

# Terms of Participation

First Round: August 2021

1. The NeuroBlu Award has been established to encourage Small and Medium-Sized Enterprises (SMEs) and academic researchers to submit proposals for support by Holmusk Europe for their use of the NeuroBlu mental health real world data platform in their research projects.
2. This Terms of Participation Agreement (**Agreement**) is agreed between Holmusk Europe Limited (a company registered in England and Wales, Company Number 11436809, of 415 Linen Hall, 162-168 Regent Street, London, United Kingdom, W1B 5TE) and the **Participants** who wish to submit a proposal for consideration as part of the NeuroBlu Award competition (**Competition**). By submitting a proposal for consideration by Holmusk Europe Participants shall be deemed to agree to and be bound by the terms of this Agreement.
3. **Eligibility**

Participants may apply to be considered for the NeuroBlu Award if they are employed by an eligible organisation. This may be either:

- a) An entity that fulfils the criteria to be considered an SME that are provided in the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; or
- b) A university or research institute

and are based in a country that is a member of the EEA, the UK or Switzerland.

The Participant must as part of their application:

- a) warrant that the SME or research group is eligible to participate in the Competition;
- b) confirm that the SME or research group is a first-time user of the NeuroBlu platform;
- c) confirm that they are not an employee, officer, director, agent, representative or independent contractor of Holmusk Europe, its subsidiaries or affiliated companies (each a **Related Party**), or a household or immediate family member of a Related Party; and
- d) confirm that they are not a person with whom Holmusk Europe is prohibited

from dealing under applicable laws, guidelines or treaties.

Participants may only participate in the Competition if they agree to the terms of participation provided in the present Agreement. Successful Participants shall receive the Award only if, in support of their application, they have submitted:

- a) a declaration of acceptance of and abidance by the Terms of Participation provided in this Agreement; and
- b) a declaration of acceptance of the outcome of the Competition without dispute.

Any Awards shall be granted solely on the basis of the merit of the successful Participants (**Award Recipients**). This shall include, but is not limited to, the novelty and impact of the Award Recipients' proposals.

#### 4. Compliance with Laws

The Competition, including the participation by Holmusk Europe and by Participants, and the Awards and the related process are subject to all applicable laws and regulations.

#### 5. Process

Applications will be received by Holmusk Europe only during the period commencing on 4<sup>th</sup> August 2021 and ending on 29<sup>th</sup> October 2021 at 17:00 UK time.

Each Participant must complete the application form in full providing details of the scope and intention of their proposal. The application form should be completed in English.

Holmusk Europe shall have the right, at its sole and absolute discretion, to reject any Application which it finds to be in breach of the present Agreement, does not fulfil all applicable requirements, or which it finds in its sole discretion to be otherwise objectionable or inappropriate for any reason.

Participants and their proposals will be evaluated to determine the extent to which their access to and use of the NeuroBlu Platform for a period of 6 months would be appropriate and adequate for the successful completion of their proposed project. The application must include sufficient detail to permit Holmusk Europe to measure the suitability and adequacy of the project and the proposal for its execution.

Shortlisted Participants will be invited to discuss their proposed project with a team from Holmusk Europe. The discussion will be conducted in the form of an internet conference call.

The Award Recipients will be notified by email. The Recipients must acknowledge the notification within five days of receipt. If the Award Recipients fail to respond within this deadline, Holmusk Europe may select alternative Award Recipients.

Award Recipients must sign a NeuroBlu agreement with Holmusk Europe before their subscription to the NeuroBlu Platform can begin. This agreement will govern their use of the Platform as part of their Award.

Holmusk Europe reserves the right to decide, at its sole discretion, not to grant one or any Award.

## 6. Award

The Awards that Holmusk Europe shall provide to Award Recipients shall include:

- a) a subscription to the NeuroBlu Platform for 6 months, including introductory training and limited technical support;
- b) a cash grant of € 3,000. The purpose of the grant shall be to contribute to the costs (for example labour costs) associated with delivering the project. 50% of the grant amount shall be paid to Award Recipients on commencement of their subscription period to the NeuroBlu Platform and 50% on receipt by Holmusk Europe of a written report or manuscript prepared by the Award Recipient as provided in Section 10 below. Payment of the cash grant shall be made solely in Euros

Award Recipients shall be solely liable for all taxes, costs, fees and expenses arising out of or in connection with the Competition or grant of the Award.

Award Recipients must initiate the NeuroBlu Award subscription within three months after the announcement of the Award.

Holmusk Europe's selection of Award Recipients is binding, and final on each Participant in the Competition. Holmusk Europe is not obliged to and will not provide reasons for its selection of individual Award Recipients.

