

THE RULES FOR THE ACCELERATOR PROGRAM

These Rules of participation in the Accelerator (hereinafter referred to as the "Rules") govern the relations of the parties (the Organizer, the Applicant and the Accelerator Participant) arising out of and in connection with the participation in the Accelerator.

The Applicant must confirm that it has read, understood and agrees to comply with the Rules, and fully accede to the Rules, which is confirmed by submitting the application. From the moment of acceptance of the Rules, the Applicant/Participant is considered to have acceded to the Rules, and also acquires and exercises the rights and obligations specified by the Rules.

1. TERMS AND DEFINITIONS

1.1. Accelerator - a set of events organized by the Organizer for the scouting and selection of Startups in order to assist in the development of their technological projects through Mentoring and expert support, attracting investments and partners. The Accelerator is neither a bidding process, nor a public tender or public promise of an award. Consulting services are not provided within the framework of the Accelerator.

1.2. Demo Day - a final event at the end of the Accelerator, where Participants present the results that they have achieved during their participation in the Accelerator to the Organizer and the Partner.

1.3. Applicant (Startup) - a legal entity that has submitted an application for participation in the Accelerator in the manner prescribed by the Rules.

1.4. Mentoring - interaction of the representative of the Organizer with the Applicant / Participant for the purpose of transferring his knowledge, skills and abilities.

1.5. Direction of the Accelerator - projects in the field of metaverses.

1.6. Organizer – Intema S.a. r.l. (legal address: 16 rue Erasme, Luxembourg, L-1468) on behalf of Limited liability company "MTS Artificial intelligence center" (MTS AI), legal address: bldg.9, 18 Andropova Ave street, 115432 Moscow, Russia. Intema S.a r.l and MTS AI are collectively referred to as the Organizer for the purposes of the Rules.

1.7. Partner of the Organizer - Public Joint Stock Company "Mobile TeleSystems" (MTS), legal address: 4 Marksistskaya street, 109147 Moscow, Russia. The Partner of the Organizer can take part in the Accelerator at any stage, get acquainted with any documents and interact with the Applicants / Participants. The Partner of the Organizer may also involve its subsidiaries to interact with Applicants / Participants at any stage of the Accelerator.

1.8. Representative - an individual(s) whose personal data is provided to the Organizer via the Website, including the data contained in the application submitted via the Website for participation in the Accelerator, or additional documents / materials requested from the Applicant / Participant.

1.9. Product - a program for electronic computers, presented in the form of a set of data and commands intended for computers and other devices, including smartphones, tablets and other mobile devices, in order to obtain a certain result of the operation of devices, including the audiovisual displays generated by it, and/or service and/or other technological solution.

1.10. Website of the Organizer (Website) - website on the Internet located at intema.ai.

1.11. Participant – Applicant (Startup) that participates in the Second Stage of the Accelerator.

2. GENERAL PROVISIONS

2.1. The Accelerator's aim is to scout for, evaluate, select and facilitate the development of Startups through mentoring and expert support, attracting investments and partners.

2.2. The Accelerator includes two stages:

- The first stage - selection of applications;
- The second stage - conducting the Accelerator and Demo Day.

The timeframes of the stages are indicated on the Organizer's Website.

2.3. The Accelerator is held online. Accelerator's language is English.

2.4. The Accelerator is held free of charge for Applicants and Accelerator's Participants.

2.5. Applicant, Participant can withdraw from participation in the Accelerator at any stage according to the procedure as established by Article 7 of the Rules.

3. REQUIREMENTS FOR THE PRODUCT AND THE APPLICANT

3.1. The Product

To participate in the Accelerator, the Applicant's Product shall meet the following criteria:

- The Product corresponds with the Direction of the Accelerator, is applicable in the field of metaverses;
- The Product shall have at least a minimum but sufficient customer value operability: prototype or MVP (minimum viable product), TRL (technology readiness level) 4 or higher.

Evaluation of the Product for compliance with these requirements is carried out by the Organizer at its sole discretion.

3.2. The Applicant

To participate in the Accelerator, the Applicant shall meet the following criteria:

- The Applicant is registered as a legal entity or guarantees registration as a legal entity within one month from the date of application for participation in the Accelerator but in any case no later than the start of the Second Stage of the Accelerator;
- The Applicant is not in the process of liquidation, no bankruptcy proceedings have been initiated against the Applicant;
- The period of existence of the Applicant's company does not exceed 10 years (from the date of registration in accordance with the legislation of the country of registration);
- The number of the Applicant's employees (including subsidiaries) is at least 2 people and does not exceed 100 people as of the end date of the quarter preceding the date of submission of the application;
- The main activity of the Applicant is the commercialization of its own technology (or an innovative business model for this market);
- Opportunity to interact with the Organizer in English, including participation in the Accelerator's events held in English, to get acquainted with the documents in English.

3.3. Applicants whose founders or members are affiliated with the Organizer or the Partner of the Organizer, as well as any employees (natural persons) of the Organizer or the Partner of the Organizer, their family members or any other individuals affiliated with them will not be allowed for selection to the Accelerator.

3.4. One Applicant may only submit one application for participation in the Accelerator. If an application was rejected, the Applicant may not re-submit its application.

3.5. The Organizer has the right to request from the Applicant / Participant at any stage of the Accelerator additional necessary information, documents and materials for checking the Product and the Applicant, including legal verification; to request to fill in the forms provided by the Organizer. The Applicant / Participant shall provide information and materials within the terms agreed with the Organizer.

4. SUBMITTING AND SELECTION OF APPLICATIONS

4.1. The Application

To participate in the Accelerator, the Applicants shall submit an application via the Website within the timeframes and in the form specified on the Website, attaching the documents specified in the application form.

The application is submitted in English.

The Applicant acknowledges that the Applicant's Representative has all the rights, powers and consents that may be required to submit the application.

All materials and information provided as a part of the application, as well as Product itself, must comply with the requirements of the applicable legislation and other laws applicable to the Product and the Applicant / Participant.

By providing information and materials, the Applicant confirms that such information, materials are not confidential or protected as trade secrets or that necessary permits have been obtained for disclosure of such information and materials as described in the application.

4.2. Personal data

Prior to sending the application, the Applicant is obliged to read the Privacy Policy, Cookie Usage Policy and User Agreement, posted on the Website. Sending an application for participation in the Accelerator means the Applicant's consent to the specified documents.

By submitting the personal data of its representatives, the Applicant / Participant confirms that it has received from its representative(s) the proper consent to the transferring and processing of such personal data. The Applicant shall provide the copy of such consent within two (2) working days upon the Organizer's request.

4.3. Selection of applications and activities of the First stage of the Accelerator

4.3.1. As part of the First Stage of the Accelerator, the Organizer:

- Performs a preliminary check of the compliance of the Product, materials provided by the Applicant, and the Applicant with the requirements established by the Rules.
- Based on the verification, the Organizer forms a list of 20 Startups (at the discretion of the Organizer, the number may be changed) for diagnostic sessions.
- Conducts diagnostic sessions with selected Startups. The diagnostic sessions are conducted by the Accelerator experts involved by the Organizer. The Organizer conducts a workshop for the specified Startups on the topic of opportunities for further cooperation with the Organizer and the Partner of the Organizer.
- Organizes pitch sessions by Startups (short speech with a brief structured presentation of the Product) for the Partner of the Organizer.
- Selects 10 Startups (at the discretion of the Organizer, the number may be changed), which become Participants of the Second Stage of the Accelerator.

4.3.2. The Partner of the Organizer can participate in any events of the First Stage of the Accelerator and determine the final list of Participants.

4.3.3. The list of Participants of the Second Stage of the Accelerator is posted on the Website, or such list or notification shall be sent to each Participant.

4.3.4. Organizer may interview Applicant or Participant at any stage within the terms set out by the Organizer if necessary, involving the Partner of the Organizer. The Organizer independently (with the participation of the Partner of the Organizer) determines the Startup's compliance with the criteria specified in the Rules, and independently determines the list of Startups for further participation in the Accelerator. The Organizer has the right to refuse to accept any application without giving reasons.

