

Terms and Conditions

HLB LAUNCHPAD PROGRAMME

1. INTRODUCTION

These terms and conditions (“**T&Cs**”) are set out to govern the HLB LaunchPad programme (“**LaunchPad Programme**”). The LaunchPad Programme shall include HLB LaunchPad Activate 2018 and Partnering with Us.

References to “us”, “we” and “our” shall refer to Hong Leong Bank Berhad (“**HLB**”) and references to “companies”, “you” and “your” shall refer to the Startups (“**Startups**”), which is as defined in Clause 2 below .

We reserve the right to change, amend or delete the T&Cs and other rules and regulations governing the LaunchPad Programme at any time at our sole and absolute discretion. You agree to access the LaunchPad Programme’s website at <https://hlb.com.my/hlblaunchpad> (“**Website**”) regularly to view the T&Cs and to ensure that you are up-to-date with the latest T&Cs.

In the event of any discrepancies between these T&Cs as compared to the advertising, promotional, publicity and other materials relating to or in connection with this LaunchPad Programme, the final T&Cs on the Website shall prevail.

2. ELIGIBILITY

The LaunchPad Programme is open to all companies incorporated in any of the ASEAN countries (Malaysia, Singapore, Thailand, Brunei, Indonesia, Cambodia, Vietnam, Laos, Myanmar and Philippines) with a purpose to develop scalable business model founded by individual(s) that is/ are not:

- a) employee(s) of HLB (whether on permanent or on contractual basis); or
- b) employee(s) of any of HLB’s representatives or agents (including external auditors, vendors, suppliers, advertising agents),

or immediate family members (e.g. spouse, children, parent, brother or sister) of such employee(s).

(hereinafter defined as “**Startups**”).

3. PUBLICITY

Startups must agree to participate in all forms of publicity in respect of the LaunchPad Programme organized by us or on our behalf (including but not limited to interviews and events). You permit us to:

- a) use your Startup or any content in respect thereof at our sole and absolute discretion; and/ or

- b) publish your Startup (or any content in respect thereof) and/ or the name of Participants publicly (including but not limited to the media, in our marketing or advertising materials and/ or on the Website).

4. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights pertaining to your Startups (including but not limited to patents, copyrights, know-how, trade secrets, industrial designs, trademarks, inventions or codes owned by you) shall remain as your property.

You warrant, represent and undertake that your Startups or any content in respect thereof:

- a) are in compliance with the applicable laws, rules and regulations;
- b) does not and will not infringe any intellectual property rights of any third party; and/ or
- c) does not contain any sensitive, obscene or pornographic content and to the best of your knowledge, free from viruses and other malware which could damage, affect or cause malfunction towards any system, or intercept to obtain any information or data.

Notwithstanding any provision to the contrary (if any) contained in this T&Cs, you further undertake to fully indemnify us against any claim of infringement of intellectual property rights and against all costs, expenses, charges, demands, proceedings, actions, losses and damages which we may incur in any action for such infringement or for which we may become liable in any action being brought against us arising out of the matters referred to in this clause.

5. GOVERNING LAW & JURISDICTION

The T&Cs shall be governed by and construed in accordance with the laws of Malaysia and the Startups agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

(A) HLB LAUNCHPAD ACTIVATE 2018

The terms set out below pertain to and are relevant to HLB LaunchPad Activate 2018 ("Activate Programme") only.

1. APPLICATION

You are required to complete and submit the application form ("**Application Form**") available in the Website on or before the deadline as stipulated in the Website. Information provided in your Application Form must be complete and to the best of your knowledge, true, accurate and not misleading.

We reserve the right to, at our sole and absolute discretion:

- a) request for further information (including but not limited to any relevant documents) in relation to your application; or
- b) perform the necessary background checks and/ or due diligence on you and/or the Startups.

2. APPLICATION FEE

There is no application fee for the Activate Programme.

3. USAGE OF INFORMATION

Information provided in your Application Form will be treated as confidential and shall only be used in relation to and for the purpose of the Activate Programme. Such information shall not be disclosed, revealed, disseminated, published, distributed or otherwise make available to any person (other than us and our authorised service providers engaged in relation to and for the purpose of the Activate Programme) unless we are required to do so pursuant to any applicable law or by any governmental or regulatory authority or by the order or ruling of a court or administrative body of competent jurisdiction.

