



The Rules of the *Orange Fab Programme - Poland and Eastern Europe* effective since 03.10.2017

RECITALS

The Purpose of the Orange Fab Programme - Poland and Eastern Europe (the “**Orange Fab Programme**”) is development of Startup businesses by building innovative products or services that Startups shall benefit, Orange and Orange customer. The Orange Fab Programme is a single platform where innovation, talents and new technologies are concentrated.

§ I DEFINITIONS

The terms referred to hereunder shall have the following meanings:

Acceleration – a phase of the Orange Fab Programme, lasting up to 12 weeks, during which the Startup and Orange are working together on the Project submission in accordance with the conditions stipulated by the Parties in Agreement. The Purpose of Acceleration is the development of the Parties' common position on a possibility of using the Project presented by the Startup as part of Orange activities concerning the local and global market, including a potential promotion of the Project via Orange channels. The Acceleration starts once the Startup signs the Agreement.

Orange – the organiser of the Orange Fab Programme, i.e. Orange Polska S.A. with its registered office in Warsaw (02-326), at Al. Jerozolimskie 160, registered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register (KRS) under the entry KRS number 0000010681, NIP (Tax ID): 5260250995, with the share capital of PLN 3,937,072,437.00, fully paid.

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

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

Project – a product or a service having the potential for a rapid launch and large-scale distribution, in at least one of the areas, detailed in orangefab.pl website.

Rules – these rules.

Agreement - the agreement to participate in Acceleration and additional agreements defining the terms of cooperation, stipulating in particular:

- a. cooperation based on a combined product offer on the principles of revenue sharing;
- b. the purchase of an exclusive license for the Project or part of the Project;
- c. obtaining the amounts indicated in § IV section 8 below.



§ II TERMS AND CONDITIONS OF PARTICIPATION

1. In order to make a submission to the Orange Fab Programme (the “**Submission**”), the Startup is obliged to:
 - a. properly fill in the form available at www.orangefab.pl;
 - b. confirm that it has examined the provisions of Terms and Conditions, and that it accepts them;
 - c. provide all data required for an Submission, including the following:
 - i. name of the Startup;
 - ii. the registered address of the Startup;
 - iii. the contact e-mail address and/or phone number of the Startup;
 - iv. a brief description of the Project;
 - v. in case where the Startup is a sole proprietorship or a civil partnership: full name(s) of the owner(s); in case where 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 where the Startup is registered;
 - d. in case where an authorization of a person acting on behalf of the Startup does not result directly from the copy of the entry in the CEIDG or KRS register or in the equivalent register in the country where the Startup is registered – it is obliged to attach to the Submission a copy of a power of attorney authorizing the person to act on behalf of the Startup.
2. As soon as the Submission is verified by Orange, the Startup shall receive a confirmation whether the Submission is correct by e-mail to the email address specified in § II. section 1. c(1) item 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.

§ III JURY

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 appoint a “**Jury**”.
2. The Jury shall be composed of persons designated by Orange. Orange reserves the right to invite any person to be a member of the Jury, in particular Orange partners and cooperating companies.
3. For the avoidance of doubt, it is clarified that the the Jury shall be responsible for, in particular:
 - a. assessment of Submissions and Projects;
 - b. making decisions on any doubtful matters related to the Rules or the Orange Fab Programme;



- c. contacting with the Startups during every part of the Orange Fab Programme in order to obtain further clarifications concerning the Projects.
4. Decisions made by the Jury are final and not subject to an appeal. The Jury has no obligation to provide justification for its decisions.

§ IV RULES OF THE PROGRAMME

1. The Orange Fab Programme consists of three phases:
 - a. Phase 1: preselection of Project submissions;
 - b. Phase 2: in-depth analysis of the submitted Project (“**Deep Dive Session**”);
 - c. Phase 3: Acceleration.Orange reserves the right to invite only selected Startups to participate in particular phases.
2. As part of Phase 1, the Jury shall select Projects submitted by Startups based on the following criteria:
 - a. project's business model;
 - b. the potential of the Startup team;
 - c. the maturity of the Project;
 - d. the adjustment of the Project to the Orange Group's global strategy and to Polish market in at least one of the areas mentioned in the Project definition mentioned in § I of Rules.
3. A Startup qualified to participate in Phase 2 of the Orange Fab Programme, i.e. the Deep Dive Session, shall be notified by Orange via e-mail address provided by the Startup in accordance with § II.1. c . iii hereof.
4. As part of Phase 2, i.e. the Deep Dive Session, the Startups shall present, their company and Project in a form of a Startup Pitch (a short presentation). For the avoidance of doubt, it is clarified that the exact form, time and place of the Startup Pitch shall be communicated to a given Startup in accordance with section 3 above.
5. During Phase 2 the Jury shall select the recommended Projects according to the following criteria:
 - a. project's business model;
 - b. the potential of the Startup team;
 - c. the maturity of the Project;
 - d. the adjustment of the Project to the Orange Group's global strategy in one of the areas specified in orangefab.pl website;
 - e. the adjustment of the Project to the Polish market in one of the areas specified in orangefab.pl website;
 - f. quality of the presentation.As part of Phase 2, Orange reserves the right to conduct detailed analysis of the Project, in accordance with the above criteria.
6. A Startup qualified to participate in the Acceleration shall be notified by Orange via e-mail to the e-mail address provided in accordance with § II section 1 letter c item iii of the Rules.
7. A prerequisite for the Project to take part in the Acceleration (Phase 3) is the signing of the Agreement. For the avoidance of doubt, it is clarified that:
 - a. the Agreement shall be concluded between a Startup and an Orange S.A. Group company;