5. SECOND STAGE OF THE ACCELERATOR

5.1. The Second stage of the Accelerator is conducted within the timeframes specified on the Website. The Partner of the Organizer participates in all the events of the Second Stage of the Accelerator, interacts with the Participants and gets acquainted with the materials, and also requests materials and explanations from the Participants.

5.2. As part of the Second Stage of the Accelerator, workshops, personal meetings and other events may be conducted for the Accelerator Participant both in person and online according to the schedule approved by the Organizer and posted on the Website or communicated to the Participant via email.

5.3. As part of the Accelerator, the Participant independently and at his own expense, taking into account the recommendations of the Organizer's experts, if necessary, refines his Product, develops a marketing strategy for its promotion on the market and prepares the final presentation of his Product for the Demo Day. The Participant allocates its representative(s) to participate in the events of the Accelerator.

5.4. As the end of the Second Stage of the Accelerator, the Organizer conducts the Demo Day. At the end of the Demo Day, the Partner of the Organizer independently determines the list of Participants with whom cooperation will be offered and format of such cooperation, depending on the current needs of the Partner of the Organizer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Applicant / Participant does not assign any rights in the Product to the Organizer, including intellectual property rights to the results developed during the participation in the Accelerator unless otherwise agreed.

6.2. Participation in the Accelerator does not grant to the Applicant the right to use in any manner the trademarks, trade names, commercial designations, other results of intellectual activity, the owner of the exclusive rights to which is the Organizer and (or) the Partner of the Organizer and (or) its affiliates, unless otherwise agreed by the Organizer and the Applicant / Participant.

6.3. The Applicant, the Participant guarantees that:

- has all the necessary rights, permissions, powers to use intellectual property, including, but not limited to, objects of copyright, patent and related rights, know-how, means of individualization of third parties used in the Product and included in the materials mentioned in clause 6.4. of the Rules;
- that the terms of use and distribution of the open source software used in the Product do not restrict the further use and distribution of the open source software for commercial use;
- that the Product, the use of the Product and the disposal of the Product for the purposes of fulfilling obligations in connection with participation in the Accelerator and use of the materials mentioned in clause 6.4. of the Rules do not violate the intellectual property rights of third parties, including without limitation the rights to objects of copyright, related, patent rights, the rights to means of individualization or know-how, and also does not violate the terms of use of open source software licenses;
- that at the time of filing an application for participation in the Accelerator, as well as during the period of participation of the Applicant, Participant in the Accelerator, the Product and the materials mentioned in clause 6.4. of the Rules are not pledged, the Applicant, Participant is not aware of any claims of third parties to the Product and the materials, including, without limitation, claims of copyright holders, lawsuits or petitions in relation to the Product and the materials. In the event that during participation in the Accelerator the Applicant, the Participant becomes aware of one of the circumstances listed in this paragraph, it is obliged to immediately inform the Organizer about it. In case of claims by third parties in connection with the use of the Product/materials specified in clause 6.4 of the Rules, the Applicant/Participant undertakes to indemnify the Organizer/Partner of the Organizer, their affiliates from any liability, in particular, in respect of all claims, expenses, costs and direct damages (including reasonable legal fees).

6.4. During the Accelerator, the Applicant / Participant may provide the Organizer or the Partner of the Organizer with the materials that are the results of intellectual activity, including Product's presentations, demo files, logos. The Applicant / Participant gives the Organizer and the Organizer's Partner consent to use such results of intellectual activity for the purpose of conducting the Accelerator, for the duration of the Accelerator and 3 (three) years after, throughout the world.

Such results of intellectual activity can be reproduced, translated or otherwise processed, published, copied, made available to the public (including by posting on the websites of the Organizer and the Partner of the Organizer, in the official groups of the Organizer and the Partner of the Organizer in social networks), and may also be communicated on the air or by cable, publicly performed or shown publicly at the discretion of the Organizer and the Partner of the Organizer without additional agreement with the Applicants / Participants of the Accelerator.

The Organizer / the Partner does not pay any remuneration for the use of the above results of intellectual activity. Consent given under this clause cannot be withdrawn.

7. INFORMATION AND NOTIFICATIONS

7.1. The main way of sending messages from the Parties during participation in the Accelerator is exchange of electronic messages to the e-mail addresses of each of the Parties.

7.2. The e-mail address of Applicant / Participant is the address specified by him when applying for participation in the Accelerator through the Organizer's Website.

Messages sent from the Organizer or the Partner of the Organizer are e-mails to the Applicant / Participant from e-mail addresses with the intema.ai, mts.ai, mts.ru domain names.

The Organizer is notified and informed via email: info@intema.ai

7.3. The use of other communication methods, including mobile communication, as a method of interaction between the Parties is allowed exclusively at the discretion of Organizer. The Organizer may use additionally other contact information provided by the Applicant/Participant for sending notifications.

7.4. Information about revision of terms for collection and (or) processing of applications, about revision of terms for implementation of Accelerator, information about amendments to the Rules and other information intended to all Applicants/Participants is posted on the Organizer's Website or communicated to the Applicants / Participant via email.

8. OTHER PROVISIONS

8.1. The Applicant / Participant gives its consent for use by the Organizer and the Partner of the Organizer of the provided information about the Applicant / Participant, the Product, including by posting on Organizer's Website and the Partner's website on the Internet and in other sources for the purpose of informing about the Accelerator and its outcome.

8.2. The Organizer and the Partner of the Organizer may take photos and videos of the representatives of the Applicant / Participant during the events, post photos and videos on the Organizer's Website, Partner's website as well as in other sources, including in printed materials of the Organizer and the Partner and in the Organizer's and Partner's official groups in social networks.

8.3. The Applicant / Participant bears all expenses of participating in the Accelerator. The Organizer disclaims all liability for any losses that the Applicant / Participant may incur as a result of participation in the Accelerator, including those related to any changes, suspension and abandonment of the Accelerator, exclusion of the Applicant / Participant from the Accelerator, as well as for any damage (direct or indirect), any losses incurred and caused not as a result of deliberate actions of the Organizer, including due to termination of Organizer's Website or information systems, computer failures, issues with Internet access, or any other commercial losses, as well as partial or complete loss of any information of the Applicant/Participant related to use or inability to use Organizer's information systems, including in case of prior notification from the Applicant / Participant about the possibility of such damage, or based on any claim of a third party.

8.4. If the Applicant / Participant becomes subject to any claims, suits and (or) actions from third parties, including those arising in connection with the unlawful use by the Applicant / Participant of any results of the intellectual activity during the participation or in connection with the participation in the Accelerator, the Applicant / Participant undertakes to settle these claims and actions on his own and at his own expense.

8.5. In the event that the Organizer becomes subject to claims, suits and (or) actions from third parties, including those arising in connection with unlawful use by the Applicant/Participant of any results of intellectual activity during the participation or in connection with the participation in the Accelerator, the Applicant / Participant undertakes to settle claims and actions at its own expense and to compensate the Organizer's expenses for the settlement of these claims within 10 (ten) calendar days from the date of receipt of the Organizer's claim for compensation of the expenses.

8.6. The Organizer may, at its sole discretion, change the terms of the Rules, including, but not limited to, cancel, suspend or terminate the Accelerator, change the conditions or terms of the Accelerator and its individual stages, without giving reasons, by notification of the Applicants via email or by posting the relevant information on the Organizer's Website.

8.7. Organizer may exclude the Applicant / Participant from participation in the Accelerator at any stage in the case of:

- absence of a response from the Applicant/Participant to the Organizer's requests, including requests for information and documents, within the terms as specified by the Organizer, refusal to undergo an interview, or failure to attend the interview within the terms specified by the Organizer;

- non-compliance of the Applicant, Participant, Product, the information and documents provided with the requirements established by the Rules;
- refusal of the Applicant, Participant to participate in the activities of the Accelerator, absence on the day of any event of the Applicant;
- refusal or evasion of the Participant from concluding the confidentiality agreement and filling out the questionnaire provided to the Participant by the Organizer;
- if the Applicant's, Participant's participation in the Accelerator, or use of the Product has led or may lead to damage to the business reputation or property damage to the Organizer or the Partner of the Organizer, or third parties.

