

EUDIS Business Accelerator 2025 Terms & Conditions

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before participation in any action by:

- Accessing the Business Accelerator Website or Business Accelerator Platform (jointly the "Platforms").
- Applying and participating in the EUDIS Business Accelerator as a Start-up or Scale-up;
- Registering for and accessing the EUDIS Business Accelerator Platform (the "Business Accelerator Platform"), 'Swapcard' as provided by Swapcard Corporation, as a "Start-up or Scale-up" (The "Participant")
- Attending any bootcamps, virtual events, integrating and becoming an active member
 of the online EUDIS Business Accelerator community and becoming party to any and
 all provided communications (the "Participation");
- Enrolling to the training sessions (the "Training" or "Trainings");

This Action is implemented by a consortium of four economic operators: Starburst Accelerator, Civitta, WSL Accelerator and VTT and led by Starburst Accelerator (jointly "us", "we", "our", "Organiser"), on behalf of the contracting authority the European Commission, Directorate-General for Defence Industry and Space (DG DEFIS).

Your registration for, access to, participation or involvement in the Action is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all applicants (start-ups and scale-ups) and others who seek to participate or already participated in the EUDIS Business Accelerator action, who attend the Business Accelerator bootcamps, or who access or use the Platforms. You confirm that you are at least 18 years old, and EU or Norway citizen and resident, and that you are legally capable of entering into binding contracts. Organiser do not check your legal capacity. Organiser is not liable for any consequence deriving from a user's lack of legal capacity.

By applying for, accessing, or participating in the Action, or by accepting the invitation to be part of the Action's events and Platforms, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Action, register for the Platforms nor attend the Business Accelerator Events.



1. Introduction

1.1. Objectives

The EUDIS Business Accelerator is designed to support 20 start-ups and scale-ups over an 8-month defence accelerator programme to strengthen their position in the European defence industrial ecosystem.

With a focus on coaching, training, testing opportunities, networking, and matchmaking, the programme provides participants with the expertise, connections and resources needed to scale their technologies, grow, and gain market opportunities.

Each company will be assigned a main accelerator site — offering tailored coaching, training, and on-demand physical workspace to engage with the local ecosystem. In addition, participants will benefit from six onsite bootcamps, where they can connect with defence industry, defence end-users, investors and pitch their innovations. Access to testing facilities, and a 65k€ seed funding voucher, will further support the companies in their journey.

1.2. Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (the "Content"). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain any and all of your rights to any Content you submit, post or display on or through the Platforms and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that:

- The Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; and
- The posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Further, you warrant that:

- The Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- The Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;





- The Content will not be unsolicited, undisclosed or unauthorised advertising;
- The Content does not contain software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and
- The Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request. We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

1.3. Code of Conduct

Any activities promoting or related to alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling, or illegal drugs are explicitly excluded from participation to the Action.

We are dedicated to providing a harassment-free experience for everyone, regardless of race, creed, colour, ethnicity, nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status. We do not tolerate harassment of Business Accelerator participants in any form.

Sexual language and imagery are not appropriate for any Business Accelerator activity, including bootcamps, workshops, networking events, social media, and other online media and events.

Any Participant violating these rules may be sanctioned or expelled from the Action at the discretion of the Organiser.



2. Conditions of participation

2.1. Right of participation

Registration in the EUDIS Business Accelerator is free and open to any EU Member State or Norway established start-up or scale-up. The EUDIS Business Accelerator welcomes all Participants of legal adult age and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

2.2. Eligibility of Participation

We are committed to upholding stringent quality standards for building the EUDIS Business Accelerator Cohort #1. Ensuring that participants integrated into the EUDIS networks meet specified minimum requirements is a priority.

EUDIS, as part of the European Defence Fund (EDF), will apply the eligibility criteria outlined in Regulation (EU) 2021/697 of the European Parliament and of the Council of 29 April 2021 and in Tender Specifications EU-DEFIS/2024/OP/0004 EUDIS BAMM.

Participants:

- Must be incorporated and registered as a legal entity and have their executive management structure in the EU or Norway.
- Should not be subject to control* by a country/entity established outside the EU or Norway.
- By derogation, a company established in the EU and Norway, and controlled by non-associated third-country entity, might be eligible to participate if it has already received a guarantee¹ approved by the country in which it is established in accordance with Article 9(4) of the EDF Regulation.
- *'Control' is to be understood as the possibility to exercise decisive influence on your company (notably in relation to its strategic business decisions), directly or indirectly, through one or more intermediate entities, 'de jure' or 'de facto' (guidance-participation-in-dep-he-edf-cef-dig-restricted-calls dep-he-edf-cef-dig en.pdf)
- Must have a realistic and documented business plan detailing market opportunity, value proposition, revenue model, and growth strategy.
- Must comply with applicable laws in their country of operation.
- Must be in the early stage of its life cycle, including spin-offs from university research
 activities, and aims to find innovative solutions and scalable business model while being
 autonomous OR an enterprise that have achieved significant growth in employment and/or
 turnover.