- b. the conclusion of the Agreement shall be preceded by negotiations and shall always require a decision of a Startup and an Orange S.A. Group company to cooperate on the basis of the Rules and the Agreement;
 - c. Startup's withdrawal from the Orange Fab Programme shall not authorise the Startup to lodge any claims in this respect against Orange or Orange S.A. Group companies, in particular any claims concerning the reimbursement of the costs of participation in the Orange Fab Programme, or award of the Acceleration prizes in accordance with section 8 below.
8. As part of the Acceleration, Orange may transfer to selected Startups a total amount of up to 40,000 PLN (in words: forty thousand zloty) to cover the costs associated with the participation of the Project in the Acceleration, subject to the provisions of section 11 hereof. The amount indicated above can be transferred by Orange in cash or as non-cash benefits, for example Orange services, covering the Startup's costs of travel associated with the Acceleration (e.g. the participation in the Demo Day or other Orange and Orange S.A. events), commissioning third parties with Project testing as part of the Acceleration, etc. Details of the transfer of funds to a Startup (if any) shall be agreed in the Agreement.
9. As part of the Acceleration, the Startup and Orange shall conduct joint analyses and shall work together on the Project submitted by the Startup, using:
 - a. tools and skills of the Startup and Orange;
 - b. access to communication channels and media, including social networks;
 - c. access to the entrepreneurship ecosystem in the form of Venture Capital funds and investors; with the participation of mentors in the area of business consulting and marketing of products and technologies, and international experts.
10. Cooperation between Orange and Startup qualified in accordance with section 6 above shall be stipulated in the Agreement.
11. Orange has the right not to award the amount indicated in section 8 above or to allocate the amount indicated in section 8 above to any Startups which take part in the Acceleration, at its own discretion. Orange also reserves the right to exclude a Startup from the Orange Fab Programme at every stage of the Programme, if Orange has a reasonable suspicion that the Startup operates in a manner that is contrary to the rules of the Orange Fab Programme or illegally.
12. Notwithstanding any other provisions hereof, there is a possibility that Orange or an Orange Group S.A. company may offer the cooperation by:
 - a. buying a product or service from Startup
 - b. the purchase of an exclusive license for Project or its part
 - c. equity participation;
 - d. cooperation on other conditions.
13. Startups participating in the Orange Fab Program, if achieve its objectives in the acceleration agreement, could be awarded by Orange Fab certification, that give credibility to the implementation of the Project by Startup.
14. Orange may invite to the Acceleration programme any other companies that have communicated their will to cooperate with Orange regardless of the Orange Fab Programme, especially from partners, other acceleration programs or startups contests.



§ V SCHEDULE OF THE ORANGE FAB PROGRAMME

The Orange Fab schedule shall always be published by Orange on OrangeFab.pl. Orange reserves the right to amend the schedule referred to above, and in each case will inform the Startup of any such amendment. In order to avoid any doubts it is hereby confirmed that, in order to be valid, an amendment to the schedule shall not require an amendment to the Rules.

§ VI COPYRIGHT

1. By sending its Submission, the Startup declares that it has copyright to the Project, as well as that the Project is not a threat to or does not infringe any third party rights (in particular copyright).
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.

§ VII REPRESENTATIONS

1. By sending its Submission the Startup agrees (or undertakes that it will have the consent of respective persons) to the publication of:
 - a. Full names and images of persons representing the company – in the case of commercial companies;
 - b. conceptual descriptions of the Project applications and solutions at www.orangefab.pl, and the launch of the Project for demonstration purposes in the environments of Orange and partners of the Orange Fab Programme.
2. The submitter of the Submission and any persons participating in the Orange Fab Programme on behalf of the Startup agree to their personal data (full name, the company business name, company registration data referred to in § II, section 1 letter c, e-mail address, phone number) being processed as necessary to execute Orange Fab Programme and to being published in connection therewith in particular at the Orange Fab Programme website and in social networks involved in the Project.
3. Orange Polska S.A. with its registered office in Warsaw at Al. Jerozolimskie 160 acts as the administrator of the personal data of participants the Orange Fab Program. The personal data of the Orange Fab Program participants, namely their full personal names, company names, company addresses, registration data referred to in § II, section 1, c(2) and c(3), shall be processed as for purposes necessary for the execution of the Orange Fab Programme in compliance with the personal data protection regulations and in particular, the Act on the Protection of Personal Data of 29 August 1997 (consolidated text: J. of Laws 2002, No. 101, item 926, as amended). Data submission is voluntary, however the refusal to provide it shall be equivalent to the inability to take part in the Programme.
4. The data subjects may access and correct their personal data.



§ VIII DISPUTES

1. Any disputes related to the obligations hereunder shall be subject to the jurisdiction of Polish common courts and courts relevant to Orange Polska S.A.'s registered office.
2. The applicable law is the Polish law.

§ IX FINAL PROVISIONS

1. The Rules are effective as of 03.10.2017.
2. The Submission is equivalent to acceptance of the Rules by the Startup.
3. Orange reserves the right to amend the Rules at any time. Such amendments shall be effective as of the date specified in the amended Rules.
4. The current version of the Rules is published at www.orangefab.pl and may be downloaded to a user's device.
5. Orange reserves the right to cancel an edition of the Orange Fab Programme in case where the number of Submissions is insufficient.
6. 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 as a violation of the existing legal regulations and in particular of the Act on counterfeiting unfair competition.
7. The obligations resulting from the Orange Fab Programme do not constitute a promise made in public as defined in art. 919 of the Civil Code.
8. Orange underlines that the Startups are not entitled to any remuneration for their participation in the Orange Fab Programme, except for the rights stipulated explicitly herein.
9. These Rules have been made in Polish and translated into English. In case of any discrepancy between the both language versions, the Polish version shall prevail.