

## KIC-Europe

### KIC's STARTUP MEMBERSHIP Package

This **KIC's STARTUP MEMBERSHIP PACKAGE** is entered into as of the date set forth on the signature page hereto (the "Effective Date"), by and between KIC-Europe, located at Rue de la Science 14, 1<sup>st</sup> Floor, 1040 Brussels (Belgium), and the Company or individual listed on the signature page hereto ("Participant").

WHEREAS: KIC-Europe operates services for Korean entrepreneurs, offering its services and use of facilities to selected startups and companies.

WHEREAS: Participant is a Korean entrepreneur or company which has been selected to participate in KIC's STARTUP MEMBERSHIP PACKAGE.

KIC-Europe and Participant agree as follows:

1. ENROLLMENT
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During the time in which Participant is enrolled in the KIC's STARTUP MEMBERSHIP, Participant will be eligible to receive, solely on an available basis:

- A. Access to online tools and facilities;
- B. Participation with peers in company building exercises;
- C. Receive free mentorship by experienced mentors on business development;
- D. Exclusive opportunities to meet early stage investors and investor groups;
- E. Discounted or free services offered by third party providers; and
- F. Certification as a KIC's Startup Alumni

2. TERMS
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This membership service is merely served to you for a collaborative and efficient support, promoting your company in the European entrepreneurial ecosystem, being eligible for the benefits listed under Section 1.

The Term of the KIC's STARTUP MEMBERSHIP is 12 months from the effective date, automatically renewable after the termination hereof.

To be entitled for receiving this array of services, you must submit to KIC-Europe your company information and materials in a timely manner. This may include business plans, pitch decks, financial information, requirements and expectations from KIC-Europe. You'll also be asked to communicate regularly with KIC-Europe's personnel to complete the assigned tasks.

### 3. CONFIDENTIALITY

A. Definition of Confidential Information. "Confidential Information" means any non-public information that relates to the actual or anticipated business and/or products, research or development of KIC, including technical data, trade secrets, know-how, research, product plans, or other information regarding a Disclosing Party's products or services and markets therefor, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by a Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection rights granted to Participant. The fact that a person is participating or has participated in the KIC's STARTUP MEMBERSHIP shall be considered Confidential Information hereunder. Notwithstanding the foregoing, Confidential Information shall not include any such information which Participant can establish (i) was publicly known or made generally available prior to the time of disclosure to Participant; (ii) becomes publicly known or made generally available after disclosure to Participant through no wrongful action or inaction of Participant; or (iii) is in the rightful possession of Participant, without confidentiality obligations, at the time of disclosure as shown by Participant's then-contemporaneous written records.

B. Nonuse and Nondisclosure. During and after the term of this Agreement, Participant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Participant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for Participant's participation in the KIC's STARTUP MEMBERSHIP, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Disclosing Party. Participant may disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, Participant shall provide prior written notice to such Disclosing Party and seek a protective order or such similar confidential protection as may be available under applicable law. Participant agrees that no ownership of Confidential Information is conveyed to Participant by any Disclosing Party. Each Disclosing Party (other than KIC) is an express third party beneficiary of this Section 4.B. Participant agrees that Participant's obligations under this Section 4.B shall continue after the termination of this Agreement.

### 4. TERMINATION

A. KIC-Europe's Right to Terminate. Notwithstanding anything in this Agreement to the contrary, KIC-Europe reserves the right to terminate Participant's participation in the KIC's STARTUP MEMBERSHIP: (i) for Participant's breach of this Agreement; (ii) for Participant's conviction or plea of nolo contendere to any felony; (iii) if necessary or advisable to comply with applicable law, including without limitation state and federal securities laws; (iv) for Participant's breach of KIC-Europe's rules and regulations as they pertain to the KIC's STARTUP MEMBERSHIP and use of facilities; or (v) for any action or inaction by Participant that, in the good faith determination of KIC-Europe, adversely affects, or otherwise reflects negatively on, KIC-Europe, or the KIC's STARTUP MEMBERSHIP.

B. Termination upon Death. Participant's participation in the KIC's STARTUP MEMBERSHIP shall automatically terminate upon Participant's death.

C. Effect of Termination. Upon Participant's termination from the KIC's STARTUP MEMBERSHIP, Participant will no longer be eligible for the benefits listed under Section 1.

5. MISCELLANEOUS
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A. Term. The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the duration of the Term or Participant's earlier termination from the KIC's STARTUP MEMBERSHIP. Sections 4, 5 and 6 shall survive any termination of this Agreement.

B. Governing Law. This Agreement shall be governed by the laws of Belgium, without regard to the conflicts of law provisions of any jurisdiction.

C. Assignability. This Agreement will be binding upon Participant's assigns, administrators, and other legal representatives, and will be for the benefit of KIC-Europe, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Participant may not sell, assign or delegate, including without limitation by gift, will, devise or intestate succession, any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, KIC-Europe may assign this Agreement and its rights and obligations under this Agreement to an affiliated government agency of the Republic of Korea.

D. Promotional Materials. KIC-Europe may use Participant's name, likeness, image and quotes, and the names of any company formed by Participant during the Term, in promotional materials, including press releases, presentations and customer references regarding the KIC's STARTUP MEMBERSHIP.

E. Reservation of Rights. KIC-Europe reserves the right to change the terms and conditions of Participant's participation in the KIC's STARTUP MEMBERSHIP.

**IN WITNESS WHEREOF**, the undersigned have executed this **KIC'S STARTUP MEMBERSHIP PACKAGE** as of the Effective Date below.

Effective Date:

KIC-EUROPE  
By:  
Printed Name:  
Title:  
Address:

PARTICIPANT  
By:  
Printed Name:  
Title:  
Address: