PARTICIPATION AGREEMENT

between

SPRIND GmbH, Lagerhofstr. 4, 04103 Leipzig, Deutschland,
represented by: Rafael Laguna de la Vera und Berit Dannenberg (Directors)

(„SPRIND“)

and

The **Kingdom of the Netherlands**, vertreten durch das Ministerie van Economische Zaken (“MEZK”)
Bezuidenhoutseweg 73, 2500 EK The Hague, The Netherlands

(„MEZK“)

and

[XY University, XY GmbH, XY Institute, etc.], [address],
represented by: XYZ

(„**Participant**“)

– SPRIND, MEZK and the Participant are jointly referred to as the “**Parties**” in the following

NOTE: In the event of disputes regarding the rights and obligations of the Parties arising from this Participation Agreement and its interpretation, the German version shall prevail.

SPRIN–D

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PREAMBLE

Europe is at a turning point in digital transformation. The integration of artificial intelligence is accelerating across all sectors, from data centers and automotive to robotics, defense, and healthcare. At the same time, Europe is dependent on Asian and US market players for advanced semiconductor chips. This dependency jeopardizes technological sovereignty.

However, supply dependency is not the only problem. Chip development is among the most complex engineering tasks. For example, a hundred or more specialists work on a single chip design for the latest CMOS (Complementary Metal-Oxide-Semiconductor) technologies, with costs reaching into the three-digit millions. Customized hardware solutions require multi-year development cycles, while the AI models running on this hardware are developed in a matter of weeks. This discrepancy hinders the entire innovation ecosystem.

At the same time, new opportunities are emerging. Moore's Law—which describes the trend where the computing power of computer chips roughly doubles every two years alongside falling production costs—is reaching its physical limits. As a result, the path of innovation is shifting toward architectural and efficiency innovations. Additionally, large AI models and open-source technologies are lowering barriers to entry.

We are launching a SPRIND x NADI Challenge pursuing two strategic objectives: first, revolutionizing the chip design process itself through AI-supported methods—aiming to shorten development time from years to weeks—and second, developing production-ready chip designs for high-performance AI inference and training, as well as for AI applications in current and future European areas of strength, all with a focus on energy efficiency, scalability, and low inference costs.

The Challenge views chip design as a systems problem and places great emphasis on a full-stack approach. It takes place in two stages over 20 months and is conducted in cooperation with the Dutch innovation agency NADI. Individual companies, teams, or consortia are eligible to participate. Pure research groups are excluded.

The Participant has successfully applied to participate in the SPRIND x NADI Challenge process. The basis of their participation is the following Participation Agreement:

SPRIN-D

PART 1: PARTICIPATION IN THE COMPETITION

§ 1 Participation

(1) The Participant shall take part in a pre-commercial procurement process organized by SPRIND (hereinafter referred to as "competition" or "Challenge") according to the provisions of this Participation Agreement.

The goal of the Challenge is: first, to revolutionize the chip design process through AI—moving toward the vision of AI becoming the actual chip designer and shortening development time from years to weeks—and second, to develop specialized, energy-efficient chip architectures for AI gigafactories and applications in European areas of strength.

(2) The competition was preceded by an exploration of solutions on the basis of a call for submissions dated September 23rd, 2026, which was published on the SPRIND homepage. The relevant call for submission documents form the legally binding basis of this Participation Agreement. The participant has contributed to this solution exploration with the solution approach "XXX" attached as **Annex A**. In cases of doubt, this Agreement and the call for submissions documents shall take precedence over **Annex A**. Based on the decision of the jury on Decemer 15th 2026, attached as **Annex B**, this solution approach was selected for participation in the competition. The Participant undertakes to implement the solution approach described in **Annex A** in accordance with this Participation Agreement.

§ 2 Definitions

For the purposes of this Participation Agreement, the following terms shall apply in accordance with their respective definitions.

1. Applicants

All companies or institutions that submit an application, including a solution approach, based on the call for submissions documents for this competition.

2. Contracting Parties

Legal entities entering into a Participation Agreement with the Participants. Under this agreement, there are two Contracting Parties, SPRIND and MEZK, which jointly act as the Client for the services covered by the Participation Agreement. The parties are jointly liable for their obligations under the agreement, unless expressly provided otherwise. SPRIND acts as the lead contracting party, handling ongoing communication as well as coordination in connection with the agreement.

3. Competition

The research and development services (R&D) to be provided by the Participant or as part of this project in accordance with the specifications set out in the call for submissions

documents.

