

Urgo Mentorship Program Terms & Conditions

Please read the following Terms & Conditions carefully. By applying to Urgo Mentorship Program you acknowledge that you have read, understood, and agree to be bound by the following Terms & Conditions.

Definitions

Promoter: Urgo Group and or its affiliates.

Program: Urgo Mentorship Program.

Startup: A fledgling organization in search of a scalable business model through the development of innovative products and/or services aimed at a target market.

Demo Day: A private event where the projects which have successfully completed the Application will have the opportunity to present their startup to the Urgo Group Evaluation Committee.

Applicant: A Startup who has submitted an Application for the Program.

Successful Applicant: Applicant selected to enter into the Program.

Application: The online entry application form completed and submitted by the Applicant for the Program.

Participant: Successful Applicant participating in the Program.

Program Objectives

Urgo Mentorship Program is a program created for medical device start-ups that are in need of guidance from industrial partners in order to succeed in the development and launch of their product/service.

The main objective of the Urgo Mentorship Program is to provide support services to the best innovative Startups in the field of Health as defined in Eligibility Criteria below, accelerating their development and growth, bringing them closer to the market, to the financing, helping with access to necessary contacts and mentoring them.

Applicants will be applying for a place on the Program, which is open to French nationals and to international Startup. If successful, selected Applicants will be guided in the Program which will provide support and mentoring to grow the Program work. The Promoter will provide a 1 year Program.

Terms and conditions of Urgo Mentorship Program

The following Terms & Conditions are intended to establish the rules for the participation in the Urgo Mentorship Program. Participation in the Program call means acceptance of all these Terms & Conditions, without exceptions or conditions.

Each Applicant shall appoint one individual (the "Representative") to represent it and act on behalf, including registering and entering an Application, of said Applicant. The representative must be duly authorized to submit Application on behalf of the team or organization. The representative represents and warrants that he/she is duly authorized to act on behalf of the Applicant and has read the Terms & Conditions, and that the team or organization agrees to abide by these Terms & Conditions. The representative will ensure that each member of the Applicant

in entering the Application, or in decisions related to the Application, has read and complies with the Terms & Conditions.

Eligibility Criteria

Applicant shall respect the 4 following eligibility criteria:

1) Application shall be related to one of the 5 market categories:

- Aesthetic and Plastic medicine market;
- Advanced Wound Care market;
- Compression & Vascular Therapy market;
- Tissue engineering & cellular therapy;
- Digital Health, connected devices in healthcare

2) The Applicant project shall concern a Medical Device and have a prototype or minimum viable product (MVP).

3) The expected Time-to-Market must be less than 5 years.

4) Your project has strong product differentiation compared to existing solutions, IP protection, clinical proof of concept (preclinical studies and/or case studies)

All Applications will be checked by the Promoter regarding eligibility prior to the Selection Process.

Urgo Group retains the right to refuse eligibility.

Application Process

All applications to the Urgo Mentorship Program will be submitted and assessed through the online registration platform at the following address: www.urgo-group.com/mentorship or www.urgo-group.fr/mentorship

To register for Urgo Mentorship Program, Applicant is asked to provide the following information: insight/problem description; solution/technology description, market potential (*expected market share in patients, expected turnover and margins, main competitors and unique sales proposition of the solution*); main milestones before commercialization; expected time to market; what kind of support is needed; CV's of team members or description of their background.

Selection Process

There are 2 selection stages:

1st stage:

All Applications will be evaluated by the Urgo Program Management Team. Applicants who will represent the biggest interest will be invited to present in front of the Urgo Group Evaluation Committee during a Demo Day. Modalities of the Demo Day will be communicated by e-mail to the selected Applicants.

Applications evaluation in 1st stage is mainly based on:

- Innovation interest
- Entrepreneurial skills
- Growth potential
- Business model
- Product-Market Fit

2nd stage:

During Demo Day selected Applicant will have 15 minutes for presentation of its project and 15 minutes to answer the questions of the Urgo Group Evaluation Committee. Results of the Demo Day will be communicated to the Applicants by e-mail.

Each project will be evaluated from 0 to 100 points according to the following criteria:

Criteria	Maximum points
Value of the startup	20
Development stage of the startup	10
Acceleration potential	10
Startup team/Promoter's Team	20
Involvement, commitment and motivation of the team	10
Ability to develop the business plan	10
Value for the Program partner company	60
Applicability of the solution for the Program partner company	20
Potential to develop a joint project	20
Business Opportunity	20

Urgo Group keeps the right to change selection criteria at any time

Urgo Group will be signing a confidentiality agreement with the start-up only when an interest is confirmed by Urgo after the Demo Day. During the selection process start-up should provide non-confidential information about their project.

The Urgo Mentorship Program

- Participant selected for the Urgo Mentorship Program will be guided by Urgo Group experts, this could include: Product & Market Validation / Clinical Trial Design / Registration & Reimbursement / Patenting and Freedom-to-operate Analysis / Product & Material related Analysis & Tests / Manufacturing Plan & Cost Estimation. Guidance will be adjusted to your individual needs. The commencement date of the Program will be the written confirmation date of the final selection to enter the Program.

- At the beginning of the Program, the Participant and the Promoter will define the specifications of what the Participant and the Promoter expect from the Program work and what the Promoter will be able to deliver.
- Mentorship will happen in the form of meetings, that can take place in Paris / Dijon in France, or via phone/video conferencing
- Program duration is 1 year.
- During the program, Urgo Group might sign an equity investment and/or co-development and/or sales agreement with the mentee start-up

Contents

The Participant shall ensure that the work and contents of its project voluntarily contributed to the Program (including summaries or presentations) do not infringe third party rights (including but not limited to, ownership, copyrights, trademarks, patents, logos, licensing rights, rights of publicity or privacy or any other intellectual property rights) and have all the authorizations necessary to participate in this Program. They must not be offensive or demeaning, nor incite violence, racism, nor violate fundamental rights or public freedoms recognized by the current regulations, including laws on the protection of children and young people, nor constitute or imply any intrusion into personal or family privacy of individuals or a violation of a third party's right to honor or secrecy of communications or be contrary to any current regulations.

In addition, the projects presented must ensure non-sexist use of language and images.

Moreover, each Participant authorizes the Promoter to use their name and likeness in publicity material related to the Program, including on the Internet, without receiving any payment.

Privacy

Any personal information collected from the Applicant when entering the Program will only be used for the need of the Program.

By entering the Application, Applicant authorizes Urgo Group to use the information collected through the Application (Startup name, Startup description and non-confidential project description) for marketing and communication purposes related to the Program.

Urgo Group may use non-personally identifiable information to help us improve the Urgo Group website.

Intellectual Property

Applicant is under no obligation at any point during the Urgo Mentorship Program to divulge confidential information concerning their project or company.

Urgo Mentorship Program Applicant retains all IP rights concerning its proposed project, pending other agreements entered into voluntarily and outside the Urgo Mentorship Program.

Upon progression to the Demo Day, Urgo Group retains the right to ask for an official statement from the organization holding rights to IP connected with Applicant project confirming the status of Applicant's IP. Applicant will not be asked to provide any confidential information.

Changes to these Terms and Conditions

Urgo Group reserves the right to change these Terms & Conditions on a going forward basis at any time. Please check these Terms periodically for changes.