

IDEASPACE INCUBATE PROGRAM TERMS AND CONDITIONS

The IdeaSpace Incubate Program is a 25-week program that aims to provide assistance for budding technology entrepreneurs develop groundbreaking innovations during the critical stages when startup ideas are being prototyped, tested and subsequently turned into commercializable products.

STAGES:

The Program is divided into three (3) distinct stages:

- (1) The Spark Stage and the Selection of the top 20 to 30 teams (the "Ignite Teams");
- (2) The Ignite Stage and the Selection of top 10 to 15 Incubatees (the "Incubatees"); and
- (3) The Blaze Stage for the Incubatees.

The Spark Stage:

- An entry must be made by a team with a minimum of one (1) and a maximum of three (3) members. At least one (1) member of the team must have technical expertise relevant to its proposed product/service.
- There shall be no age limit for the individual team members; provided however that, applications of minors (those below 18 years old), must be accompanied by a completed Parent/Legal Guardian Consent Form.
- This Program is not open to members of the family or relatives within the second degree of consanguinity or affinity of directors, trustees, agents, representatives, officers, employees, consultants and advisors and agencies of IdeaSpace Foundation, Inc. (hereinafter referred to as the "Foundation" or "IDEASPACE"), and any person, directly or indirectly, involved in the running of the Program.
- Nationality
 - o Up to 20 of the selected Incubatees must be Philippine-based teams, i.e. 2 out of 3 team members (for a 3-man team) must be Filipino citizens and/or residents, and 1 out of 2 team members (for a 2-man team) must be a Filipino citizen and/or resident
 - o Up to 10 of the selected Incubatees may be non-Philippine-based teams.
- The team must completely fill out and submit the application form and such other forms as may be required. These forms may be filled out and accessed online from the IDEASPACE website (www.ideaspace.org). Each team member must agree to this set of terms and conditions, as part of the required documents.
- A Selection Committee composed of industry experts, academicians, investors, and duly approved by the Board of Trustees of the Foundation shall review and evaluate the entries through a multi-stage process, and determine the teams to advance to the next stage of the Program. Throughout this multi-stage process, the teams shall be informed accordingly of the status of their applications. Applicants who will progress to further stages in the process shall be informed of additional requirements, which may include a pitch deck, video pitch and a virtual interview.
- A team may submit more than one entry; however, only one entry per team will qualify for the succeeding stages. The decision of the Selection Committee shall be final.

- Applicants must submit their startup ideas t via apply.ideaspacefoundation.org on or before January 12, 2017 (GMT+8 23:59). Qualified applicants will be notified via email of their successful submission.
- The Ignite Teams to advance to the Ignite Stage shall be announced starting April 2017.

The Ignite Stage:

- The Ignite Teams shall proceed to this stage of the Program, which shall take place over a period of seven (7) weeks.
- The Ignite Stage shall be kicked-off with a five-day Ignite workshop (the "Pre-Incubation Orientation"). Attendance in the Pre-Incubation Orientation by all members of the team is required and is a pre-condition to accepting a capped funding to build a prototype and do early customer validation. The Pre-Incubation Orientation will contain academic, behavioral and physical components that are geared towards enhancing entrepreneurial, business, and marketing skills, and improving or building team dynamics. All team members must sign off on a relevant term sheet (the "Term Sheet") at the start of the Pre-Incubation Orientation.
- After the Pre-Incubation Orientation, the Ignite Teams shall be subject to the following, over the course of the next 6-weeks:
 - (1) Weekly check-up meetings in person or via teleconference/videoconference with their mentors;
 - (2) Mid-point (after the third week) progress report in a form to be prescribed later;
 - (3) After 6 weeks, each team should have a rough prototype of their product or service ready for presentation
- The Ignite Stage shall culminate in the "Finals Pitch" which shall be a 3-day, 2-night event at the end of the seventh week in the Philippines, wherein each team must be prepared to feature their prototype as well as give a presentation of their business model in front of a designated Board of Judges. Teams must also prepare for a question and answer portion following their presentation. All members of each team are required to attend this activity.
- The Board of Judges shall elect and announce the Incubatees during the "Finals", which teams shall move on to the Develop Stage. The decision of the Board of Judges shall be final.

The Blaze Stage:

- The Incubatees shall proceed to this stage of the Program, which shall take place over a period of eighteen (18) weeks. All members of each of the Incubatees shall *(the "MOA")* be required to sign the relevant Memorandum of Agreement
- The following shall be required of each of the Incubatees:
 - (1) All teams are required to set up a corporation duly organized under Philippine law.
 - (2) The teams must have signed and executed a Shareholders' Agreement and all incorporation papers within six (6) months months from the Demo Day.