4. Pre-commercial procurement

Pre-commercial procurement (PCP), as defined in the European Commission's Communication COM (2007) 799 final of December 14, 2007, is a specific approach to the procurement of research and development services that involves competitive development in stages and risk-benefit sharing under market conditions, with a clear separation between competitive development and the provision of commercial quantities of end products.

5. Solution approach

The offer of an Applicant or Participant in accordance with the call for submissions documents (also "solution description" or "draft solution").

6. Third party

Any other company, organization, or individual other than SPRIND and the Participants.

7. Stage

Each individual stage of the competition.

8. Technology readiness levels (TRL)

A method for assessing the maturity level of technologies. TRLs enable consistent and uniform discussions about the technical readiness of different types of technology. The TRL is determined as part of a *Technology Readiness Assessment* (TRA), in which program concepts, technological requirements, and proven technological capabilities are examined. TRLs are based on a scale of 1 to 9, with TRL 9 representing the highest readiness level of a technology.

9. Intellectual property rights (IPRs)

All patent rights (including but not limited to divisionals, extensions, improvement patents, supplementary protection certificates), inventions (whether or not they can be patented or registered), trademarks, copyrights (including moral rights), topography rights, design rights, rights in and to databases (including the right to prevent the extraction or re-use of information from a database), trade secrets and confidentiality rights, know-how, trade or business names, domain names – whether registered or registrable or not –, and including applications for registration, renewal, or extension of such rights, and any other rights or forms of protection of a similar nature which have an equivalent or similar effect to these and which may exist now or in the future anywhere in the world.

10. License

A right that the owner of an intellectual property right grants to another person (the licensee) in return for an agreed payment (fee or license fee) in order to use these rights. Licenses can be exclusive or non-exclusive. An exclusive license means that no person or company other than the named licensee may use the intellectual property rights in question. A non-exclusive license grants the licensee the right to use the intellectual property, but means that the licensor is free to use the same intellectual property and to allow any number of other licensees to use the same intellectual property as well.

11. Results

All tangible or intangible results, such as source code, data, knowledge or information, developed or generated in the context of the competition, regardless of their form or nature, whether or not they are protectable, and all associated rights, including intellectual property rights ("associated intellectual property rights," "foreground," or "intellectual property rights associated with the results").

12. Pre-existing rights / background

All processes, data, know-how, or information—regardless of their form or nature (tangible or intangible), including all associated rights, such as intellectual property rights—that are held by the participants prior to the signing of the Participation Agreement, are designated by them as background knowledge or background rights, and are required for the implementation of the competition or the use of the competition results.

13. Sideground

All data, know-how or information – regardless of its form or nature (tangible or intangible), including all associated rights, such as intellectual property rights ("supplementary property rights") – that arise during the term of the competition but not within the framework of the competition and are required for implementing the competition or for using the results of the competition.

§ 3 Procedure and principles of the competition

(1) The competition is divided into two stages:

Stage 1 – Architecture Concept

The goal of Phase 1 is to define and validate a complete chip design and system concept, including clearly defined use cases, a software stack concept, and a simulated proof of performance. To this end, the teams will develop a concept for an AI-assisted design process. This includes identifying suitable AI methods for various design tasks—ranging from architecture search to RTL generation and verification. A prototype or simulation

proof will demonstrate the fundamental feasibility.

Stage 2 Validated IC (Tape-out Readiness)

The goal of this phase is to translate the previously validated architecture into a fully specified, verifiable, and implementation-ready system representation. This enables a consistent mapping of the architecture, execution model, and abstraction layer for the selected software stack, establishing the technical foundation for the physical realization of the computing platform (tape-out readiness). The AI systems will be further developed to autonomously handle more complex tasks. The quality of the generated AI designs will be validated against manual reference models.

(2) With the jury's decision (Annex B), the Participant has been invited to take part in the first stage. By signing this Agreement, the Participant declares that it will participate in accordance with this Participation Agreement.

(3) Neither participation in the first stage nor this Participation Agreement entitles the participant to be admitted to the subsequent stages of the competition. Furthermore, the participant has no claim or entitlement to the execution of the stages following Stage 1. The jury will decide, among other things on the basis of the submitted solution approaches, whether proceeding with the subsequent stages is expedient. SPRIND may, in particular, discontinue the competition itself or not proceed with the subsequent stages if

- the minimum number of participants is not reached;
- SPRIND together with MEZK does not have sufficient funds to carry out the competition and the subsequent stages appropriately for budgetary or other financial reasons;
- the objective of the competition has been achieved with a previous result of a participant or the development is already so far advanced that further implementation no longer constitutes research and development funding.

