

The Statute

Article 1 – About “Unlock your ability” Challenge

The “Unlock your ability” Challenge (hereinafter the Challenge) is an initiative promoted by ABB S.p.A. – ABB SACE Division (hereafter ABB) and realized in collaboration with PoliHub Servizi srl (hereafter PoliHub).

The program targets aspiring entrepreneurs with groundbreaking business ideas, product- or service-oriented projects, supporting them through a tailored empowerment path and through the facilitated access to resources, facilities and relationships in the energy distribution ecosystem.

The goal of the Challenge is to enhance and reward the best start-ups and business ideas in the energy distribution field, in order to transform innovation excellence into viable operating models, thus actively participating in the development of a more sustainable and environmental friendly economic energy distribution model.

The application areas include:

- Smart energy
- Grid edge
- Integration of distributed energy generation from renewable sources
- Energy Data Analytics & Predictive Analytics
- Power management & Energy efficiency solutions
- Asset monitoring & management

Article 2 – Eligible subjects

The call is open to start-up initiatives proposed by subjects not yet constituted in legal form or constituted in legal form for less than 12 months from the application date.

The eligible subjects are aspiring entrepreneurs (over 18 years old, individually or in teams), falling under the following categories:

- Employees, contractors and professionals from the private sector and public administration
- Graduates from primary, secondary and higher educational institutions
- University students or professors, graduates, graduate students, researchers and temporary research fellows.

Projects can be proposed by teams or individuals. The maximum number of team members is 4.

The deadline for the submission of the applications is April 30th, 2017.

The Organization reserves the right to modify if necessary the procedures for the submission of applications and to extend one or more terms of delivery and submission of applications by posting the notice on the website.

Article 3 – What we offer

The goal of the Challenge is to enhance and reward the best start-ups and business ideas in the energy distribution field, in order to transform innovation excellence into viable operating models.

The selected projects participate in a training and acceleration program coordinated by PoliHub, as described below:

1. *Innovation Training & pitch presentation* offering the 20 best projects selected a live-streaming training course aimed at enhancing the innovative entrepreneurial idea. The training is followed by 1 month of remote support by dedicated tutors from PoliHub, who will help each team put into practice the lessons learnt during the training sessions.

At the end of the month, the projects are presented at a pitch session before a Jury, nominated by ABB and PoliHub, that selects a maximum of 3 projects which access the Acceleration Program. The pitch session could be held remotely, if necessary, by video-streaming.

2. *Acceleration Program*, taking place at ABB premises, specifically thought and designed for the particular needs of the selected projects, allowing to strengthen the technical and entrepreneurial skills of the teams and to concretely support Participants (hereafter “The Participants”) in the development of their projects. The Acceleration Program lasts 6 months, during which the selected teams will be supported by dedicated tutors and mentors from PoliHub and ABB. The Acceleration Program includes:

- co-development of the product/service with experts from ABB on ABB premises in Bergamo (Italy);
- development of a tailored technical and business development path;
- consolidation of the team and the business plan through training sessions;
- networking meetings with key national and international sponsors (business angel, venture capital);
- professional support by consultants, industry experts, established entrepreneurs, teachers, researchers, etc.

For the participation to the Acceleration Program, the teams will receive a flat-rate reimbursement of 1500 EUR per month (1000 EUR for one-person teams).

By the end of the Acceleration program, the teams are expected to present the following deliverables:

- a working prototype (minimum viable product) tested in operational environment
- a detailed business plan with projections on a 5 years time frame

3. *Final Event*, where the accelerated teams will present the results achieved during the Acceleration Program in front of a panel composed of ABB Managers, PoliHub experts and investors.

Article 4 – Program stages and how to participate

The program is defined into the following stages and timing:

1. Collection of applications: deadline April 30th, 2017
2. Assessment of applications: deadline May 30th, 2017
3. Innovation Training: training days on June 7th, 8th and 9th, 2017; pitch session mid July, 2017
4. 6-month Acceleration Program: Sept. 1st 2017 to Feb. 28th, 2018
5. Final Event: March 2018

1. Collection of applications - deadline April 30th, 2017

Participants must submit their applications no later than April 30th, 2017, at 11.59PM, on the dedicated website.

The application procedure involves:

- a. To fill out an online form relative to the project and the members of the team (each application must indicate a main reference person).
- b. To upload attachments, such as:
 - i. Team members' curricula vitae;
 - ii. Slide deck for the project presentation;
 - iii. Any technical annexes or tables or other useful elements (optional).
- c. To provide the URL of a video-pitch uploaded on free platforms (e.g. YouTube, Vimeo), in which the project team presents and describes the project in a maximum of 4 minutes (four minutes), possibly by means of video animations and video demo of the project itself. If the video is password protected, the relevant access code must be provided.
- d. To provide the twitter account of the team/project.

General information:

- Participation is free and involves no obligation or commitment of any nature outside the conditions laid down in this Statute;
- All documents presented must be in English;
- By sending their applications and the documents for the participation in the call for ideas, Participants declare that the information provided is truthful and that every decision of the Jury is accepted unconditionally.

2. Assessment of applications - deadline May 30th, 2017

Applications will be examined by the Jury – better described in Art. 5 below – which reserves the right to request additional documentation and to summon the applicant for an extensive interview, in person or through videoconference (Skype/Hangout). The assessment will be based on the criteria described in Art. 5 below and will lead to the selection of the 20 projects that will access the Innovation Training.

3. Innovation Training & pitch session - June 7th, 8th and 9th, 2017; pitch session mid July, 2017

Each project receives the support of PoliHub tutors and mentors, aimed at expanding the project proposal and preparing an effective presentation. The Training is held by video-streaming on the dedicated website. Attendance by the team members is mandatory.

The teams present their projects in a pitch session before the Jury, which selects a maximum of 3 projects that gain access to the next step, the Acceleration Program.

4. Acceleration Program – Sept. 1st 2017 to Feb. 28th, 2018

The projects selected during the elevator pitch session access the Acceleration Program, as defined in Art. 3. The Acceleration Program requires the physical presence of the team on ABB premises in Bergamo. Each team is coached by a mentor and a tutor, who plans the most appropriate modes of coordination (in person meetings, Skype calls, etc), according to the needs of each project. During the Acceleration Program, the teams work on the development of their projects, with the aim of achieving tangible results (prototypes,

technical testing, market testing, refinement of solutions already at an advanced stage of development, etc), which are then presented during the final event.

5. Final Event

At the end of the Acceleration Program, the accelerated teams present the results achieved (in a pitch presentation) during a public event to be held in Milan.

Article 5 – Composition of the Jury and criteria for the evaluation of the project proposals

The projects and their progress will be reviewed by the jury, which consists of:

- Representatives of ABB;
- Representatives of PoliHub (technical partner);
- Other representatives from the startup ecosystem;
- Institutional representatives;
- Representatives of venture capital funds operating in the energy sector.

The Jury assesses the projects regularly submitted and deemed eligible under the following criteria:

- Fulfilment of a need/necessity;
- Innovativeness of the solution;
- Business and Technological impact;
- Technical feasibility and economic sustainability;
- Quality and skills of the team;
- Scalability/replicability.

The Jury evaluates the progress of the projects in a pitch held at the end of the Innovation Training. The clarity and effectiveness in the presentation of the project (pitch) are considered rewarding elements. The Jury's decision is final and binding.

Article 6 – Privacy and confidentiality

6.1 ABB, PoliHub, as well as all the subjects involved in the various stages of implementation of the activities within the Challenge, are bound to keep confidential and not to disclose to third parties or to use directly or indirectly – for reasons not strictly connected to the implementation of the initiative itself, as well as to the related activities, referred to in points 3 and 4 above – the information, data and documentation relating to the Participants and the entrepreneurial projects proposed that they get to know during the organization and implementation of the initiative.

Such commitment remains valid also after the conclusion of the initiative itself. It is specified in advance that, for the activities covered by this initiative, the organizers of the same can benefit from third party collaborations.

6.2 In this case, data and personal information, and/or information related to the projects submitted, can be communicated to third parties, entrusted under point 6.1 above, for purposes exclusively related to the preparation/organization of the initiatives or activities that constitute a significant and essential part of the Unlock Your Ability program, better described in the previous Articles 3 and 4, care of the organizers, pursuant to the provisions on privacy referred to in Italian L.D. 196/2003.

