

5PRING Accelerator Call APPLICATION TERMS

5PRING is the UK's first 5G commercial application accelerator. Our aim is to help organisations of all sizes harness the power of 5G to deliver growth and innovation throughout the West Midlands and beyond.

The 5PRING accelerator program is delivered by Wayra UK and its consortium partners; O2, Deloitte, Digital Catapult, in partnership with West Midlands 5G and the program has been sponsored by West Midlands Combined Authority.

Currently, there are WAYRA Academies in Europe and Latin America. Among the Wayra Academies located in Europe, we can find Wayra UK Limited ("**WAYRA UK**"). In this Academy, WAYRA UK offers an acceleration programme based on the direct acceleration services according to the main terms ("**Programme**").

WAYRA UK has partnered with West Midlands 5G, O2, Deloitte and Digital Catapult here after referred to as "consortium partners" and/ or "5PRING consortium partners" to deliver 5PRING accelerator program to harness the power of 5G in the West Midlands.

We are seeking disruptive start-ups with high growth potential which offer innovative 5G solutions to these challenges:

- Customer Experience at public transport stations
- Railway Station Management
- Infrastructure Monitoring, Operations and Logistics
- Geotechnical Operations (Unique to HS2 Ltd and National Express)
- Port Operations (Unique to Port of Tyne)
- Port Monitoring (Unique to Port of Tyne)

Successful start-ups will receive a 3-month support programme providing office space, mentoring and networking. The successful start-ups will also get access to consortium partners networks of investors, government investors, government agencies, customers, large corporates and universities.

The consortium will also hope to continue to support the best of these start-ups beyond their time at the 5PRING Accelerator.

Through this document, the consortium partners are presenting this 5PRING Accelerator Call ("Call") through which we and our sponsors aim to find startups or projects interested in participating in the 5PRING Acceleration programme. The purpose of these terms and conditions is to inform and establish the proceedings to be followed by start-ups interested in being part of the 5PRING Accelerator Call.

Please read the following information. It will help and guide you through the process. In particular, please make note of the selection criteria; this will help frame your application for success.

ANY LIMITATION TO APPLY TO THE CALL?

When we refer to “you”, “your”, “applicants” or the “participants” in these terms, we mean both the start-up and the person who is making the application to the Call on behalf of the start-up and any other founders. Before applying to the Call, you must make sure that you have the requisite authority to do so and can bind these parties in this way.

Before applying to this Call, you need to comply with the following requirements:

1. **Legal age:** all founders shall be at least 18 years old with capacity to undertake legal obligations.
2. **Residence permissions:** founders, and at least a majority of the team members, shall be fully dedicated to the start-up/project in the 5PRING Accelerator space. If the UK is not your country of residence, you will have to arrange all permissions, residence or working visas for that purpose according to UK regulations. Wayra UK and 5PRING accelerator consortium partners will not be responsible for arranging this for you.
3. We are looking for **later stage teams, disruptive start-ups or companies ready to scale-up:** if you have an idea, an mvp, or traction / revenues, we want to know more about you.
4. **Incorporated in UK:** your start-up has to be legally incorporated (before applying to the WAYRA UK program or afterwards, once it has been selected, but anyhow before signing the Agreement as defined below) in the UK (or exceptionally in another jurisdiction but subject to WAYRA UK and 5PRING consortium partners discretion).
5. **Trading in the UK:** your start-up also needs to be actively trading in the UK and contributing to the UK economy.
6. **State Aid:** as the Programme is funded by a government entity (West Midlands Combined Authority), state aid rules will apply. Any start-up selected will need to declare the amount of state aid they have received in the last 3 fiscal years in accordance with these rules.
7. **On Site Attendance:** The programme is based in the West Midlands (Birmingham, Coventry or Wolverhampton) and start-ups are required to have at least one founder present 3 days a week for the duration of the programme at the location in which they applied to.

