



Rules of the Orange Fab NON-STOP Program for Poland and Eastern Europe

effective since April 1, 2016

§ I Definitions

The following terms used in these Rules have the meanings defined below:

Orange — the Organizer of the Orange Fab Program, i.e. Orange Polska S.A. with its registered office address of 02-326 Warszawa, Al. Jerozolimskie 160; registered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under the entry number KRS 0000010681; NIP (taxpayer identification number) 5260250995; with a share capital of PLN 3,937,072,437.00, fully paid-in.

Orange Group — Orange S.A. with its registered office in France, as well as Orange, subsidiaries of Orange, and subsidiaries (other than Orange) of Orange S.A. with its registered office in France.

Startup — an entity conducting business activities in Poland, Belarus, Estonia, Lithuania, Latvia, Russia, or Ukraine, having a Project that is operable and technologically advanced, but not sufficiently mature in market terms.

Project — an innovative product or service beneficial to the Startup, Orange, and Orange customers, with a potential for fast launch and large-scale distribution.

Rules — these rules.

§ II CONDITIONS FOR PARTICIPATION

1. To submit the Project to the Orange Fab NON-STOP Program ("**Submission**"), the Startup must:
 - a. properly fill the form available at www.orangefab.pl;
 - b. provide all data necessary for an effective Submission, including the following:
 - i. name of the Startup company;
 - ii. address of the Startup company;
 - iii. contact e-mail address and phone number;
 - iv. brief description of the Project;
 - v. if the Startup is a sole proprietorship or a civil partnership: full name(s) of the owner(s); if the Startup is a commercial company: full names of the persons authorized to represent the Startup;
 - vi. entry number in the CEIDG or KRS register (for entities registered in Poland);
 - vii. data equivalent to that specified in (v) and (vi) above, required for registration purposes in the country of the Startup seat;
 - c. attach to the Submission a copy of the letter of attorney authorizing the submitter to act in the name of the Startup (unless such authorization results directly from the copy of entry in the CEIDG or KRS register or in the equivalent register in the country of the Startup seat);
 - d. confirm that the Startup has studied these Rules and accepts their provisions;
 - e. attach the registration documents and any documents confirming the power to represent the Startup.
2. The Startup shall receive a confirmation of Submission receipt, via e-mail to the address contemplated in § II.1.b.(iii) above.
3. The Startup is obliged to:
 - a. provide only true, accurate, and up-to-date data, not misleading and not infringing any third-party rights;
 - b. update the data provided in the Submission promptly after any change thereto.
4. The Startup shall be solely responsible for the contents of the submitted data and for any infringement of third-party rights resulting therefrom.



5. The Organizer reserves the right to exclude any Startup found acting at variance with the principles of the Orange Fab NON-STOP Program provided herein or against the law.

§ III Orange Fab NON-STOP Program

1. To ensure proper execution of the Orange Fab NON-STOP Program and in particular to properly evaluate the Submissions and select the recommended Projects, Orange shall establish the **Orange Fab Team**.
2. The Orange Fab Team shall be responsible for supervising the proper execution of the Orange Fab NON-STOP Program and for making decisions on any disputable issues related to the Program, including those related to the interpretation of these Rules. The decisions made by the Orange Fab Team are final and non-appealable.
3. While selecting the recommended Projects, the Orange Fab Team may contact any Startup at any stage of the Orange Fab NON-STOP Program in order to request additional explanations or a personal presentation of the Project. For the avoidance of doubt, the exact date, time, and venue of such presentation shall be communicated to the Startup via e-mail, to the address provided in the Submission.
4. The goal of the competition is to promote innovativeness and creativeness of the participants, with due consideration to the feasibility of implementation of the Projects by the Orange Polska Group. The competition is based on the idea of promoting transversal, team-oriented Projects, with particular emphasis on convergence (understood as strong orientation towards customer needs through offering technologically-friendly services accessible at any time and from any place).
5. If the Project is evaluated positively by the Orange Fab Team, Orange may propose to the given Startup cooperation with Orange or with an Orange Group company, under terms and conditions to be agreed upon between the parties.
6. Additionally, the Startup shall be enabled under the Orange Fab NON-STOP Program to conduct together with Orange analytic and development works on the submitted Project, utilizing:
 - tools and competencies of the Startup and of Orange;
 - access to communication channels and the media, including social media;
 - access to the entrepreneurship ecosystem in the form of venture capital funds and investors.