(4) If SPRIND decides to carry out the stage following the first stage, the participants selected by the jury will be invited to take part in the following stage. In this case, SPRIND and the Participant will agree in writing on participation in the next stage. If selected, the Participant is free to take part in this further stage. SPRIND reserves the right to make changes to the provisions of this Participation Agreement for the subsequent stages of the competition. If the Participant is selected and agrees to participate in the stage, this Participation Agreement shall also apply to the respective further stage, subject to future amendments. SPRIND will evaluate the solutions submitted from the next stage on the basis of the criteria set out in the procedure description in the call for submissions (selection criteria). Before the start of the stage following stage 1, SPRIND can start negotiations with the aim of improving the solution approaches. The negotiations may include the entire content of the solution approaches, with the exception of any minimum requirements and evaluation criteria. In the stage following stage 1, the participants then have the opportunity to adapt their solutions in line with the outcome of the negotiations.

(5) SPRIND reserves the unrestricted right to change or adapt possible sub-criteria (and, if applicable, the associated time frame and other conditions) for a subsequent stage, provided that these changed or adapted criteria apply to all participants in the subsequent stage. The Participant accepts and recognizes this right of SPRIND without reservation.

(6) SPRIND reserves the unrestricted right to reopen the competition for non-participating companies if the competition for a subsequent stage does not materialize and/or there is no satisfactory improvement in the opinion of SPRIND. The Participant accepts and recognizes this right of SPRIND without reservation.

§ 4 Remuneration

(1) The Participant shall receive remuneration in accordance with its offer – or in accordance with its application for the second stage of the SPRIND Challenge – plus VAT, if applicable. The remuneration shall cover all costs necessary for the provision of the service. Subsequent changes **cannot** be agreed. The Participant bears the **calculation risk**.

(2) At the beginning of the first phase, the participant shall receive 50% of the remuneration for the first phase. A further 30% for the phase shall be paid out six months after the start of the first phase. The participant shall receive the remaining 20% upon submission of the final report for Phase 1. Corresponding invoices must be sent by the participant to *buchhaltung@sprind.org*. The participant may specify a different payment schedule in their offer or application for the first phase, provided it is justified by objective and substantiable reasons.

(3) For the potential second phase, the following payment schedule is foreseen: In the event of participation in the second phase, the participant shall receive 50% of the remuneration for the second phase at the beginning of the second phase. The second installment of 30% for the phase shall be paid out eight months after the start of the second phase. The remaining 20% for the phase shall be received by the participant upon submission of the final report. Corresponding invoices must be sent by the participant to *buchhaltung@sprind.org*. The participant may specify a different payment schedule in their offer or application for the second phase, provided it is justified by objective and substantiable reasons.

(4) If the Participant wishes to deviate significantly from the calculation of its remuneration submitted with its application, it must inform SPRIND of this in advance. Corresponding invoices are to be sent by the Participant to *buchhaltung@sprind.org*. SPRIND may deviate from the above payment schedules in favor of the Participant and make payments to the Participant earlier on the basis of credit notes.

(5) SPRIND reserves the right to set a different upper price limit for the second stage of the competition.

(6) The Participant undertakes to use all support services granted by SPRIND on the basis of this competition exclusively within the framework of this competition (earmarking) and to provide evidence of this to SPRIND on request. If support services were granted on the basis of another Challenge or Funke by SPRIND or by third parties, these are not permitted to be used in the context of this competition (exclusion of double funding), without the prior written consent of SPRIND.

(7) The Participant agrees to provide SPRIND with complete, relevant, and clear information and evidence of the use of the sums paid by SPRIND at SPRIND's request. The Participant is obliged to keep proper financial records in connection with the competition (in particular

proper accounting) for the entire duration of participation and for a period of five (5) years after the end of participation).

(8) The remuneration of the participant shall be paid by SPRIND acting as the lead contracting party. However, the funds required for this remuneration shall be provided within the scope of the cooperation between SPRIND and MEZK on the basis of a separate bilateral agreement.

§ 5 Intellectual property

(1) The participant remains the owner of all rights to the results generated by them. This includes the rights to the content newly created by the participant and the rights to the participant's Pre-existing Rights and Sideground IPRs that may be contained in the results or that are essential for the functioning or use of the results.

