

ENTRY OF THIS APPLICATION FORM TO THIS PROGRAM CONSTITUTES YOUR ACCEPTANCE TO THESE TERMS AND CONDITIONS.

1. THE CONCEPT OF THE NORDIN PROGRAM

- 1.1. NORDIN is an 11 month long market access program to the Indian market for Danish SMEs. The program is designed to support and facilitate each step of the way to setting up business in India and thus strengthen Danish SMEs' position to access a distant, highly complex market. As a precondition, the first step includes mapping, screening and selection of Danish SMEs for the program. For the selected SMEs, the program involves market analysis, identification of potential partners and/or clients, facilitation of virtual meetings with potential partners and/or clients, implementation of Proof of Concepts (POCs), a trip to India with physical meetings, and follow ups after the trip to accommodate and support a successful entry into the Indian market.
- 1.2. The definitions in these Terms shall apply equally to the singular, plural, active and passive forms of the terms defined hereinafter:

Program meaning the NORDIN program as described above.

Administrator meaning Green Innovation Group A/S (GIG) and/or its subsidiaries, affiliates that host and organise the Program.

Partner(s) meaning the project partners behind the Program, which includes Asia House, Danish Industry (DI) India and Innovation Centre Denmark (ICDK) who back the Program and carry out the essential tasks in collaboration with GIG.

Application meaning the Applicant registration through the Application Form on the Program Application webpage located at https://app.greeninnovationgroup.com/signup_nordin_2020 during the application period as described in article 4.

Application Form meaning the form provided by the Administrator on the Program Application webpage to be filled in by the Applicant.

Applicant(s) meaning an incorporated company that has applied but not necessarily participated.

Participant(s) meaning an incorporated company that has gone through the application process and been selected for participation as one of the 24 companies.

Data meaning personal or non-personal electronic data of Applicants/ Participants collected during the Application or obtained during the Program and stored in GIG's platform.

Personal data meaning personal information as defined by the GDPR regulation¹: *"any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person."*

Confidential Information meaning all information, whether written, oral, visual, electronic or in any other form, pertaining to either Party and/or either Party's business, whether developed or acquired under this Agreement and whether kept in its original form

Notification meaning the email or telephone confirmation of the Applicant selection as described in article 4.4.

2. PERIOD

- 2.1. The Program lasts 11 months and will start at the date and time indicated by the Administrator but modification to the Program can arise at the discretion of the Administration.
- 2.2. All dates and time are subject to change at the Administrator's discretion.

3. PROGRAM APPLICATION

- 3.1. To enter the Program, Applicants shall register by applying through the Program Application webpage located at https://app.greeninnovationgroup.com/signup_nordin_2020 during the application period. Applicants shall follow the directions to enter a full application as detailed below.
- 3.2. An Application is considered as complete when all the information and documents required and listed on the Program Application webpage are provided according to the Administrator instructions and requirements.
- 3.3. By submitting an Application, Applicant warrants and represents that:
 - (i) All the information contained in the Application form represent its original Work;

¹ REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

- (ii) The Applicant consents to the submission and use of its data provided in the Application Form and any information obtained during the Program by the Administrator and/or Partners;
- (iii) Its application does not contain any copyrighted material not owned by the Applicant or, to the best of the Applicant's knowledge, does not infringe the rights of any third party, including but not limited to intellectual property rights, rights of publicity or privacy, moral rights, or any other property rights;
- (iv) The Applicant duly represents its company and is entitled to participate in the Program.

3.4. The Application is free of charge for Applicants.

3.5. Applicant's submission of the Application by electronic means is at its own responsibility and risk. The Administrator assume no responsibility for the following: any problems, technical malfunctions or delays in electronic operations or transmissions; Applications that are lost, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received for any reason; destruction of or unauthorized access to, or alteration of, Application or related material, failed or unavailable hardware, network, software or telephone transmissions, damage to the Participant's or any person's computer and/or its contents related to or resulting from participation in the Program.

4. SELECTION TO PARTICIPATE IN THE PROGRAM

- 4.1. Throughout the Program, the Application and developed solutions will be judged and scored by the Administrator and relevant Partners.
- 4.2. The Administrator reserves the right to assess Applications and develop solutions for assessing the incoming applications determined by the Administrator, which may include interviews or discussions with Participants.
- 4.3. The applications ranked highest (target number is 24, but the Administrator reserves the right to adjust the number of participants) by the Administrator and relevant Partners will be selected to participate in the Program, subject to verification and compliance with these Terms. The Participants will be notified by email or telephone ("Notification").
- 4.4. If any email notification is returned as undeliverable, or if a selected Applicant does not respond within the timeframe specified by the Administrator in the Notification, or if any information submitted by selected Applicant is found in non-compliance with the Terms, the Applicant will be eliminated as a potential Participant.

- 4.5. In the event the selected Applicant decides to decline its selection as Participant for any reason within the days specified above, the Administrator shall have no further obligations to such Applicant and such Applicant place may be awarded to a runner-up Applicant time-permitting and at the Administrator's sole discretion.
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5. COMMITMENT FEE

- 5.1. Participants must transfer a commitment fee of DKK 5,000 to the Administrator or one of the Partners within two weeks of Notification of project participation.
- 5.2. Active participation in the program is here defined as:
- (i) The Participant shall attend meetings with identified potential clients or partners scheduled at the Administrator's sole discretion.
 - (ii) The Participant shall attend the planned business trip to India and physical meetings scheduled during this trip.
- 5.3. The commitment fee will be reimbursed in full by the Administrator to the Participant upon completion of the Program, and following active participation in the Program. In the event that the Participant fails to complete the Program and/or take part in the relevant activities outlined in 5.2, the commitment fee will not be reimbursed to the Participant.
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6. ELIMINATION

- 6.1. Any email notification returned as undeliverable, or if absence of reply by the selected Applicant within the timeframe established by the Administrator according to article 4 should result in the immediate elimination of the selected Applicant from the Event.
- 6.2. Any false information provided within the context of the Program by Applicants or Participants concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms will result in the immediate elimination of the Applicant or Participant from the Program.
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7. CONFIDENTIALITY

- 7.1. The Administrator agrees not to disclose any Confidential information in regards to the Applicant/Participant's data, e.g. customer lists, vendor lists, know-how or business

strategies to a third party without the Applicant's prior consent.

- 7.2. In deviation of the above, the Participant consent to the disclosure of its data to the Partners and their storage and use according to article 8.
- 7.3. If the Administrator has prior knowledge of information about the Applicant/ Participant and/or the information is accessible to the Public, the information is no longer regarded as confidential.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. As between the Administrator and the Applicants and Participants, the Applicants/ Participants retain ownership of all intellectual and industrial property rights (including moral rights) of inventions, trade secrets described in and to the Application.
- 8.2. Without prejudice to the above, Participants consent to the use of their name, logo, corporate identity or images by the Administrator for all promotional and publicity purposes based on a verbal agreement and as detailed in article 11.

9. DATA STORAGE & LICENCE OF USE AND EXPLOITATION

- 9.1. By applying to this Program, and submitting an Application, Applicants and Participants grant a worldwide, revocable, limited-term license:
 - (i) to host, copy, transmit, display and store Data in the Administrator's database;
 - (ii) to exploit Data to better understand the entrepreneurial ecosystem as necessary for scouting and consultancy purposes by the Administrator;
 - (iii) to transmit, process, disclose to the Administrator's Partners in accordance with these Terms;
 - (iv) to transfer Data to the Administrator's duly authorised service providers based in foreign countries.
- 9.2. Subject to the limited licenses granted herein, the Administrator acquires no right, title or interest from Applicants and Participants or Applicants and Participants licensors under these Terms in or to Data. As such, the Administrator assumes no responsibility, nor any liability whatsoever should the Data infringe or violate the intellectual proprietary rights of any third party.

10. PERSONAL DATA & PRIVACY

- 10.1. Applications may include Personal Data, in particular name, title, email address, mailing address, phone number and age of Applicants.
- 10.2. By submitting Personal Data of its members, the Applicant represents and warrants that all necessary permissions from all members of Applicant team have been obtained.
- 10.3. The Administrator collects, processes, and/or uses Personal Data submitted for the purposes of the Program in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Program, and to contact Participants for the organization and execution of the Program. Applicant and Participant expressly consent to:
 1. the aggregation and collection of data through the Program Application webpage and its application for statistical purposes to help improve their products and services
 2. the collection, use and retention by the Administrator of Participant's personal information contained in the Application in accordance with the GDPR regulation and for the purposes set forth more fully on the Administrator's website (<https://www.greeninnovationgroup.com/home-old/privacy-policy/>)

11. PUBLICITY

- 11.1. By entering the Program, the Participant consents, authorizes and grants to the Administrator the right and permission to take, copyright, use and publish printed, video, audio, or photographic images of Participant and Participant's statements, in whole or in part, in conjunction with or without Participant's name, or any reproductions thereof related to the Program for the Administrator's use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations.
- 11.2. Participants agree to participate in any media or promotional activity resulting from the Program as reasonably requested by the Administrator and agree and consent to use of their name and/or likeness by the Administrator.

- 11.3. The consents, authorizations and grants provided in §11.1 and §11.2 are conditioned on a verbal agreement between the Participant and the Administrator and/or Partners.
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12. RIGHT TO CANCEL, MODIFY OR DISQUALIFY

- 12.1. If for any reason the Program is not capable of running as planned, the Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program.
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13. GOVERNING LAW & DISPUTES

- 13.1. These Terms shall be governed by, subject to, and construed in accordance with the laws of Denmark, excluding all conflict of law rules.
- 13.2. If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof shall remain in full force and effect.
- 13.3. The exclusive jurisdiction with respect to the subject matter of these Terms shall be the Commercial court of Copenhagen.
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14. CONSENT

- 14.1. By signing this document, Applicants agree to conduct transactions and receive notices and information electronically, as well as to use electronic signatures instead of handwritten signatures.