an organization or in the course of their employment must have permission from their organization/employer to enter, to accept these terms and conditions in full on behalf of their organization/employer and to disclose all of the content of their application, together with any other information provided to StartUs, TE and any other member of the judging panel.
- C) There is no cash alternative to any non-cash part of the prize.
- D) No applications will be returned.
- E) Entrants' consent (and shall procure the consent of any individual named in their application) to the use of their name, likeness and content included in their application in TE's and StartUs' publicity regarding the Challenge, without the need for further approval and without compensation. The finalists' further consent to the use of their names (and the names of the people included in their application) in a list of finalists published by TE and/or StartUs.
- F) No entrant may assign or transfer any or all of its rights under these terms and conditions to any third party, without TE's prior written consent.
- G) TE reserves the right, if justified by circumstances, of postponing or canceling the Challenge.
- H) These terms and conditions set out the entire agreement between TE and each entrant and override any prior correspondence or representations relating to its subject matter. All entrants acknowledge that they have not entered the Challenge in reliance on any warranty, statement, promise or representation other than those set out in these terms and conditions.
- I) No entrant will have a claim against TE or StartUs for a misrepresentation (unless that misrepresentation was made fraudulently) or any warranty other than those set out in these terms and conditions.
- J) 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.

- F) Any variation to these terms and conditions must be in writing and will be communicated by TE on <https://connect.startus.cc/power-up-with-e-mobility-a-te-connectivity-start-up-challenge/>
- G) StartUs has the benefit of and shall have the right to enforce any provision of these terms and conditions directly against any entrant.
- H) Entrants may send in inquiries at any time to the following address: joela@startus-insights.com.
- I) The agreement with each entrant formed based on 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 LAWS OF SWITZERLAND AND SUBJECT TO THE NONEXCLUSIVE JURISDICTION OF THE SWISS COURTS.

ABOUT TE CONNECTIVITY

TE Connectivity is a global industrial technology leader creating a safer, sustainable, productive and connected future. Our broad range of connectivity and sensor solutions, proven in the harshest environments, enable advancements in transportation, industrial applications, medical technology, energy, data communications and the home. With approximately 80,000 employees, including more than 7,500 engineers, working alongside customers in approximately 140 countries, TE ensures that EVERY CONNECTION COUNTS. Learn more at www.te.com and on [LinkedIn](#), [Facebook](#), [WeChat](#) and [Twitter](#).