- (3) Within the Blaze Stage, the team members of the new corporation must not sell, transfer, donate, encumber or in any other manner dispose of all of their equity in the new corporation.
- (4) At least two (2) founders must work full-time for the team or new corporation and must not have any commitments with any other employer or company.
- (5) All team members must attend all mandatory programs and mentoring sessions as identified by the Foundation.
- (6) Teams must submit bi-monthly Progress Reports, in a form and based on a schedule to be provided by IDEASPACE.
- (7) Any existing registered intellectual property rights of the team members in relation to the winning business proposal shall be assigned to the new corporation to be formed, and any intellectual property to be registered during the course of the Program, shall be in the name of such new corporation.

The Develop Stage shall culminate in the "Demo Day" which shall be a 1-day event at the end of the eighteenth week, wherein each team must be prepared to present their products, progress, and business models in front of invited guests which include investors, government and academe partners, among others.

CRITERIA FOR JUDGING:

Need	The market need or clear customer pain point
Market Potential	Business model and size of local and global market
Team	The ability of the Team to execute their vision into reality
Technology	How unique and innovative the technology being used and implemented. This will include the prototype demonstration after the incubation stage.
Synergy	How it can represent synergy and scale across various industries such as telecommunications, power, infrastructure, media, healthcare, agriculture, manufacturing, mining, ICT, and the like.

PROGRAM INCENTIVES:

- Each of the Ignite Teams shall receive a capped cash funding from the Foundation of FIFTY THOUSAND PESOS (Php 50,000.00), subject for liquidation within the Ignite Stage, to be used as a mobilization fund for but not limited to the following:
 - (1) Prototype development
 - (2) Presentation materials
 - (3) Other operating expenses

Any unliquidated funds by the end of Ignite Stage shall be returned to the Foundation.

- Each of the Incubatees shall receive an Award composed of the following:
 - (1) Up to FIVE HUNDRED THOUSAND PESOS (Php500,000) funding to be released in several tranches and subject for liquidation as agreed upon in the MOA.
 - (2) Services and assistance worth up to FIVE HUNDRED THOUSAND PESOS (Php 500,000.00), inclusive of the following:
 - i. Corporate, regulatory, and general legal retainer and consulting
 - ii. Business management classes
 - iii. Marketing consulting
 - iv. Financial consulting
 - v. Intellectual Property consulting and registration
 - vi. Incorporation and business registration costs
 - vii. Office space support
 - viii. Communication and Internet Allowance
 - ix. Software support and credits
 - (3) IDEASPACE reserves the right to give additional and special incentives and benefits to the Incubatees whenever applicable.

- In addition to the foregoing Incentives for each team, IDEASPACE will cover all administrative and indirect costs in implementing the different stages of the Program, subject to reasonable maximum caps per item of cost, including but not limited to the following:
 1. Airfare
 2. Lodging for Non-Metro based Incubatees
 3. Meals

INTELLECTUAL PROPERTY:

The teams joining the competition warrant that the entry is their original idea and does not infringe on the intellectual property rights of any third party whether in the Philippines or abroad. Entrants shall hold IDEASPACE and all its affiliates free and harmless from any claims for damages arising from the entrants' unlawful use or infringement of any third party's intellectual rights. Entries shall be maintained in strictest confidence. However, IDEASPACE shall not be liable to any entrant in the event that a similar entry is submitted.

LIMITATION OF LIABILITY

Applicants agree to abide by the terms of these Official Terms, Conditions, Rules and by the decisions of IDEASPACE, its officers, and/or the judges, which are final and binding on all matters pertaining to this contest.

Each applicant agrees that the Foundation and its trustees, parent company, agents, representatives, affiliates, and employees will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from his/her participation in the contest and from the use of his/her entry. The applicant hereby agrees to irrevocably indemnify and hold harmless, and reimburse the Foundation and its trustees, parent company, agents, representatives,

affiliates, and employees from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by IdeaSpace and its employees including but not limited to:

- (1) any accident, loss, damage or injury arising out of the Applicant's attendance at, participation in, or training for the competition; and
- (2) any claim made by any third party due to or arising from or relating to the Applicant's participation in the competition or the breach of any term of this Agreement by the Applicant.

WAIVER

Applicants agree to abide by these Terms and Conditions, and by the rules and decisions of IDEASPACE, its officers, and/or judges, which are final and binding on all matters pertaining to the Program. The applicants agree to waive any right to claim ambiguity or error in the Terms and Conditions and all official Program documents and forms.

Except where prohibited by law, the Incubatees and Top Start-ups consent to the use of their name and/or likeness by IDEASPACE for advertising and publicity purposes, without compensation.

RESERVATION OF RIGHTS

IDEASPACE reserves the right to change or alter these Terms and Conditions of the Program, without need of notice.

IDEASPACE reserves the right to terminate or eject any application or entry at any stage, should it appear that such entry is found to be contrary to law, morals, public order or public policy as may be determined in good faith by IDEASPACE, and/or if any of the team members have violated any of these Terms and Conditions.

We have read and fully understand the foregoing and agree to be bound by the Terms and Conditions in their entity.