



The Rules of the Orange Fab Programme in Poland
effective since 25.02.2020

RECITALS

The Purpose of the Orange Fab Programme in Poland (the "**Orange Fab Programme**") is development of Startup businesses in cooperation with Orange, 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, during which the Startup and Orange are working together on the Project submission in accordance with the conditions stipulated by the Parties in the Agreement concluded between Startup and Orange or an indicated company from the Orange Group.. The Purpose of Acceleration is the development of Orange's and startup's 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 and Orange sign 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 – polish or foreign entity conducting business activities 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 an agreement defining the rules of participation between Orange and Startup 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 by Startup 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. email address and /or telephone number for contacting the persons indicated by 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 or in case of foreign startup the number in other register, in the country where the startup is registered;
 - 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 – Startup is obliged to attach to the Submission a copy of a power of attorney authorizing the person to act on behalf and for the benefit of the Startup.
2. Startups that are covered by international trade sanctions or embargoes, including sanctions as a result of a resolution adopted in accordance with Chapter VII of the UN Charter by the United Nations Security Council or any sanctions imposed by the European Union, the US government (including OFAC) or France, can not participate in the Orange FAB Program.
3. Recruitment to the Program takes place in a continuous mode. 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.
4. Recruitment to the Program may take place additionally in the form of thematic requests for solutions directed by Orange to Startups - then recruitment will be limited in time. Information about recruitment in the form of thematic inquiries will be announced on the website: www.orangefab.pl.
5. 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.
6. The Startup shall be solely responsible for the contents of the submitted data and for any infringement of third-party rights resulting therefrom.



7. Orange reserves the right to request, at its sole discretion and own assessment, any Startup with the direct proposal to join the Program. In case described in first sentence, Startup, which was the recipient of the requested proposal, does not have to submit a project application via the website indicated in section 1 and does not participate in the Selection of Projects referred to § IV of the Regulations. The sole condition of joining by the Startup to the Program will be signing an Agreement with Orange.
8. Startups filling the Application Form on the Orange Fab website according to the section 1, agree that Orange will carry out activities in the process of selection of Startups and, if necessary, acceptance into the Programme described in these Regulations, and they are not entitled to any claims against Orange.

§ III EVALUATION OF PROJECTS

1. To ensure proper execution of the Orange Fab Program and in particular to properly evaluate the Submissions and select the recommended Projects, Orange designates evaluators.
2. Orange reserves the right to invite any person, in particular from Orange partners and cooperating companies.
3. For the avoidance of doubt, it is clarified that the evaluators 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 evaluators are final and are not the subject to an appeal. The evaluators has no obligation to provide justification for its decisions.

§ IV RULES OF THE PROGRAMME

1. The Orange Fab Programme consists of two phases:
 - a. Phase 1: Project selection;
 - b. Phase 2: Acceleration.Orange reserves the right to invite only selected Startups to participate in particular phases.
2. As part of Phase 1 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 via e-mail to the e-mail address provided in accordance with § II section 1 letter c item iii of the Rules.
3. During Phase 1 the evaluators 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 and Polish strategy at least in one of the areas specified in orangefab.pl website;



As part of Phase 1, Orange reserves the right to conduct detailed analysis of the Project, in accordance with the above criteria.

4. 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.
5. A prerequisite for the Project to take part in the Acceleration (Phase 2) 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.
6. As part of the Acceleration, Orange may transfer to selected Startups cash or non-cash benefits related to the participation of the Project in Acceleration, subject to the provisions of section 9 hereof. The benefits indicated above can be provided by Orange in the form of 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.
7. 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.
8. Detailed cooperation rules between Orange and Startup qualified in accordance with section 6 above shall be stipulated in the Agreement.
9. Orange has the right not to award the benefits indicated in section 6 above 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 Fab or illegally.
10. Notwithstanding any other provisions hereof, Orange or an Orange Group S.A. company allow the possibility to cooperate 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.



11. Startups participating in the Orange Fab Program, if achieve its objectives in the Agreement, Orange is entitled to award Startup by Orange Fab certification, that give credibility to the implementation of the Project by Startup.
12. 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 partners from other acceleration programs or Startups contests.

§ V ACCELERATION SCHEDULE

The Acceleration schedule is set individually with each Startup at the conclusion of the Agreement. In Agreement with Startup Orange reserves the right to amend the schedule referred to above, and in each case will inform the Startup of any such amendment.

§ 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

The Startup by sending the Application thereby agrees to publish descriptions of the application concept and solutions described in the Project on the website www.orangefab.pl and agrees to launch the Project for demonstration purposes in Orange environments and the partners of the Orange Fab Program.

§ 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 25.02.2020.
2. The submission of the Application by the Startup, according to the conditions specified above, is equivalent to the acceptance of the terms of the Regulations by the Startup.



3. Orange reserves the right to amend the Rules at any time, provided that these changes do not affect rights already acquired. 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. 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.
6. 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 of April 23, 1964 (O. J. 1964, no. 16, item 94 with further amendments).
7. 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 and confirmed by the Agreement with Startup.
8. 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.