Such works shall be performed with participation of mentors in the areas of business consulting, product marketing, and technology, as well as with participation of international experts.

§ VI COPYRIGHTS

1. By sending the Submission, the Startup declares that it owns the moral rights and proprietary rights to the Project, as well as that the Project does not threaten or infringe any rights (in particular moral or proprietary rights) of any third parties.
2. If any third party raises against Orange or an Orange Group company a claim of infringement of such party's rights (in particular moral, proprietary, or related rights) in connection with the Project, the Startup, being the entity solely liable therefor, shall indemnify such third party, shall reimburse Orange or the Orange Group company for any costs related thereto, and shall hold Orange or the Orange Group company harmless against any liability that might arise in connection therewith. Also, the Startup shall participate in any litigation instituted in connection therewith.
3. By sending the Submission, the Startup authorizes Orange and other Orange Group companies to analyze the Project in terms of its potential of being used for the Orange business.

§ VII DECLARATIONS

1. The submitter of the Submission and any persons participating in the Orange Fab NON-



- STOP Program on behalf of the Startup agree for their personal data (full name, company name, company address, registration data contemplated in § II.1.(b)-(c) above, e-mail address, phone number) to be processed as necessary to execute the Orange Fab NON-STOP Program and to be published in connection therewith, in particular at the Orange Fab NON-STOP Program webpage and at the Project-related social portals.
2. Orange Polska S.A. with its registered office in Warsaw at Al. Jerozolimskie 160 acts as the administrator of the personal data of the submitter and of other persons participating in the Orange Fab NON-STOP Program. The personal data of the Orange Fab NON-STOP Program participants, namely their full personal names, company names, company addresses, registration data contemplated in § II.1.(b)-(c) above, e-mail addresses, and phone numbers, shall be processed as necessary for execution of the Orange Fab NON-STOP Program, in compliance with the personal-data protection regulations and in particular with the Personal-Data Protection Act of August 29, 1997 (consolidated text: Journal of Laws of 2002, No. 101 item 926, as amended). The submission of such data is voluntary, but required for participation in the program.
 3. The data subjects may access and correct their personal data.

§ VIII COMPLAINTS

1. Each Startup may submit a complaint related to the Orange Fab NON-STOP Program. Such complaints must be submitted in writing (with the annotation *Program Orange Fab NON STOP – reklamacja* (Orange Fab NON-STOP Program – complaint)) to the following address of the Organizer: Badania i Rozwój Sieci i Platform Usługowych, ul. Obrzeźna 7, 02-691 Warszawa, or to the e-mail address OrangeFab@orange.com.
2. The Organizer shall consider the complaint within 14 days of its receipt and shall communicate the decision to the Startup, to the relevant e-mail address or to the correspondence address provided in the complaint, within 7 days of the consideration date.
3. The Organizer's decision on the complaint shall be final and non-appealable, although the participant retains its rights to claim under the generally applicable legal regulations.
4. Any disputes related to the obligations under these Rules shall be subject to the Polish common judiciary and to courts with jurisdiction over the Orange seat.
5. The applicable law is the Polish law.

§ IX FINAL PROVISIONS

1. These Rules are effective from April 1, 2016.
2. A Submission is equivalent to acceptance of these Rules by the Startup.
3. Orange reserves the right to amend these Rules at any time. Such amendments shall be effective from the moment indicated in the amended Rules.
4. The current version of the Rules is published at www.orangefab.pl, in a form enabling it to be downloaded to a terminal device.
5. The Startup acknowledges that due to the limited scope of the Projects, various Projects may be similar in nature or scope, which however shall not restrict the competence of Orange to select one of the submitted Projects and shall not be deemed a violation of the existing legal regulations and in particular of the Act on countermeasures against unfair competition.
6. The obligations resulting from the Orange Fab Program do not constitute a promise made in public, as defined in art. 919 ff. of the Civil Code.
7. Orange makes clear that the Startups shall not be entitled to any remuneration for their participation in the Orange Fab NON-STOP Program, except for their benefits



envisaged explicitly herein.

8. These Rules have been drawn up in Polish and translated into English. In case of any discrepancy between the language versions, the Polish version shall prevail.