(2) The rights and obligations with respect to the results are subject to the following provisions:

Management

1. The participant shall take all reasonable and necessary measures to ensure proper management of the results. The participant must ensure that the results can be identified, recorded, and clearly distinguished from the outputs of other research and development activities not covered by this competition. The participant is obligated to inform SPRIND for a period of up to five (5) years after the termination of this Participation Agreement of all circumstances and/or measures that could lead to insolvency, inability to pay, and/or insolvency proceedings of the participant. Filing for insolvency by the participant triggers an immediate obligation to inform SPRIND.
2. The participant is entitled, but not obligated, to publish the results in scientific journals. Any publications must appropriately reference the cooperation with SPRIND.
3. The participant is responsible for managing (including protecting) their own Intellectual Property Rights (IPRs) – and shall bear the associated costs.
4. SPRIND has the right to monitor the management of the IPRs.
5. The participant shall ensure that prior to any publication of the results, the protection of protectable results is adequately reviewed – and, where appropriate, applications for protection are filed with the relevant member state or the European Patent Office.
6. The participant is obligated – upon SPRIND's first request – to deposit copies of the results within a period of five (5) years after the termination of this Participation Agreement, in order to guarantee SPRIND continuous access to the results in the

event of the participant's (or one of its subcontractors') insolvency under an escrow agreement acceptable to SPRIND.

7. The participant must inform SPRIND about exploitable results in the final report for the respective stage, regardless of whether they can be protected or not. The information provided to SPRIND must include details regarding the content of the results, the participant's confirmation to protect them, and the planned timeline for protection.
8. If the participant decides against protecting the generated results, they must inform SPRIND of this decision and the underlying considerations. This also applies if the application requires claiming rights under the German Employees' Inventions Act (*Arbeitnehmererfindungsgesetz*).
9. In the event of Section 8 above, or if the participant does not seek protection in a timely or sufficient manner to enable SPRIND to use the results in accordance with this Participation Agreement, SPRIND shall have the unrestricted right to seek protection for these results itself and to obtain the rights to these results. SPRIND will not exercise this right if the participant has convincingly demonstrated that exercising such a right would impair the further development and commercialization of the results. Should SPRIND decide to exercise this right, SPRIND shall inform the participant of its decision in writing.

Granting of Licenses and Publications

10. The participant is obligated to grant SPRIND, upon request, the irrevocable, non-transferable, royalty-free, and non-exclusive right to use all IP rights associated with the results until their expiration date. Upon request, the participant must also grant SPRIND a royalty-free, non-exclusive, irrevocable, and non-transferable right to use the relevant and essential Pre-existing Rights and Sideground Rights, provided this is necessary for the use of the results following the termination of the Participation Agreement. SPRIND is entitled to exploit, further develop, or research the results and associated IP rights for its own use.
11. If the participant fails to commercially exploit the results after the termination or cancellation of the Participation Agreement, SPRIND has the right to require the participant – within a reasonable deadline specified in the request – to grant non-exclusive and non-transferable licenses to third parties for the commercial or non-commercial exploitation of the results (including necessary Pre-existing Rights and Sideground Rights) under fair and reasonable conditions aligned with market conditions. This right of SPRIND is limited to a period of three (3) years after the termination or cancellation of the Participation Agreement. Only the participant and these third parties are responsible for determining fair market conditions.

Transfer of Ownership

12. The participant may transfer ownership of the results – provided this is not prohibited or restricted by public interests or security requirements (if applicable), and provided that the participant ensures that their obligations (with respect to the results) apply to the new owner and that this new owner is obligated to pass on these obligations in any subsequent transfer (e.g., by including a corresponding obligation in the agreements with the new owner). The participant must notify SPRIND at least 45 days in advance of their intention to transfer ownership of the results; this notification must contain sufficient information about the new owner to enable SPRIND to assess the impact on its access rights. SPRIND may object within 30 days of receiving the notification if SPRIND can demonstrate that the transfer would adversely affect its access rights. If an objection is raised, the transfer may not take place until an agreement has been reached between the affected parties.

Failure of Commercial Exploitation

13. If the participant fails to commercially exploit the results within a period of five (5) years after the termination or cancellation of the Participation Agreement (or uses the results to the detriment of the public interest, including security interests), SPRIND has the right to request that ownership of the results be transferred to SPRIND free of charge. A failure of commercial exploitation of the results occurs when the results are neither commercially used nor otherwise marketed for a commercial use case (directly or indirectly via a subcontractor or licensee).

General Provisions (Fallback Provisions)

14. For results that do not constitute IPRs, the same rules apply as for IPRs.
15. SPRIND has the non-exclusive right to grant sublicenses to the results and all competition IPRs (Pre-existing, Sideground, and Foreground), not generally, but under the following condition:

    in the event of the participant's insolvency.
16. SPRIND reserves all rights not expressly granted in this Participation Agreement, including, but not limited to, the right to pursue further licensing agreements, commercialization opportunities, competitions for development, and/or follow-up activities for the deployment of the results.

(3) The participant is obligated to take the above provisions (para. 2) into account in agreements with third parties. In particular, the participant undertakes not to enter into any agreements with third parties that conflict with the above provisions or that restrict, impede, or frustrate the implementation of the resulting rights of third parties or SPRIND.

PART 2: COMPETITION OBJECTIVES AND STAGES

§ 6 Goal of the competition

The goal of the competition is twofold: first, to revolutionize the chip design process through AI—working toward the vision of AI becoming the primary chip designer and reducing development times from years to weeks—and second, to develop specialized, energy-efficient chip architectures for AI gigafactories and applications in key European areas of strength.

§ 7 Objectives and reports on the individual stages

(1) The following goals apply to the stages:

- **Phase 1:** Architecture Concept
- **Phase 2:** Validated IC (Tape-Out Readiness)

(2) For the period of their participation in the Challenge, the selected teams are obliged to submit an informal report on the progress of the development by the last day of each month. The report is to be submitted digitally by email to *challenge@sprind.org*. SPRIND reserves the right to provide further content requirements and templates.

(3) At the end of each stage, a report on the completed stage must be submitted.

The report contains:

- comments on whether the objective described in the application for the respective level has been achieved,
- an overall description of the work performed and a summary of the results,
- in addition, the intellectual property developed (know-how, data, inventions, etc.) should be outlined and,
- a list of publications, if applicable.

(4) The structure and content of the reports for the respective stage are independent of whether the Participant decides to apply for the following stage.

(5) The report is to be submitted to SPRIND fourteen (14) days before the selection session digitally by email to *challenge@sprind.org*. SPRIND will provide the Participant with further formal and content requirements and templates for the report in good time.

§ 8 Selection for the stages 2 and 3

(1) If the Participant decides to apply for the stage following stage 1 of the competition, the following must be attached to the report for the previous stage:

- A detailed work plan and specification of a project-specific target for the next stage
- An explanation of whether and to what extent the team composition has changed or will change

- A price quote for the next stage

(2) Selection will be based on the selection criteria and procedures communicated with the call for submission. SPRIND will communicate detailed specifications for the application for the next stage to the Participant in good time.

PART 3: RIGHTS AND OBLIGATIONS DURING PARTICIPATION

§ 9 Cooperation

(1) SPRIND shall be entitled to observe the progress of the work at any time and to inspect all documents required for this purpose, including records of materials and work expenditure, and to monitor compliance with the technical provisions.

(2) If SPRIND provides the Participant with suggestions, proposals, and other contributions (e.g. inventions) to promote participation in the competition, the participant must take these into account as far as possible.

(3) The participant agrees that SPRIND may make all documents submitted and transmitted within the context of the competition (application documents, reports, etc.) available to its cooperation partner, the MEZK, for analysis and evaluation purposes.

(4) The Participant must provide all information requested by SPRIND regarding the execution and/or implementation of the Participation Agreement and the utilization of the results at any time during the execution of the Participation Agreement and up to five (5) years after termination of the Participation Agreement.

(5) Unless longer retention periods are already prescribed by national regulations, the Participant must retain original documents relating to the competition for at least five (5) years after termination of the Participation Agreement. Digital and digitized documents are considered originals, unless national law requires physical documents. In the event of ongoing inspections, reviews, audits, investigations, legal disputes/litigation, or other prosecution of claims (including claims against SPRIND), the Participant must retain the records and other evidence relating to the signing of the Participation Agreement until the end of these proceedings.

(6) The Participant shall at all times during the term of the Participation Agreement and for a period of ten (10) years after its termination or expiration, for whatever reason, provide all reasonable assistance to enable SPRIND to obtain the information necessary to comply with obligations to provide information for national or supranational parliamentary, governmental, judicial, or other administrative matters and/or to conduct an audit of the Participant's compliance with this Participation Agreement, including all related activities, performance, security, and integrity.

(7) In the context of demonstrating results at SPRIND events, SPRIND is granted the non-exclusive and unrestricted right to present, demonstrate, and exhibit results to the public,

particularly with respect to hardware and software prototypes, in and after consultation with the participant. The parties clarify that the participant alone decides on the publication of the results. If, during consultation with the participant, the participant objects to a presentation, SPRIND must take this into account accordingly. SPRIND is entitled without reservation (without any consultation) to reference the results in presentations, reports, and/or publications. SPRIND is and remains fully entitled (without any consultation) to refer to the participant's company name and relevant details in public.

(8) The rights granted to SPRIND under Section 9 (7) and (8) of this Participation Agreement shall also accrue to the Kingdom of the Netherlands, represented by the MEZK.

§ 10 Termination during a stage by Participants

(1) If the Participant does not complete a stage of the competition or does not participate or does not continue to participate in it despite having made the corresponding declaration, they must inform SPRIND immediately. In particular, a stage shall be deemed not to have been completed if the report to be prepared in accordance with § 7 has not been submitted, has not been submitted in full or has not been submitted on time.

(2) § 12(3) shall apply accordingly.

§ 11 Conflicting property rights and applications for property rights

The Participant shall be obliged to notify SPRIND immediately of any property rights and applications for property rights that prevent the utilization of the research and development results, unless these are already listed in the submission documents. This does not apply to third-party property rights and applications for property rights that are required for the utilization of the research and development results. The Participant must state the conditions under which, in their opinion, use is nevertheless likely to be possible. This obligation only applies insofar as the Participant is aware of the conflicting property rights and property right applications.

PART 4: MISCELLANEOUS

§ 12 Termination and term of the Agreement

(1) The term of this Participation Agreement begins on **16 December 2026** and ends on **31 August 2027**, unless the Parties agree to its application for the stage following stage 1. Termination of the Participation Agreement for any reason shall not affect the provisions of § 5 of this Participation Agreement. Furthermore, the Participant must immediately hand over to SPRIND all results, documents, data, and information on their research work at the respective stage.

(2) SPRIND and MEZK may terminate the Agreement for good cause. Good cause exists in particular if

- it turns out that the Participant has provided incorrect information in their application or that the conditions or requirements stipulated in the call for submissions are not or no longer met;
- an application is made to open insolvency proceedings against the assets of the Participant or one of their subcontractors and this application is not withdrawn within six weeks or a provisional insolvency administrator is appointed or the opening of insolvency proceedings is ordered or their opening is refused for lack of assets;
- in the cases of § 10 of this Participation Agreement;
- the Participant fails to provide notification in accordance with § 11 and nevertheless withdraws from the competition;
- the Participant fails to provide notification in accordance with § 4(4) or the deviations envisaged by the Participant are so significant that there is reason to fear that the objective of the respective stage cannot be achieved;
- the Participant does not fulfill their obligation to submit reports when requested to do so;
- the Participant seriously or repeatedly breaches any of the obligations set out in this Agreement or its annexes or fails to provide the services specified in the relevant application documents without SPRIND and MEZK's consent or significantly changes them without SPRIND and MEZK's consent;
- the Participant makes use of funding for the same project and the work steps specified in their offer or application outside of SPRIND funding provided by the Federal Republic of Germany, in particular the Federal Ministry for Research, Technology and Space (BMFTR), or funding provided by MEZK;
- the participant does not use the funds and support services granted by SPRIND and MEZK in accordance with their intended purpose or, conversely, uses funds and support services granted by SPRIND and MEZK on the basis of another Funke, Challenge and projects within the framework of the SPRIND Challenge here.

(3) If SPRIND and MEZK terminates the Agreement for good cause, the Participant must repay the funds already received from SPRIND and MEZK for the respective stage. Insofar as the Participant proves that the services they have provided up to the time of the extraordinary termination are not worthless for SPRIND and MEZK at the respective stage, they shall be entitled to the remuneration attributable to the part that is not worthless, insofar as this does not exceed any customary market remuneration. In particular, these services are not worthless if they are used by other SPRIND Challenge participants.