The personal data that you provide will be processed in accordance with our 5PRING Accelerator Programme Privacy Policy (the “**Programme Privacy Policy**”).

START-UP SELECTION PROCESS

FIRST PHASE: Receipt of applications

However, Wayra UK reserves itself the right to suspend, cancel, modify, and/or extend and / or modify the timeline of the applications, any time, in its sole discretion.

Form: you must submit your application through the online application form.

The platform will only allow you to send your application form once you have duly filled out all required fields and accepted these terms and conditions. If you fail to send it, your project will not be considered for the selection process.

Each applicant shall register and describe their project following the instructions provided in the online application form. All mandatory fields in the form application have to be filled in, in order to be evaluated by Wayra UK and 5SPRING. If you have any questions about the application process, please contact Poppy Dowell (poppy.dowellc@wayra.org), Hilina Risom (hilina.risom@wayra.org) and 5spring@wayra.org.

Some useful tips:

- If you have a Beta or Alpha of your product, show it to us! Demos may help also to understand better your product.
- Think about if your project is at the right stage of its development to apply.
- Take your time in filling in the application form. You will be able to save it and update, modify and complete the information in it at any time. Once you are comfortable enough with the content, submit it before the deadline and we will evaluate it.
- Be creative. We love creative and different people.

SECOND PHASE: Evaluation

During the Call, Wayra UK will evaluate and select, at their sole discretion, the start-ups/projects that we deem most interesting according to the following non-exhaustive criteria:

- Maturity of the project
- Business opportunity and growth potential
- Business model consistency and go-to-market strategy
- Technological, innovative and disruptive nature
- Synergies with Telefónica, its partners and the WAYRA and 5SPRING consortium Ecosystems
- Scalability and high growth potential
- Team skills and balance

THIRD PHASE: Shortlisting

As a result of the evaluations, a shortlist of some projects will be obtained. The shortlisted projects will be selected for a virtual or face-to-face meeting (the “**Finals**”) with the founder team, to evaluate your business and your team potential.

In this notification and prior to the meeting, Wayra will send out the following:

1. **Wayra – 5PRING Acceleration Agreement** – This template agreement (not valid unless signed by Wayra) which sets out the standard terms on which companies participate in the 5PRING Acceleration Program should you be selected. It includes confirmation on such items as the services provided and the terms on which you will occupy the space, as well as the commitment we expect from you. The Wayra- 5PRING Acceleration Agreement is a standard form document, whose terms cannot be changed. As such Wayra will not negotiate its terms with any applicant. If you are one of the projects selected by the Final Selection Panel, we recommend that you obtain independent legal advice about the terms of the Agreement and submit any questions relevant prior to the Finals.
2. **Wayra Applicant Due Diligence Questionnaire** – This due diligence questionnaire will be sent to you and should be completed straight away. It is referred to in our agreement, it helps us understand more about your company and contains certain statements of fact that you must stand behind (in addition to prior documentation or assertions made to the Wayra team). It is part of our due diligence process and we may have further questions where relevant during the meeting or separately.
3. **Branding Guidance for use of 5PRING consortium partners branding** – If successful, we will then issue you guidelines from the consortium partners for use of any branding. If selected, you should note that until the Wayra – 5PRING Acceleration Agreement is signed, no Wayra and/or 5PRING and/or consortium partners branding should be used by you, until completion of the programme.

You will be expected to confirm at the Finals that should you be accepted you have no issues with using the Wayra –5PRING Acceleration Agreement (not a legal agreement until signed by you and Wayra), you have completed the Applicant Questionnaire and acknowledge that there is brand restrictions for use of any Wayra or 5PRING branding.

Wayra UK will contact the shortlisted projects to announce which of them have been selected to join a programme cohort. 5PRING consortium partners might also ask the shortlisted teams directly for additional information on their project which must be provided within the applicable period for appropriate evaluation.

FOURTH PHASE: Signature of the Agreement and entry into programme

Congratulations, this means that you are one of the teams with the biggest potential.