8.8. Conducting the Accelerator does not imply any legal obligations for the Organizer to select projects to the Accelerator, provide finance to the Applicants / Participants or invest in their projects, render any services to them or purchase any goods, work, services or intellectual property from them, or reimburse their costs (including the costs of application submission, participation in the selection process and/or in the Accelerator proceedings) and any losses, as well as enter into any agreements and contracts with them. Any obligations of the Organizer, partners of the Accelerator may commence only in connection with the contracts concluded by them. To all intents and purposes, the Organizer's liability to the extent of the Rules is limited to USD 1,000 (one thousand), which amount may be recovered from the Organizer only where the Organizer is at fault.

8.9. The law of the Russian Federation shall apply to relations of the Organizer, Partner of the Organizer and the Applicant, Participant arising out of or in connection with these Rules.

8.10. For the purpose of the pre-trial settlement of any disputes arising out of or in connection with these Rules, including disputes concerning their execution, modification (amendment), termination, non-conclusion or invalidity, the claim in writing should be delivered to email addresses specified in clause 7 of the Rules.

The deadline for submitting a response to the claim shall be thirty (30) calendar days following receipt thereof. In case of failure of pre-trial settlement, the claim arising out of or in connection with these Rules, including disputes concerning their execution, modification (amendment), termination, non-conclusion or invalidity, shall be filed to the courts in accordance with the applicable jurisdiction.

9. ANTI-BRIBERY

9.1. The parties confirm that in their activities they follow business ethics and undertake to adhere to the provisions of the applicable anti-corruption legislation and to take no actions that may violate the norms of the applicable anti-corruption laws or cause such a breach by the other party, among other things, not to request, receive, offer, authorize, promise or make illegal payments directly, via third parties or as an intermediary, including (but not limited to) bribes in monetary or in any other form to any individuals or legal entities, including (but not limited to) government and local authorities, public officials, private companies and their representatives.

9.2. The parties undertake not to take any actions (omissions) causing threat of a conflict of interest and within a reasonable time to notify the other party of the potential circumstances of a conflict of interest that have come to its knowledge.

A channel for Organizer's notification for sending (disclosing) the information: compliance@intema.ai

Applicant's/Participant's notification channel for submission (disclosure) of information: e-mail address specified in the Application.

9.3. The parties confirm that any third parties engaged into performance of this Agreement do not implement their actions to exert unlawful influence on the Public Officials or for the purpose of a commercial bribe, and will be allowed to perform contractual obligations after sufficient verifications conducted by the engaging party. The Applicant/Participant agrees to periodically perform anticorruption trainings and trainings on the questions of ethical behavior in the frameworks established by the Organizer.

9.4. The parties shall properly maintain and store all accounting records and other documents that confirm their costs incurred in accordance with the Rules. The parties shall offer their full support during any investigation and/or audit that may be carried out in pursuance of the Rules. The parties shall protect all the confidential information that they may become aware of during the audit, as stipulated by applicable laws.

9.5. In case of breach of the above-mentioned anti-corruption liabilities by Applicant / Participant, or receipt by the

Organizer of information about such breach, Organizer is entitled to disqualify Applicant / Participant at any stage of Accelerator without any notification.

9.6. The applicable anti-corruption legislation means anti-corruption and anti-bribery laws, resolutions, rules, policies, oversight orders and permissions, including other anti-corruption laws in those cases when it is applicable to the relevant Party.

9.7. The Public Official means: - any appointed or elected person holding a post in the legislative, executive, administrative or judicial body or an international organization; - any persons performing any public function for the government, including for the government companies; - political leaders, officials of political parties, including candidates for political posts, high-powered officials in nationalized industries or natural monopolies; - directors and employees of the government agencies, institutions or state-owned companies, including doctors, military servicemen, municipal employees, etc.; - persons known to be relatives of or friends with public officials or to have business therewith and (or) act on behalf of and (or) in the interests of a public official.