§ 13 Transfer of the contractual position

(1) A third party may replace the participant following a corporate restructuring, including a takeover, merger, acquisition, or insolvency of the participant, provided that:

- the third party fully assumes the participant's position, satisfies all exclusion, selection, compliance, and minimum technical criteria, and the succession does not involve a material change; or

- the third party consists of at least 90% of the employees of the participant's relevant team and/or of the lead inventor attributed to the conclusion of the agreement, and fully satisfies the exit criteria established by the participant that are attached to this agreement. The participant and the third party shall indemnify and hold harmless SPRIND against any and all related claims from third parties.

(2) If the participant considers a potential transfer of intellectual property rights relating to the results and/or a merger with or acquisition by an entity from a country (or under the control of a country) that is not an EU member state, the participant must notify SPRIND at least three (3) months in advance of such potential transfer, merger, or acquisition and submit:

- a detailed description of the identity, ownership structure, and control structure of the entity to which the participant intends or is to be transferred, merged with, or acquired by; and
- a reasoned assessment of the expected impact of the potential transfer/merger/acquisition on SPRIND and MEZK's access to the results and pre-existing rights, as well as on the commercialization of the results, including the impact on SPRIND and MEZK's public interests, EU security interests, and EU strategic autonomy.

(3) SPRIND may request additional information from the participant to review potential impacts, whereupon the participant shall provide the requested information without delay. Prior to granting approval, SPRIND will examine the potential impacts of the intended transfer or exclusive licensing. SPRIND may make approval conditional upon measures ensuring that the transfer or exclusive licensing has no unintended or undesirable consequences. The transfer may not take place until SPRIND has granted written approval, and any transfer or exclusive (sub-)licensing agreement entered into prior to or without written approval shall be null and void.

(4) If the impact assessment pursuant to Section 13(2) and (3) of this Participation Agreement reveals that the transfer, merger, or acquisition adversely affects access to the results, the commercial exploitation of the results, and/or SPRIND's public interests, EU security interests, and/or EU strategic autonomy goals, and if the participant proceeds with the merger or acquisition after discussions of the impact assessment between the parties, SPRIND shall have the unrestricted right to require the participant (both before and after the merger or acquisition) to transfer its intellectual property rights to SPRIND.

(5) Any act by the participant in violation of the provisions of this Section (§ 13) shall be null and void.

§ 14 Liability

(1) SPRIND and MEZK shall not be liable for damages of any kind incurred by the Participant or third parties as a result of participation in the competition. The Participant shall fully indemnify and hold SPRIND and MEZK harmless from all damage pursuant to sentence 1 during the term of this Participation Agreement and for a period of ten [10] years after termination or cancellation of the Participation Agreement. The Participant shall indemnify SPRIND and MEZK for damage resulting from an infringement or alleged infringement

(including the defense against such alleged infringement) of intellectual property rights if these are attributable to:

a) the availability, provision, performance, or use of the Participant's R&D services (or parts thereof); and

b) the Participant's failure to fulfill its responsibilities and obligations under this Participation Agreement.

(2) Subsection 1 shall not apply to damage to life, limb, or health caused by a negligent or intentional breach of duty by SPRIND's legal representatives, or to damage caused by an intentional or grossly negligent breach of agreement or fraudulent intent on the part of SPRIND's legal representatives. SPRIND shall only be liable for damage caused by simple negligence, insofar as this negligence concerns the breach of such contractual obligations, compliance with which is of particular importance for achieving the purpose of the Agreement (cardinal obligations), insofar as the damage is typically associated with this Participation Agreement and is also foreseeable.

(3) The Participant must provide evidence of the existence of appropriate financial loss liability insurance and other relevant liability insurance by submitting a relevant policy.

§ 15 Further contracts

SPRIND will invite the Participant to take part in the competition when awarding further development contracts. This Participant Agreement does not constitute a legal entitlement that Participants be awarded such contracts. In the event of any further contract award process, the Participant will not be granted any preferential treatment in the provision of the end products or end services on a commercial scale to a contracting authority in the respective Member State.

§ 16 Disputes

(1) In the event of disputes on technical and scientific points or on questions as to whether and to what extent the factual requirements for the granting of a right of use or utilization are met, two arbitrators shall be called in, one of whom shall be appointed by SPRIND and one by the Participant. If no agreement can be reached between the two arbitrators, they shall jointly elect a third party as chairperson. If the arbitrators fail to reach an agreement within a period of one month after an arbitrator has first proposed a person as chairman, the President of the Leipzig Chamber of Industry and Commerce shall appoint a chairperson. The panel of arbitrators shall decide by a two-thirds majority; if a majority is not reached, the chairperson shall decide. The provisions of the German Civil Procedural Code

(*Zivilprozessordnung*) shall apply accordingly to the regulation of the costs of the arbitration report.