However, there are some formalities we need to complete before you can be accepted into the Programme. Where Wayra has completed its due diligence, we will issue the contract for electronic signature with your updated details contained as the other party. Please note that there is a cut-off date attached to this signing of contract and any invite to join the 5PRING Accelerator.

The Wayra- 5PRING Acceleration Agreement is a standard form document, whose terms cannot be changed. In case this Agreement is not signed, you will not be able to enter the Programme.

OTHER TERMS AND CONDITIONS

The participants will authorise 5PRING (WAYRA UK and consortium partners) to disclose and publish a summary of the projects involved, and also the images and names of the participants in charge (by agreeing to these terms and conditions, you are confirming you have the required consents/authority for 5PRING-WAYRA UK and consortium partners to do such) of those projects through the Internet or any media for advertising promotional purposes and with no entitlement to any remuneration in that regard.

The participants to this Call and/or the Programme authorise Wayra UK and consortium partners (and its affiliates, contractors and/or consultants) to take images and record videos and audios within the events that might take place during the different phases of the selection process and/or the Programme and they authorise Wayra UK to use these images, videos or audios as well as the names, titles and summaries of their projects, subject to no time limit, in any source and format (both paper or digital -social networks, medias (internals or externals) webs, etc...-) for the purpose of promote, spread and develop the Programme. Such license is made with the right for Wayra UK to assign such rights to a third party, without time and geographical limits and free of charges/royalty.

RESERVATIONS AND LIMITATIONS

This document aims to establish the conditions and the selection process of the start-ups that might participate in the Programme.

Nothing in the Call shall oblige WAYRA UK to make any offer to any applicant concerning admittance to the Programme or shall oblige any applicant to accept any offer of admittance to the Programme.

The terms and conditions set out in this document do not give rise to any obligation or contractual offer by Wayra UK or its partners or promoters to you, beyond what is provided in these specifications.

Wayra UK reserves the right to cancel, suspend or modify any of these terms and conditions of the Call, for any cause, without notification to you. Any cancellation, suspension or modification will not give rise to entitlement to any claim from the participants that have submitted applications for admission to the Programme.



Wayra UK reserves the right to reject those projects that, according to its own criteria, do not fulfil the requirements to participate in this Call and the Programme.

Moreover, Wayra UK reserves the right to exclude those projects that, at its own criteria, do not fulfil the requirements to participate in this Call and the Programme. Applicants will only be admitted to the Programme after signature of the Agreement. The applicant will assume all the expenses incurred due to their participation in this Call and/or the Programme (this include, travel expenses, accommodation expenses and of any other nature).

Good luck!

TERMS AND CONDITIONS

Yes, this is the formal part, but it's important!! As we will be exchanging information about your project, it is important that you carefully read this part so we are all clear about the use of information and responsibilities surrounding it. Acceptance of the Terms and Conditions.

Your participation in the Call by way of submitting your online application will be considered as acceptance of these terms and conditions (which also includes the information about the Call set out above).

Wayra UK and 5PRING consortium partners reserves the right to cancel, amend or suspend any aspect or criteria of the application or the selection process or to leave vacant spaces on the Programme as they deem appropriate.

Applicants will be deemed to understand and accept that they communicate their projects at their own expense and risk.

Each Applicant undertakes to hold Wayra UK harmless against any claims by third parties in relation to the ideas or innovative items contained in its application.

Wayra UK will be entitled to reject any application that violates these terms and conditions.

Your application

Wayra UK reserves the right to automatically disqualify any applicant which seeks to bypass, or interfere with the selection process or which engages in any untoward practices and/or which avails itself of any practices that may be considered as contrary to the spirit of Wayra UK or to the business principles of the group of companies of which Wayra UK forms part.

Through this document the applicant acknowledges that it is sending its application voluntarily.