4. DECISION

All determinations and/ or decisions made in relation to the Activate Programme (including but not limited to the selection of the Startups for the purpose of Clause 5 and the determination of the Winner as provided in Clause 6 below) is final, absolute and binding on the Participants. No discussion, enquiry or appeal in respect thereof will be entertained.

5. EQUITY FUNDING

HLB may at its sole and absolute discretion engage Selected Startups ("**Selected Startups**") with commercial contracts following the Demo Day which will be posted on the Website in relation to the HLB LaunchPad Activate 2018 program. Upon such engagement, Cradle Fund Sdn Bhd ("CFSB") may invest up to Ringgit Malaysia Two Million Five Hundred Thousand (RM2,500,000.00) in equity funding in the Selected Startups ("Investment"). The selection of the Investment is subject to CFSB's evaluation on, amongst others, the merits of the Investment. The terms and conditions in relation to the Investment will be outlined in a separate agreement between the said Selected Startup and CFSB. For the avoidance of doubt, HLB shall not be held responsible / liable in the event that CFSB decided not to invest on the Investment.

6. CASH PRIZE

During the Demo Day, a group of panel judges from HLB will select 3 winners (1 grand prize winner and 2 1st runner-ups) from the Selected Startups (collectively known as "Winners") based on the following selection criteria: team strength, product viability, synergy with HLB, degree of innovation and commercial traction.

The grand prize winner will win a cash prize of Ringgit Malaysia Fifty Thousand (RM50,000.00) ("Grand Prize") and the 1st runner-up will win a cash prize of Ringgit Malaysia Twenty Five Thousand (RM25,000.00) each ("1st Runner-up Prize").

Both Grand Prize and 1st Runner-up Prizes are collectively known as "Prizes").

For the avoidance of doubt, the Prizes are non-transferrable to any third parties and subject always to terms and conditions imposed by us. Notwithstanding the above, we reserve the right at our sole and absolute discretion at any time to modify the number of such selection.

7. DISQUALIFICATION

We reserve the right at our sole and discretion (without giving any compensation nor accepting any liability) to disqualify you from participating in the Activate Programme at any time for any reason whatsoever including but not limited to the following circumstances:

- a) You have breached any of the T&Cs and/or other rules and regulations governing the Activate Programme;
- b) your Startup contradicts any of the objectives of the Activate Programme as stipulated in the Website;
- c) you have committed or are suspected of committing any fraudulent, unlawful or wrongful acts or have been declared bankrupt (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy proceedings at any time; or
- d) the Application Form is incomplete or the information provided are inaccurate / false / misleading.

8. LIMITATION OF LIABILITY & INDEMNITY

We are not liable for any non-submission of your Application Form due to any reason whatsoever including but not limited to any error, delay or system failure during your application.

You shall indemnify us from and against all damages, losses, costs and liabilities (including reputation loss or damage to goodwill), whether direct, indirect or consequential, incurred/ suffered by us as a result of your failure to adhere to the T&Cs.

9. CANCELLATION & POSTPONEMENT

We reserve the right to cancel or postpone the Activate Programme at any time. We shall not be responsible or liable to compensate you for any loss, damage or disappointment whatsoever due to the cancellation or postponement of the Activate Programme.

(B) PARTNERING WITH HLB

The terms set out below pertain to and are relevant only to Startups who are interested to partner with HLB. The purpose of the partnership is for the Startup(s) to collaborate with HLB on commercial engagements.

1. EXPRESSION OF INTEREST

You are required to submit your expression of interest via the Contact Us form found in the Website or via email to hlblaunchpad@hlbb.hongleong.com.my.

We reserve the right to, at our sole and absolute discretion:

- a) request for further information (including but not limited to any relevant documents) in relation to your submission;
- b) perform the necessary background checks and/ or due diligence on you and/or the Startups;
or
- c) accept you to be our partner for any collaboration

2. ENGAGEMENT

If your Startup has been selected or deemed to be of interest to us, we will contact you via email or phone call for further discussion or engagement.

Further legal paperwork will commence in order to officiate any formal engagement of business.