These criteria are established to ensure the integrity, security, and alignment of participants with the overarching goals of the EUDIS initiative.

2.3. Obligations of Participation

Companies who are given the opportunity to participate in the EUDIS Business Accelerator receive a unique opportunity to strengthen their business and technological development, improve their access to financing, and expand their networks within the European Defence ecosystem.





Upon submitting an application for the EUDIS Business Accelerator, the Applicant commits to participate actively in the 8-month acceleration programme and be available onsite for the six onsite bootcamp events as well as the EUDIS Business Accelerator Platform online events.

They are required to furnish all requested documents and materials to the Organiser, which may include pitch decks, reports, company materials or other relevant documentation essential for event activities. Due to the limited capacity at our events, non-compliance with these requirements may result in forfeiture of participation. Participants are expected to fully engage in all activities hosted by the action at the bootcamp to which they have been invited. The specific details regarding any pre-event training sessions, activities occurring on the event days and follow-up tasks will be communicated to Participants as part of the invitation.

In cases where you are unable to attend, you must notify the Organiser at the earliest opportunity to allow for adjustments in participant arrangements and bootcamp planning.





3. Open Call

3.1. Application Process

Interested companies that are eligible can apply to participate in the EUDIS Business Accelerator through completing and submitting the application form accessible through the Website https://www.eudis-business-accelerator.eu.

Before submitting an application to participate in the EUDIS Business Accelerator on behalf of your company, you will be required to read and accept:

- These Terms & Conditions
- The Privacy Statements concerned

Once you have submitted the application form on behalf of the applying company (the "Applicant"), the answers to the questions constitute the entire application. Additional information or documents provided through other means will not be considered. If multiple applications are submitted for the same company, only the last submission will be considered. In case of technical difficulties with the application process, please contact us to resolve the issue.

The primary source of information regarding the Action and related Platforms is its homepage, www.eudis-business-accelerator.eu, from which direct links to the Business Accelerator Platform's registration process is available. This process by which you can apply as a Company of the Action is available from March 18th until April 27th 2025, except in the event of unforeseen or unplanned website maintenance or technical issues beyond our control that may temporarily affect access.

As part of this registration process you will be required to read and accept these Terms & Conditions with accompanying Privacy Notice as listed in footer of the EUDIS Business Accelerator website (www.eudis-business-accelerator.eu). The specific steps required to be taken are:

- 1. Complete the registration form;
- 2. Meet the eligibility criteria;
- 3. Be selected by the Selection Board through a two-stage selection process;
- 4. Be onboarded for EUDIS Business Accelerator Cohort #1
- 5. Complete the onboarding process including the creation of personal and professional profiles, for which the specifics on personal data collection are laid out in the section on Personal Data of these Terms.

3.2. Selection Process

For the Call for Applications for Start-ups & Scale-ups, a Selection Board whose members have adequate expertise and experience will be appointed by the Organiser. The Selection Board will include representatives of the Organiser, European Commission (DG Defence Industry and Space and the European Defence Agency.

All eligible Applications will be reviewed, evaluated, and scored individually by the members of the Selection Board through a two-stage evaluation process based on the following selection criteria:





A) Initial Prioritisation

- Relevance of the technology for defence industry
- Degree of Innovation
- Technical feasibility & maturity
- Market potential

B) Pitching Sessions Selection

- Strength of defence value proposition
- Competitive advantage
- Team strengths & diversity
- Ability to deliver at scale

The Selection Board will select 20 Applicants to participate in the EUDIS Business Accelerator, based on the ranking of all scored applications and after careful deliberation.

In order to safeguard the European Union's strategic assets, interests, autonomy, or security, avoiding EU dependence on components, materials, processes from non-EU countries and the risk of access restrictions for such items e.g. through export control regulations, or other reason, the Contracting Authority may reject the Application of an Applicant for security reasons during the selection process.

After the selection process, all Applicants will be notified of the decision regarding their application by email to the person who submitted the application. While the process is usually shorter, this can take up to one month after the end of the application period.

- Companies that are selected will be contacted by the Organiser to sign the necessary documents and start the onboarding process.
- Companies that are not selected will be given feedback by the Organiser on their application and the reasons why their application was not selected.

3.3. Equal treatment and opportunities

The Consortium as the Organiser will ensure an equal treatment of and equal opportunities for all Applicants.

The Organiser will avoid potential or existing conflicts of interests. If any member of the Selection Board has any stake or interest in or relation to any Applicants, she/he shall be replaced by another person in both the individual review, evaluation, and scoring, and the joint deliberation of the Applications of the concerned companies.

3.4. Intellectual property

The Organiser shall own no right, title and interest in and to all intellectual property created by you and any third parties and shared as part of your Application, including





without limitation, all logos, trademarks, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright.

