EWOR Ideation Fellowship: Education & Pre-Investment Agreement

as of dd.mm.yyyy

Startup Details	Company name (if already incorporated):
Founder/Fellow:	*name, born* Address: Email: Phone:
Education:	The Founder becomes part of the **EWOR Ideation Fellowship Programme** which includes, but is not limited to, access to the EWOR education platform, mentors, coaches and online and in-person community events.
Company Formation:	If the Founder has not yet incorporated a Startup Entity, they are obligated to take the necessary steps within 18 months after the date of this agreement. EWOR will not cover the costs associated with this company formation.
Tuition Fee:	EWOR shall receive 3% of the equity in the (future) Startup Entity as a tuition fee. EWOR GmbH will acquire the shares either at nominal value or through a SAFE Note (or a similar instrument) that will convert into shares of the most senior class of equity in the Startup Entity during a subsequent financing round. If the Founder(s) do(es) not establish a Startup Entity within 18 months from the date of this agreement, and if EWOR does not exercise its investment option within that same period, the tuition fee shall be waived. If EWOR exercises its investment option, the Founder(s) must establish a Startup Entity within 30 days of notice. The 3% tuition fee is payable only once, regardless of the number of Co-Founders.
Investment Option:	EWOR is granted the right, but not the obligation, to invest up to €300k as follows: up to €65k at a €1 million post-money valuation cap (fully diluted, including all allocated and unallocated (virtual) options) through EWOR GmbH via a SAFE Note (or a similar instrument) and up to an additional €235k via an uncapped SAFE Note (or a similar instrument) containing a most-favoured-nation (MFN) clause through a Luxembourg-based investment fund (Roundtable - EWOR Friends & Family Fund I EuVECA SCSp). The investment will convert into shares of the most senior class of equity issued in a subsequent financing round, with rights equivalent to those of the Lead Investor or Major Investor regardless of any threshold. This investment option expires 18 months after the date of this agreement.
Other Investors	The Startup may enter into agreements with other investors prior to EWOR's potential investment, provided that EWOR's rights and investment are excluded from any MFN, anti-dilution or similar investor protection rights.
Pro-Rata Rights:	EWOR shall receive pro-rata subscription rights in every subsequent funding round of the Startup Entity.
Further Assurance:	The Founder and the Startup Entity commit to ensuring all relevant measures and approvals are taken or granted in order to give effect to this Agreement, particularly any later conversion of convertible notes (or similar instruments) into shares in the Startup Entity, and to vote in a shareholder meeting in favour of such measures and waive any statutory subscription rights accordingly.
Termination:	EWOR retains the right to terminate this Agreement for any reason with one week's notice. In such instances, EWOR will abstain from investing in the Startup Entity and will exclude the founder with immediate effect from the EWOR Ideation Fellowship Programme.
No Liability:	Any recommendations and advice provided by EWOR (and its employees and representatives) to the Founder are given without any warranties or liability.
Information Rights:	EWOR is entitled to standard information rights about the Startup (e.g. monthly progress reports to reporting@ewor.com, and financial statements).
Social Media/PR:	EWOR may utilise the Founder's / Startup Entity's name, image, story, and logo for its communication channels (e.g., social media, website, newsletter, PR). The Founder may use the EWOR Logo and the title "EWOR Fellow" on their communication channels.
Governing Law:	This Agreement and any claims arising from it shall be governed by German law. The parties submit to the non-exclusive jurisdiction of the courts of Berlin, Germany.

EWOR GmbH, Berlin represented by:

Name/ Signature

Title:

Founder/Fellow

Name/ Signature

Title: