

Terms and Conditions of Constructor Accelerator Program (Program)

Constructor Accelerator Program (“Program”), organized by the Entrepreneurship and Innovation Center of Constructor University Bremen gGmbH (“Constructor” or “We”), is designed to empower early-stage deep-tech, B2B SaaS and EdTech startups (“Startups”, “Participants” or “You”) by providing the tools, mentorship, and resources needed to transform groundbreaking ideas into scalable businesses.

Constructor aims to foster innovation and help Startups overcome early hurdles by offering tailored support, industry connections, and expert guidance. Whether You're developing cutting-edge technologies or revolutionizing business processes, this Program is your launchpad for growth and success.

By applying to or participating in the Program, You acknowledge and consent to the Terms and Conditions as outlined below (“Terms and Conditions”).

1. Eligibility, Selection & Fees

1.1 Applications are accepted through the <https://constructor.university/constructor-startup-accelerator> website for the Program during the window from February 12, 2025, to March 31, 2025.

1.2. The Program welcomes early-stage Startups from the global markets (the European Union, emerging markets, etc.) with minimum viable product (MVP) or ready-to-introduce technology focusing on B2B software, EdTech and deep technology. Applicants should have the required experience and competencies team.

1.3 At the sole discretion of the organizer committee, up to 50 Participants will be selected for the Program based on industry alignment, potential technology development, and team capabilities.

1.4 Applications will be reviewed until April 6, 2025 and the final list of Participants will be announced on or about April 7, 2025.

1.5 The program is free of charge for the selected Participants.

1.6 Other applicants will be granted access to the LMS platform (<https://constructor.app/>) on a free-of-charge model, where they can complete online video courses. After successfully completing the courses and recorded the final video pitch, they will receive a certificate from Constructor University (Entrepreneurship and Innovation Center).

2. Program Structure – Hybrid 8 weeks

2.1 The Program runs from April 7, 2025, to June 8, 2025.

2.2 Participants are required to attend all scheduled sessions, workshops, and mentorship meetings online during the 8-week Program. Constructor reserves the right to make changes to the Program structure before or during the Program.

2.3 At the end of the 8-week Program, the organizer committee, at its sole discretion shall select up to 30 shortlisted Participants, to participate in the Demo Day to be organized on the site of Constructor University Bremen gGmbH.

3. Demo Day Participation

3.1 Selected Participants are required to prepare and deliver a pitch on Demo Day (June 10, 2025), and agree to engage in networking with investors and potential partners during Demo Day.

4. Funding Opportunities

4.1 The winner(s) of the Demo-Day may be eligible for funding opportunities up to USD 100'000.- in return for a portion of their equity by Constructor Capital or other partner VC firms post-Demo Day.

Any investment shall be subject to a separate agreement between the selected Participants and Constructor Capital or such other partner VC firms.

5. Confidentiality & Privacy Control

5.1 Participants shall agree to hold all Confidential Information received during or in relation to the Program in confidence using reasonable security measures; and to use such Confidential Information only in connection with the Program.

Confidential Information means certain commercially valuable, proprietary and confidential information with respect to the Participants`, Constructor`s or the investor`s business, including without limitation, information that may relate to products, whether in distribution or under development, trade secrets, computer source code and object code, software and other product designs and specifications, methodologies, financial information and projections, data, developments, ideas, improvements, product and marketing plans, customer and vendor lists, and other oral, visual or written information that the disclosing party designates as confidential or proprietary at the time of disclosure or that, under the circumstances surrounding disclosure, or by the nature of the information, would reasonably be understood by the recipient to be confidential or proprietary, including without limitation any of the foregoing that is Confidential Information of the disclosing party`s customers, vendors, partners, licensors or other third party with respect to which the disclosing party has an obligation of confidentiality.

Confidential Information will not include information that

(a) is, was or becomes disclosed in a printed or web publication available to the public, is or was otherwise part of the public domain at the time of disclosure, or becomes publicly known through no wrongful act or omission on the part of recipient; (b) is or was known by the recipient at the time of disclosure; (c) is, was or becomes obtained by recipient lawfully from a third party who is not under an obligation of confidentiality to disclosing party and is not under any similar restrictions as to use; (d) is, was or becomes independently developed by or for recipient or its affiliates; or (e) is expressly indicated by the disclosing party as not being confidential. If any Confidential Information is required to be disclosed by a judicial or governmental order, recipient will, if legally permitted, promptly notify disclosing party, and

take reasonable steps to assist in contesting such order or in protecting disclosing party's rights prior to disclosure.