The Award is not transferable or assignable by Award Recipients to any third party.

The element of the Award consisting in access to the NeuroBlu Platform cannot be exchanged or redeemed for cash or other benefits.

Holmusk Europe may withdraw an Award after its grant and recover all payments made, if it learns that:

- a) the Award Recipient provided false information in their Application;
- b) the Award Recipient was not eligible or should have been excluded from consideration;
- c) the Award Recipient is in serious breach of their obligations under this Agreement or in breach of applicable laws, guidance, or professional or employment obligations.

Participants agree that, if they receive the Award, they shall comply with the publicity obligations set forth in this Agreement. Particularly, Holmusk Europe shall be permitted to publish:

- a) the name of the Award Recipient;
- b) it's address or, at least, its general location;
- c) the amount of the Award and its nature and purpose.

Award Recipients may request Holmusk Europe to waive such publication if disclosure risks threatening their security and safety or harm their commercial interests.

Award Recipients shall grant to Holmusk Europe, a limited, non-exclusive, irrevocable, free-of-charge license to use certain of Recipients' intellectual property, including Recipients' name, acronym and logo, in connection with the Award with the intention to promote and create awareness of the Award results.

## **7. Warranties and Liabilities**

All Holmusk Europe services, including access to and use of the NeuroBlu Platform, and all data, information, results and content arising from those services, that are provided as part of the Award are provided as-is and without warranties or assurances of any kind, whether express, implied or otherwise, including warranties as to quality, accuracy, completeness, merchantability or fitness for any purposes.

Without limiting any of the above provisions, Holmusk Europe is not liable for (a) lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed or misdirected applications, (b) any computer, Internet, email, telephone or technical malfunctions or delays, (c) any errors in the processing, transmission or receipt of applications, or (d) losses, damages or expenses caused by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or causes beyond the Company's control.

## 8. Intellectual Property and Information

Holmusk Europe and each Participant owns all right, title, and interest in and to all copyright, trademarks, patents, database rights and all other intellectual property and other rights in and to all its services, information, content and data that exist prior to the date of these Terms of Participation.

Holmusk Europe provides no assurance or warranty of confidentiality relating to the information, content and data that are provided by Participants in the Competition, but will not knowingly publish Participants' confidential information, content or data unless the Participant has given their prior written consent. Participants shall not disclose Holmusk Europe confidential information or personal data of any third-party as provided below in Section 9.

## 9. Data Privacy

Any personal data related to Applicants or to the Award shall be processed by Holmusk Europe, as a data controller, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Processing of personal data is necessary for conduct of the Competition process and grant of the Award. Participants' personal data shall be processed solely for the purposes of the performance, management and follow up of the Competition and of the Award by Holmusk Europe.

Participants' personal data shall be processed for the duration of the Competition and Award process and, in relation to Award Recipients, for the period necessary to complete the Award process.

Participants shall have the right of access to their personal data and the right to rectify any such data that is inaccurate or incomplete. Should Participant have any queries concerning the processing of their personal data, they may address these to the Data Protection Officer at Holmusk Europe at [subra@holmusk.com](mailto:subra@holmusk.com).

Where a Participant processes personal data in relation to individuals within Holmusk Europe or any related entity Participant shall ensure that such processing activities are undertaken in full compliance with applicable EU Law and national law on data protection including but not limited to Regulation (EU) 2016/679.

## 10. Obligations related to receipt of Award

Award Recipients shall undertake to use their best endeavours to deliver their proposed project within the free subscription period.

Award Recipients shall further undertake to:

- a) Provide (in confidence) copies of any manuscripts based on the project that are submitted for publication, within 2 years of the start date of the project;
- b) Provide a written report, at least 1,500 words in length, which describes:
  - a. The work that they have undertaken using the NeuroBlu Platform;
  - b. A summary of the results and conclusions from their project;
  - c. Possible next steps for the project;
  - d. Commentary on their experience of using the NeuroBlu Platform, including usability, features and data content, and any suggestions for improvements.

Payment of the final 50% of the cash grant to Award Recipients is conditional on receipt by Holmusk Europe of a satisfactory report as provided for in b) above. The report will be reviewed by Holmusk's experts before approval.

Participants agree that Holmusk Europe may contact the Participants regarding Holmusk Europe's products and services, whether or not the Participant is chosen as an Award Recipient.

## 11. Miscellaneous

Holmusk Europe may suspend, modify or terminate the Competition and grant of the Award without notice. Holmusk Europe may disqualify any Participant or terminate the participation of any Participant, including where the Company believes fraud or illegality is or may be committed. These terms are governed by UK laws. The parties agree to submit to the exclusive jurisdiction of the UK courts.

[End]