The Action, the Platforms, and their original content (excluding Content uploaded by Participants), features and functionality, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software are and will remain the exclusive property of Organiser. By continuing to use the Platforms, you acknowledge that such material is protected by applicable Belgian and International intellectual property. The Action and the Platforms are protected by copyright, trademark, and other laws of Europe. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organiser. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Action and the Platforms only as authorised by us and you are prohibited from modifying or attempting to modify the Platforms in any manner of form, except that you have the right to modify your self-generated Content on the Business Accelerator Platform. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute. You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms, for the purpose of featuring your Content on the Platforms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the Organiser during the Action are and remain the property of the Organiser. You may not print, copy, reuse or distribute these images without the permission.

3.5. Confidentiality

When submitting an application, you will be required to share sensitive information about your company and the people working for the company. All information contained in your Application and its content, included in the answers to the questions in the application form, the pitch deck is marked as "Confidential", will be treated as Confidential Information. This Confidential Information can include but is not limited to information about your company's business, business model, markets, segments, customers, competitors, technology, product, marketing, sales, personnel, revenue, cost, profit and loss, cash flow, financial statements, investments, capitalisation table, and any business





or technical plans and forecasts, as well as information about individuals such as the educational and professional background of the founding team and the gender and diversity of the founding team.

The Organiser will treat the Confidential Information with a reasonable degree of care and safeguards. However, you understand and agree that the submission of this information is at your own risk. You should therefore carefully consider what you want to share based on its relevance to your business.

The Organiser will restrict access to the Confidential Information to employees, contractors and third parties as is reasonably required and ensure that those people are bound by similar nondisclosure restrictions.

The Confidential Information will be made accessible to at least the following parties:

- The employees and contractors employed by the Organiser are responsible for the implementation of the Action;
- The employees from DG DEFIS are responsible for the management of the Action:
- The internal and external members of the Selection Panel, who are responsible for reviewing and evaluating your application to participate in the Accelerator;

The Confidential Information can further be included in public reporting about the Action, but only in the form of aggregated and anonymised statistics, so that companies and individuals cannot be identified.

The Organiser will not disclose, without the prior written approval of the Applicant, the information in any form to any third party other than those stated above, make or permit to be made copies or other reproductions of the information, or make any commercial use of the information.

The Confidential Information will be treated as confidential for a period of 5 years from the application date or until you provide a written notice that the information should no longer be treated as confidential or until the information becomes public knowledge.

This non-disclosure article does not apply and will no longer apply to any information that was known to Organiser, without an obligation to keep it confidential, before it was disclosed to Organiser by Applicant; and is or becomes lawfully available to Organiser from another source than Applicant.





4. General Clauses

4.1. Accounts

To participate in the Action, Participants must create an account ("Account") on the Business Accelerator Platform, which is collectively the personal information and credentials inserted on the registration form, used by Participants to access the Business Accelerator Platform. To create an Account, Participants must have read and accepted these Terms & Conditions and Business Accelerator Platform Privacy Notice which can be found on the Action's website.

When you create accounts on our Platforms, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platforms and your participation to the Action.

You are responsible for safeguarding the password that you use to access the Platforms and for any activities or actions under your password, whether your password is with our Platforms or a third- party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. Organiser will never ask you to share these details with other persons. You must notify Organiser immediately upon becoming aware of any breach of security or unauthorised use of your Account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

4.2. Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person ("Infringement").

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of "Copyright Infringement" of bamm@starburst.aero and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address:
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.





4.3. Personal data protection

Please read the full Privacy Statements to learn what personal data is collected when you apply for the EUDIS Business Accelerator in response to the Call for Applications, for which purpose it is used, and how it is processed.

4.4. Termination

We may terminate your participation to the Action in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Action will immediately cease.

If you wish to terminate your participation to the Action, you may do so in written (by letter or e- mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith.

4.5. Links to other sites

Our Action and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organiser.

The Organiser has no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organiser shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.





4.6. Indemnification

As a condition of your participation to our Action, and/or access to and use of our Platforms, you agree to indemnify us, our subcontractors and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Action and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

4.7. Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Action and/or using the Platforms, as well as copying, distributing or downloading Content from the Action and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Action on the Platforms, or through your participation in the Action, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

4.8. Disclaimer

The Action and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non- infringement, or course of performance. The Action and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organiser do not warrant that a) the Action or Platforms will function uninterrupted, secure, or available at any particular time or location; or b) the results of participating in the Action or using the Platforms will meet your requirements.

We make no representations or warranties of any kind, express or implied, about the





completeness, accuracy, reliability, suitability, or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

4.9. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

4.10. Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Action and supersede and replace any prior agreements we might have between us regarding the Action.

4.11. Changes

These Terms & Conditions and the documents integrated by reference express the entire agreement between you and Organiser relative to your use of the Platforms.

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Action. Your continued use of the Platforms or participation in the Action will be deemed as your acceptance thereof.

4.12.Contact us

If you have any questions about these Terms, please contact us at contact@eudis-business-accelerator.eu.