5.2 Participants consent to share with Constructor or potential investors non-confidential information about their startup for promotional purposes.

5.3 For the duration of the Program and 3 years thereafter, the Participants expressly agree that Constructor may share their contact information (including names, business details, and email addresses) with Constructor Capital and other potential investors, mentors, and industry partners as part of efforts to facilitate business growth and funding opportunities.

5.5 Constructor may use aggregated and anonymized data derived from the Participant's startups for reporting, research, and promotional purposes, provided that such data does not identify individual natural persons or disclose proprietary information.

5.6 The Participants consent to receive to the Constructor's mailing list for updates, communications, and opportunities related to the Program and its network. Participants may opt-out of non-essential communications after the conclusion of the Program by contacting Constructor per email under entrepreneurship@constructor.university.

5.5 Constructor and Participants agree to process and store personal and business information received during the Program in compliance with GDPR and any other applicable data protection laws, ensuring adequate measures to prevent unauthorized access, disclosure, or misuse of data.

6. Constructor Benefits

6.1 Constructor will have the right to use the Participants' Marks (as defined below) for worldwide marketing and promotional purposes to promote Constructor's brand and its connection with other accelerator programs.

6.2 Participants grant Constructor for itself and for its parents, affiliates, and direct and indirect subsidiaries, or its successors and assigns a worldwide, non-exclusive, non-transferable, royalty-free license to use (i) Participant's name; (ii) logo, including team name and logo (if different) ('Participants' Mark'); foto and video created during the Program or uploaded to the LMS platform (<https://constructor.app/>); solely for the purposes authorized by this Agreement.

6.3 At the request of Constructor, the Participant and Constructor shall draft at least one (1) endorsement or testimonial describing positive aspects of the Program that Constructor is eligible to use in their marketing materials to showcase the success of Program, especially on to share on Constructor' social media posts (e.g., Facebook, Twitter, Instagram).

6.4 Participants agree to join in events, conferences, or other marketing activities organized by Constructor to attract potential investors or partners.

7. Termination

7.1 Constructor reserves the right to terminate or discontinue the Program at any time upon its sole discretion.

7.2 Constructor further reserves the right to terminate a Participant's participation in the Program if the Participant violates any of these Terms and Conditions or if the Participant fails to meet any program milestones as determined by Constructor.

8. Disclaimers and Liability

8.1 Please read this section carefully since it limits the liability of Constructor and its parent, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

8.2 Your participation in the Program at your own risk. Without limiting the foregoing, to the maximum extent permitted under applicable law, CONSTRUCTOR DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. No advice or information, whether oral or written, obtained from any of the Constructor or through the Program will create any warranty not expressly made herein.

8.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSTRUCTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR PARTICIPATION IN THE PROGRAM; (ii) ANY CONDUCT OR CONTENT OF CONSTRUCTOR OR OTHER PARTICIPANT ON, THROUGH, OR ASSOCIATED WITH THE PROGRAM, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PROGRAM; OR (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

8.4 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONSTRUCTOR EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

8.5 THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT CONSTRUCTOR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.6 FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE

DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8.7 You agree to defend, indemnify, and hold harmless Constructor and its affiliates, subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your participation in the Program, including any data or content transmitted or received by you; (ii) your violation of any provision of these Terms and Conditions, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) your willful misconduct.

9. General Provisions

9.1 The failure of Constructor to enforce any right or provision of these Terms and Conditions will not be deemed a waiver of such right or provision. In the event that any provision of these Terms Terms and Conditions is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms and Conditions will remain in full force and effect.

9.2 Governing Law. These Terms and Conditions and any action related thereto will be governed by the laws of Germany without regard to or application of its conflict of law provisions or your country of residence. All claims, legal proceedings, or litigation arising in connection with the program will be brought solely in the courts located in Bremen, Germany, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

9.3 Dispute Resolution. In the event of a dispute, the parties shall seek to find an amicable settlement. The parties shall be entitled to seek preliminary or injunctive measures and remedies in any court of law having jurisdiction. Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) in force on the date on which the Notice of Arbitration is submitted. The number of arbitrators shall be one; The seat of the arbitration shall be Bremen, unless the parties agree on a city in another country. The arbitral proceedings shall be conducted in English.

Last updated: February 4, 2025