

The Consent Form for the Participants of the 12th CIAT Accelerator Program in Taiwan

I, (the
"Participant"), hereby consent to participate in the 12th CIAT Accelerator
Program (the "Program"), which is held by the Cloud Computing & IoT
Association in Taiwan (the "Organizer") and executed by the StarFab
Accelerator (the "Executive"). The Participant acknowledges and agrees
that the Program shall be conducted based on the contest rules and terms
stated below.

1. The Participant agrees to participate in the Program and comply with the terms in the Consent Form, the contest rules, any announcement, and any decision made by the Organizer and the Executive. The Participant guarantees the information submitted for the Program is true and accurate, and the Participant will accept the result announced by the Program.

For the Participant who violates the rules or terms above, the Organizer has the right to disqualify the Participant from the Program and relevant awards. Furthermore, if the Participant commits a material breach to the terms hereof or causes any damages to the Program, the Participant shall compensate to the Organizer and the Executive for related damages, including litigation cost and attorneys' fees.

2. If the Participant participates as a team, the leader and the members of the team must all be 20 years old by the date of the application deadline. If the Participant participates as an individual, the individual will be regarded as the leader of its team. In the case that the Participant participates as a team, the Organizer, the Executive, and the Enterprise

Mentor will deliver all the notifications, instructions, and awards to the leader.

3. The Participant shall warrant that the project proposal (the "Entry") is neither plagiarized nor consists of any works that has alleged infringement upon other's rights. Moreover, the Participant must inform the Organizer and the matched Enterprise Mentor in detail beforehand if the Participant participates in other similar programs or receives any kind of assistance, subsidy, reward, or investment from other organizations or businesses during the Program.

In the event that any of the scenarios under this provision occurs, the Participant shall bear full responsibility for their acts; the Organizer, the Executive, and the Enterprise Mentor shall not bear any responsibilities thereof.

Furthermore, if the Participant provides any misrepresented information, violates any rules/regulations, or infringes on others' rights, the Participant should be fully liable for the damages and be disqualified from the Program, and shall not be eligible to receive relevant awards.

- 4. The Participant agrees to engage the Executive as a consultant, agreeing upon the terms of the consultant contract within 10 days after successfully matching with the Enterprise Mentor in the Semi-Finals to obtain consultant services during the Program. The terms of the consultant contract will be otherwise agreed between the Participant and the Executive.
- 5. During the period of mentorship before the Demo Day, the Participant should obtain consent from their Enterprise Mentor for the choice of the Participant's business partners if the collaboration is in any way related to the Entry. Furthermore, where any intellectual property (IP)

right has been conceived or created during the cooperation between the Enterprise Mentor and the Participant, the owner of the IP right thereof shall be decided by a separate contract between the two parties.

- 6. Participants qualified to participate in Demo Day shall be eligible to be selected by a panel of judges to receive Demo Day awards.
- 7. The Participant of the Demo Day shall reserve at least 10% of the preemptive right to their Enterprise Mentor in the latest equity financing offering after Demo Day. Additionally, both parties should sign the term sheet for the investment within one year of the announcement of award on Demo Day.
- 8. Upon receiving notification of qualifying for Demo Day, until the actual Demo Day, the Participant shall inform the Enterprise Mentor in advance before accepting any kind of investment (including signing the term sheet and investment agreement, "External Investment"). Any Participant that does not comply with the requirements of this article will be disqualified from the Program.
- 9. The Participant agrees to authorize, permanently and free of charge, to the Organizer and the Executive for the use of personal information, image, trademark, entry, and document provided during the participation in this Program, so that the Organizer and the Executive can make use of and re-authorize others to make use of administering, publishing, promoting, experience sharing, reporting to government, demonstrating, or using on related projects.
- 10. The Participant agrees to submit the written materials in each stage, attend mandatory events, and Demo Day by following the requirement of the Organizer. More details of the requirement in the Program should refer to the announcement on the official website. Any

Participant that does not comply with the requirements of this article will be disqualified from the Program.

11. During the period of the mentorship, the Participant shall be disqualified from participating in Demo Day if any of the following situations occur: (a) The Participant has been absent from the activity of the Program; (b) The team of the Participant has been dissolved; (c) The Participant changes or adjusts the topic of the project proposal; (d) The Participant has trouble in communicating effectively with the Enterprise Mentors; or (e) Any other situations in which there is no possibility of cooperation with the Enterprise Mentor.

The decision of the disqualification will be made after the Executive discusses with the Enterprise Mentor. The list of Participants qualified for Demo Day will be announced on the official website by October 2023.

- 12. The Participant shall exercise due care as a prudent administrator to maintain the confidentiality of the proprietary information exposed to or obtained from the Organizer, the Executive, the Enterprise Mentors. Without written consent, the Participant shall not disclose or provide such results and proprietary information to any third party.
- 13. If any technical or non-technical problems occur during the Program or any matter beyond the Executive's reasonable control that affects the presentation or Demo Day to proceed normally, the Executive may terminate, postpone, or modify arrangements for the Participant's presentation on Demo Day at any time.
- 14. For the sake of fairness and the need of evaluation, the Organizer and the Executive may request the Participant to provide additional information regarding their products and services.



- 15. The Participant fully acknowledges that the Organizer and the Executive do not guarantee the availability and the completeness of any equipment, computer cable, or network and the environment. If the Organizer and the Executive provide the Participant with related equipment, open space, and public facilities, the Participant shall exercise the due care as a prudent administrator to keep and manage it. Any damages or losses of the equipment and public facilities shall be repaired or reimbursed by the Participant within a reasonable time.
- 16. Any issues and disputes arising between the Participant and the Enterprise Mentor shall be resolved solely between the Participant and the Enterprise Mentor, with no involvement from the Organizer and the Executive.

The Organizer and Executive reserve the right to amend or modify the rules of the Program at all times. Any modifications will be updated on the official website without further notice; the information on the official website should prevail.

- 17. If any clause or part of a clause under this Consent Form is held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining clauses.
- 18. The Participant agrees that any matter or dispute arising out of or related to the subject matter of the Consent Form or the Program shall be governed, construed, and enforced in accordance with the laws of Taiwan. Any dispute between the Parties shall be referred to Taiwan Taipei District Court.

Submitted to:

Cloud Computing and IoT Association in Taiwan



The Participant as a company

The Legal Representative:

(Signature)

Name:

Title:

Telephone:

Email:

Mailing Address:

Tax ID number:

The Participant as a team

The Leader:

Name: (Signature)

ID Number:

Telephone:

Email:

Mailing Address:

If the Participant has registered as a company, please fill in the information required below the title "The Participant as a company". If the Participant has not yet registered itself as a legal entity, please fill in the information below "The Participant as a team".

Date (YYYY/MM/DD):