The information provided by the applicant must be correct, truthful and complete, and the applicant must take full responsibility for any inaccuracies. If not, Wayra UK will be entitled, without prejudice to any other legal means at its disposal, to withdraw, refuse or suspend the rights granted to the applicant through these terms and conditions.

The applicant accepts that Wayra UK takes the final decisions concerning the Call and selection of application. The applicant acknowledges that even if Wayra UK accepts its application, it is not obliged to progress the application either partially or totally. Any applicant that has not received notification by Wayra UK within 60 days of posting its application on the website will be considered as not proceeding.

Your intellectual property.

Each applicant guarantees that the content of its submission is of its original creation and does not infringe any rights including third-party intellectual property rights and that the content is not unlawful, nor has it been created in breach of any contractual obligation it may hold vis-à-vis a third party.

Without prejudice to subsequent agreements, by merely taking part in the Call the applicant will not lose or otherwise assign ownership in relation to any rights that may arise from its application. Wayra UK may assign and transfer any of its rights and obligations under these terms and conditions to any affiliated company.

WAYRA intellectual property.

All intellectual property rights (a) in the website; (b) in its content; and/or (c) developed through your use of the website, throughout the world, belongs or shall belong to us (or our licensors). You have no intellectual property rights in, or to, the website, or its content, other than the right to use them in accordance with these terms.

The submission of an application will not, unless authorised otherwise, imply any rights in favour of the applicant to use any intellectual property rights of Wayra UK, its affiliates or licensors including the promotion of the project in any forum using the name, trade marks, logos or similar designs of or associated with Wayra UK.

Not an Offer of Employment.

Under no circumstances will the submission of an application form, the use of it by Wayra UK or any stipulations in these terms and conditions be interpreted as an offer or a contract of employment by Wayra UK or any of its partners.

Confidentiality and Processing of personal data.

The content of any ideas and projects submitted to this Call, and all data and information of any kind furnished by the applicant will be treated as confidential by Wayra UK and its partners.

Your personal data will be processed in accordance with the Programme Privacy Policy.

Warranties.

Wayra UK does not guarantee the availability and continuity of operation of the website, and consequently it does not guarantee that the website will operate in a permanent and flawless manner, nor will it take any responsibility for any damage or loss incurred by the applicant due to the non-use or the impossibility of use of the information or services provided through the website. Wayra UK shall not be liable for any damage or loss that may be incurred by interference, omissions, interruptions, computer viruses or disconnections of the portal and the services for any cause, including causes beyond Wayra UK's control.

The applicant will undertake all responsibility for the interpretation and use of the information on the website. Wayra UK does not accept any responsibility for the reliability or utility of the services provided by third parties through the website.

Limitations on Use.

In connection with your use of the website, you must not:

- use the website for any purposes other than to make an application to the Programme;

- use the website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the website or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the website, including by the submission of any material (to the extent that such use is not licensed by these terms);
- remove, alter, or obscure any copyright, trade mark or other proprietary notice appearing in the website or related materials;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the website;
- use the website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- collect or harvest any information or data from the website or our systems or attempt to decipher any transmissions to or from the servers running any service;
- rent, lease, sub-license, loan, provide, or otherwise make available, the website in any form, in whole or in part to any person without prior written consent from us;
- copy the website, except as part of the normal use of the website or where it is necessary for the purpose of back-up or operational security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the website, nor permit the website or any part of it to be combined with, or become incorporated in, any other programmes, except as necessary to use the website on devices as permitted in these terms;
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the website; or
- fail to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the website.

Indemnity.

You agree to indemnify and hold us and our affiliates, consortium partners, officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of these terms and conditions, or any applicable laws, regulations or third party rights.

Contacting us.

All correspondence and notifications concerning the process are delivered by email to the contact person indicated on the application form.

Jurisdiction and Applicable Law.

These terms and conditions and any non-contractual rights arising out of or in connection with them shall be governed by and construed in accordance with the laws of England.

Any dispute, controversy or claim arising out of these terms and conditions or its interpretation shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Updated 24-09-2020