

## **Samsung Mobile Advance Program Application: Terms & Conditions**

### **1. Definitions**

1.1. The terms and conditions of the Samsung Mobile Advance Program Application (“T&C”), are defined as follows:

- i) “Application” refers to the application form, materials, documents and any other information submitted to the Company by an Applicant who wish to participate in the Program.
- ii) “Program” means a program organized by the Company and titled Samsung Mobile Advance, in which selected successful third parties participate and advance a technological prototype, feature or idea, and to which the Company provides a prescribed fund support, and may additionally provide certain technological support, all as set in the program agreement (the “**Program Agreement**”).
- iii) “Company” refers to Samsung R&D Institute UK, a division of, Samsung Electronics (UK) Limited.
- iv) “Applicant” means a third party entity which prepares and submits Application in order to join the Program.
- v) “Participant” means a successful Applicant who was chosen by the Company to participate in the Program and signed the Program Agreement.
- vi) “Personal Data” refers to information of an identified or identifiable natural person of the Applicant, its employee’s contractors or advisors, which is submitted to the Company in the application process or program participation.

1.2. The terms not defined in the T&C shall be interpreted according to the applicable laws and regulations.

### **2. Purpose**

These T&C define the rights and obligations of the Applicant and of the Company in relation to the process for selection of applicants to participate in the Program. Applicant shall be deemed to have agreed to the T&C when it submits the Application.

### **3. Protection of Intellectual Property Rights**

3.1. All rights, title and interest in the Application including but not limited to the intellectual property rights of the Applicant shall remain the Applicant’s.

### **4. Obligations of Applicant**

4.1. As a sole and exclusive owner of the Application, Applicant warrants that to the best of its knowledge the Application does not infringe, misappropriate or violate any intellectual property rights of a third party. Further Applicant represents and warrants that the Application is created and developed solely by the Applicant.

- 4.2. If the Application contains or the Applicant is involved in infringement or misappropriation of third party's rights including intellectual property rights, or is in breach of this T&C, or violates any applicable laws and regulations, any rights granted to the Applicant or the Participant may immediately cease, be cancelled, and/or be terminated at any time (even after selected as a Participant) along with this T&C without any compensation thereof from the Company.
- 4.3. Company does not have any obligation to intervene in any dispute that may arise in respect of the Application between the Applicant and a third party. Such matters are wholly the responsibility of the individuals concerned and Company cannot be held responsible or accountable in any way.
- 4.4. Applicant acknowledges and agrees that the submission of Application does not ensure its selection to be a Participant of the Program, nor does it grant any rights to the Applicant unless it enters into the Program Agreement with the Company.

## **5. Limited Use**

- 5.1. Company shall only use the Application to the extent necessary for the purpose of review and evaluation to select the Participants for the Program.
- 5.2. The Application and its contents may be supplemented or modified only by mutual consent of the Company and the Applicant.
- 5.3. The Company may use the Applicant's name, logo and an overview of its business for printing, display, promotion, education and press release in the process of the Program.

## **6. Confidentiality**

Each party shall not disclose the other party's confidential information without the consent of the other party. For avoidance of doubt, the Application shall be regarded as Applicant's confidential information and any information Applicant or Participant receives from Company shall be regarded as Company's confidential information. Notwithstanding, it is clarified that the Company can share confidential information with such of the directors, employees and advisors of its ultimate parent company Samsung Electronics Co. Limited, who reasonably need to know the same for the purpose of selecting applicants to the Program. The obligation to protect the confidential information shall survive the program selection process and continue for a period of three (3) years thereafter.

## **7. Management of the of Application**

- 7.1. Applicant may request the Company to withdraw its Application at any stage before announcement of the selected Participant and the signing of the Program Agreement. Upon such request, the Company shall remove the Applicant from the Program. Moreover, upon the Applicant's explicit request the Company shall delete, destroy or return to the Applicant the Application material, all as requested by the Applicant.

## **8. Personal Data**

- 8.1. Use of Personal Data - By providing Personal Data the Applicant gives permission to the Company for its use as described in this Clause 8.
- 8.2. Types of Personal Data processed - Personal Data collected and processed may include details of the Applicant, its employees, contractors or advisors including a contact name, email and phone number.
- 8.3. Purpose of processing Personal Data - Samsung will use the Personal Data as part of the evaluation process to the Program.
- 8.4. Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Data. Personal Data will be retained for the period necessary to fulfil the purposes described above, considering applicable laws and regulations.
- 8.5. Requests or questions - In accordance with your rights under applicable laws and regulations, and subject to limitation therein, to request access or correct inaccurate Personal Data, or to request the restriction or deletion of Personal Data, or object to its use, please e-mail: [mobileadvance@samsung.com](mailto:mobileadvance@samsung.com). You may lodge a complaint with a supervisory authority if you consider that our processing of your personal data infringes the General Data Protection Regulation (EU) 2016/679 or other applicable data protection laws.
- 8.6. International transfer of Personal Data - The Personal Data may also be transferred to other Samsung affiliate companies and third party service providers acting on our behalf, for the purposes set out above. These recipients are located in countries outside the European Economic Area, including, but not limited to, the Republic of Korea, where the data protection laws differ from those of the Applicant's country of registration. Samsung takes appropriate steps to ensure that such recipients are bound to duties of confidentiality and Samsung implements measures such as standard data protection contractual clauses to ensure that any transferred personal data remains protected and secure.

## **9. Selection of Participants**

- 9.1. The Applicants may be required to participate in three (3) rounds of review and evaluation to be finally selected as a Participant.
- 9.2. Company may enter into the Program Agreement with the Participant to address the specifics of the Program and support thereof. For the avoidance of doubt, without entering into the Program Agreement, Participant shall not have any rights to the Program or any support from the Company thereof.
- 9.3. Company's selection is final and is based on the Company's sole discretion and Applicant shall not challenge the selection decision made by Company. Company is not required to justify selection decision to Applicant.

9.4 The rights, including intellectual property right, for the final deliverables produced through the Program (“**Deliverables**”) shall be protected under applicable laws and regulations and subject to the terms of the Agreement. Company has preferential negotiation rights to purchase, license, or make equity investment for a period of 6 months after the termination of the Program, unless agreed otherwise in the Agreement, and has the right to use the Deliverables for a reasonable price as agreed in the Agreement.

## **10. Governing Law and Dispute Resolution**

10.1. These T&C shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

10.2. All disputes, controversies or differences which may arise between the parties in relation to this T&C shall first attempt to be settled amicably through negotiation. Any dispute not settled via discussion shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “Rules”) by one arbitrator appointed in accordance with the Rules. The Rules are deemed to be incorporated by reference into this Agreement. The arbitration shall take place in London (England). The language of proceedings shall be English.