(2) In all other disputes, an amicable settlement should be sought before taking legal action. The right of the parties to conclude arbitration agreements remains unaffected.

§ 17 Evaluations

If required, the Participant shall participate in evaluations carried out by SPRIND itself or commissioned or approved by SPRIND.

§ 18 Written form, place of jurisdiction, choice of law, confidentiality, contract language, severability clause

(1) This Participation Agreement may be signed by either Party in writing with signatures or in electronic form as described in § 127(3) sentence 1 of the German Civil Code (BGB) (e.g. by means of electronic signature services) with legal effect. The same applies to amendments and additions to this Participation Agreement or its annexes. This also applies to the amendment of this written form clause itself. A signature using electronic signature services must at least meet the requirements for an advanced electronic signature as described in the eIDAS Regulation (EU Regulation 910/2014), be time-stamped and allow subsequent changes to the data to be recognized (e.g. Skribble or DocuSign). § 127(3) sentence 2 BGB does not apply. Each Party shall receive a fully executed copy of this Participation Agreement. Delivery of the completed copy by e-mail or via an electronic signature system has the same effect as delivery of an original in paper form. No verbal ancillary agreements to this Participation Agreement have been made.

(2) To the extent permitted by law, the legal venue is Leipzig. This Agreement is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) Should individual provisions of this Agreement be or become void, invalid, or unenforceable, the validity of the remainder of this Agreement shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes closest to the business purpose of the invalid or unenforceable provision. The above provision shall apply accordingly in the event that this Agreement proves to be incomplete.

(4) The rights granted by the Participant to SPRIND under this Participation Agreement shall normally remain in force for a period of five (5) years after the end of the Participation Agreement, unless expressly stipulated otherwise.

(5) “Confidential Information” means all confidential information (however recorded or preserved) disclosed to SPRIND and SPRIND’s representatives by the Participant or its representatives (i.e., in relation to a party, its employees, officers, representatives,

contractors, subcontractors and advisers) in connection with the Participation Agreement, including:

(a) all information which a reasonable business person would regard as confidential relating to:

(i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions or market opportunities of the Participant (or of a member of the group of companies to which the Participant belongs); and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Participant (or of a member of the group of companies to which the Participant belongs); and

(iii) all information developed by the Participant in the course of performing the Participation Agreement, in each case excluding any information which is publicly available otherwise than through a breach of the Participation Agreement.

SPRIND undertakes not to disclose to any third party, at any time during the Participation Agreement and for a period of five (5) years following its termination or expiry, any Confidential Information of the Participant or of a member of the group of companies to which the Participant belongs, and to keep such information confidential at all times, save as expressly permitted below.

(b) SPRIND may disclose the Participant's Confidential Information:

(i) to its employees, officers, representatives, contractors, subcontractors, advisers, shareholders, its supervisory board, federal audit bodies and auditors who require such information for the purposes of exercising their rights or performing their obligations under or in connection with the Participation Agreement. SPRIND will ensure that its employees, officers, representatives, contractors, subcontractors or advisers, shareholders, supervisory board members, governmental supervisory and audit authorities and auditors to whom it discloses the Participant's Confidential Information comply with the confidentiality provisions; and

(ii) as required by law, by a competent court or by a governmental or regulatory authority.

(c) SPRIND must not use the Participant's Confidential Information for any purpose other than exercising its rights and performing its obligations under or in connection with the Participation Agreement.

(6) The English version of this Participation Agreement is for information purposes only (convenience translation) and is not legally binding.

SPRIN–D

– ANNEXES –

Signature page follows

SPRIN-D

Signature page

SPRIND/MEZK	Participant
Leipzig,	Place,
_____	_____
Rafael Laguna de la Vera *Managing Director* *By signing this agreement, MEZK shall likewise be legally bound as a contracting party on the basis of a power of attorney by which MEZK has authorized SPRIND to act on MEZK's behalf for the purpose of concluding participation agreements with participants.*	Name *Position*
_____	
Berit Dannenberg *Managing Director* *By signing this agreement, MEZK shall likewise be legally bound as a contracting party on the basis of a power of attorney by which MEZK has authorized SPRIND to act on MEZK's behalf for the purpose of concluding participation agreements with participants.*	