



**Public Relations Boutiques International
PRBI Accelerator Program**

TERMS AND CONDITIONS

Public Relations Boutiques International (“PRBI”) is responsible for the PRBI Business Start-Up Accelerator Program (“the Program”) designed to assist start-up companies to market and communicate their products and/or services by providing accepted applicants advice on branding, strategic communications, positioning products and scaling businesses. The Program will be lead and operated by PRBI with assistance from PRBI member public relations firms (“providers”) who will provide services to participants in the accelerator program free of charge on a voluntary basis. At its discretion, PRBI may enlist of assistance of third party service providers and vendors (“partners”) to assist with the Program.

By you, your organization, team or other staff or agents (“you”) applying to participate and/or participating in the Program you agree to the full set of Terms and Conditions set out in this document (“Terms and Conditions”).

1. ACCEPTANCE

By using the Program website and applying to the Program you confirm that you have read and agree to comply with these Terms and Conditions without exception.

If you are applying on behalf of an organization or a team, you confirm that you are authorized to apply to the Program and to accept these Terms and Conditions on the organization’s behalf.

2. COLLECTIONS AND USE OF YOUR INFORMATION

You consent to PRBI collecting, using and disclosing your personal information to providers and partners in relation to, or regarding, the Program, including collecting your name, e-mail, phone number, province/state, country, employer and occupation (as relevant).

If you provide personal information on another person you confirm that you have received their informed consent regarding its use prior to providing it to us.

3. SELECTION PROCESS AND ELIGIBILITY

Once you have submitted your application to PRBI, the executive committee of the Program will review the projects suitability for the Program, based on our selection criteria, and you will be advised whether your application is successful. The selection process and selections for participation in the program will be determined at PRBI’s sole and complete discretion.

PRBI will select only qualified applicants into the Program. Qualified applicants must be companies related to news, media, communications, analytics, influencers, marketing services or search, and target clients in industries that our member agencies specialize in including: (i) Beauty, (ii) Construction, (iii)

Consumer FMCG, (iv) Travel and Hospitality, (v) Healthcare (vi) Professional Services (vii) Technology, or (viii) Solar and Renewables, among others.

4. PARTICIPATION IN THE PRBI START-UP ACCELERATOR PROGRAM

Acceptance into the Program is pursuant to you confirming, to the best of your knowledge, you will be able to attend all events associated with the Program (i.e. the events of our accelerator providers and the events of the Program itself).

As a participant of the Program you must comply with these Terms and Conditions and comply with all applicable laws and regulations.

You acknowledge and agree that you will:

- a. Permit the use of your name, company and brand for use in press releases and other media including, but not limited to recorded interviews, all types of digital media and written communications about the Program (“media”) and your participation in the Program, and to participate in a joint press release and recorded interviews about the Program and your business, project and participation in the Program;
- b. To have your contact details shared with the Program providers and our partners who may contact you to offer paid or unpaid services to you;

You acknowledge and agree that you must not:

- a. Utilize, in full or in part, any material that is illegal or infringes on any third party intellectual property rights, confidentiality or any other relevant rights. You agree not to use any material that may be considered defamatory, libelous, threatening, abusive, offensive, misleading or is otherwise inappropriate;
- b. Impersonate another person, entity or otherwise misrepresent your identity, qualifications, affiliations or other information about you or your project;
- c. Engage in any conduct that is unlawful, disruptive, causes or may cause embarrassment, distress or discomfort to another or is otherwise inappropriate; or
- d. Do anything, including uploading, posting, linking to or otherwise publishing or transmitting any material that could damage the reputation or brand of PRBI or result in PRBI or a person, company or other entity related to PRBI being in breach of any law or being liable to anyone else. A person related to PRBI includes, but is not limited to, any of PRBI’s employees, providers, members, partners, or contractors, and the employees of its providers, members, partners, or contractors.

PRBI may terminate your placement in the Program at any time and at our sole discretion if you are in breach of these Terms and Conditions.

5. NON-DISCLOSURE

You will retain all copyrights and intellectual property to the project developed within the Program. PRBI will under no circumstances release any information about your project other than what you have agreed to disclose in the joint press release and the media.

6. THE PRBI NAME AND LOGO

You may not use PRBI's name or logo in any way unless:

- a. You have PRBI's written approval prior to the publication or dissemination of any material which incorporates PRBI's name or logo;
- b. You use PRBI's name or logo as precisely approved and strictly in accordance with PRBI's terms of use, requirements and procedures;
- c. You agree that any consent of the use of PRBI's name, brand, trademark or logo does not vest any right or ownership in you with respect to PRBI's name, brand, trademark or logo.

You agree not to register any trademarks, company or business names, logos, symbols or designs or other indicia using PRBI's name, brand, trade mark or logo or any part of it.

7. TERMINATION

We may terminate this agreement at any time at our sole discretion by providing you notice in writing. Notice shall be deemed sufficiently given when sent by electronic mail from PRBI officials to the electronic mail addressed registered with your application to the Program.

8. RESPONSIBILITY AND LIABILITY

PRBI and its providers, members and partners accept no responsibility or liability of any kind to you in connection with your participation in any event, exercise or part of the Program including the admission process. The Program providers are solely responsible for the design and management of their respective accelerator programs. Any activity you are ["are" not needed] engage in, whether commercial or non-commercial, with PRBI partners and providers, whether in or outside the Program, is solely the responsibility of the providers and partners, and PRBI shall accept no responsibility or liability of any kind for these activities.

PRBI and its providers, members and partners accept no responsibility for any damages to you that may be attributed partially or completely to an error, mistake or failure in judgment made by you.

Your acceptance into the Program does not constitute a professional relationship with PRBI or its providers, members and partners, and as such any involvement or information obtained from PRBI in connection with the Program cannot be considered professional advice or services.

You agree that we are not in a partnership, joint venture, fiduciary, employment, agency or other relationship with you. Neither of us has power to bind the other.

With regard to their respective obligations and commitments pursuant to this agreement, each party covenants that it shall act in good faith and deal fairly with the other party.

9. PRECEDENCE

Your acceptance of these Terms and Conditions does not affect the respective rights of the parties to any subsequent agreement, being any engagement contract or other agreement with PRBI for the provision of services to you or the organization.

If you or the organization are a party to a subsequent agreement, the subsequent agreement takes precedence and supersedes this agreement to the extent it is inconsistent with these terms.

10. INDEMNITY

You hereby indemnify and agree to hold harmless PR Boutiques International, and its officers, directors, representatives and contractors, member firms and their employees (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature (collectively, the "claims") which may be imposed on, incurred by, or asserted against, any indemnified person arising in connection with the PRBI Accelerator Program.

11. GOVERNING LAW AND CONSENT TO JURISDICTION

These Terms and Conditions are governed by the law of the State of Delaware of the United States of America. You agree and submit that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware other than its conflict of laws principles.

The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts located in Delaware, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

12. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous communications, agreements and assurances, whether verbal or written.