In connection with the foregoing, PoliHub is responsible for informing third parties, referred to in paragraph 6.1 above, of the private and confidential nature of the information and for obtaining, in their exclusive interest, the undertaking, on the part of the same third parties, of appropriate confidentiality commitments, while acknowledging the responsibility for damage caused in consequence of any breach of such commitments.

On the basis of the above, Participants in the Challenge initiative therefore recognize and acknowledge that under no circumstances ABB and PoliHub can be held liable with regard to any claims, damages, direct or indirect, or consequences arising from the fraudulent use of the information by the aforementioned third parties.

The personal information provided for the participation in the selection of the Challenge initiative will be used by ABB and PoliHub in their capacity of independent Holders, each for the profiles of their respective competence.

The omitted consent to the processing of personal data by the Participant, to be issued at the foot of the aforementioned disclosure, involves the impossibility to participate in the Challenge.

With regard to the communication activities for the promotion of the Challenge, the projects submitted by the Participants in the Acceleration Program will be made public as for their general features, as agreed with the Participants themselves.

Article 7 – Limitation of liability

In consideration of the modes of participation in this initiative, ABB and PoliHub assume no responsibility for technical malfunctions (hardware or software), interruptions of network connections, registrations of users failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted, or for registrations of Participants which, for any reason, have not been received, electronic communications (or of other kind) that have been delayed or other technical problems related to the registration and the upload of contents as part of this initiative.

ABB and PoliHub shall therefore exclude any form of repayment and compensation, both partial and total, regarding:

- Any damage to property and/or persons caused by the Participants or by “external assistants” in the performance of the different stages of the program;
- Injuries or damage occurred to Participants and their “external assistants” in the performance of the different stages of the program.

Article 8 – Guarantees and releases

Participants in the Challenge guarantee that:

- the contents submitted do not contain material in violation of the rights, positions or claims of third parties (with reference to the law on copyright and industrial property and other applicable laws or regulations);
- the contents submitted do not contain any unlawful material, prohibited by law or contrary to what is stated in this Statute;
- the contents submitted are freely and legitimately usable in accordance with the provisions of this Statute insofar as the Participant is the holder of the rights to use, because he/she has acquired the right to their use from all subjects entitled, and taken care of the complete fulfilment and/or satisfaction of rights, including

economic, owed to the authors or other subjects entitled of the contents and/or the work which such contents are derived and/or extracted from, or due for use of the related rights under the law.

The subjects participating in the Challenge declare to be aware that the contents of the projects delivered for the purpose of the participation in the initiative covered by this Statute are uniquely and exclusively under their responsibility (including penal responsibilities), thus relieving as of now ABB and PoliHub from any third party claims.

ABB and PoliHub also reiterate their non-involvement in any action and behaviour carried out during the event by individual Participants that will constitute a violation of the civil and criminal laws currently in force.

Article 9 – Intellectual property and publishing rights

9.1 The material and intellectual property of what is presented in the application submitted by the Participants (“Background Intellectual Property”) remains their property, with the right of the Organization to use the same only with reference to the Challenge.

9.1a Since the commencement of the Acceleration Program and in any case, for a period of 12 (twelve) months after the end of the Acceleration Program (“The Period”), it is recognized and granted to ABB an exclusive Option right for:

1) the negotiation and purchase, under fair and reasonable economic conditions of the property rights of, or at least of a license related to, the “Developed Intellectual Property”, as well as to the “Background Intellectual Property” of any Participant, to the extent they are needed for the commercial exploitation, under whichever form, of the selected project(s), it being understood and agreed that Developed Intellectual Property means any works protectable under current copyright and patent regulations (by way of example only: software, hardware, publications, etc.) which have been developed by the Participant (whether jointly or not with ABB or even with a limited contribution of this latter) throughout of the Acceleration Program,

or

2) to the extent applicable, the right of acquiring a shareholding under fair and reasonable economic conditions interest (and, in any case, any form of equity investment) into the corporate capital of the legal entity representing the relevant Participant which owns the selected project(s).

9.1b In order to protect the above-mentioned exclusive Option right granted to ABB, up to the end of “The Period” the Participants are bound to keep confidential and not to disclose to third parties nor to use directly or indirectly – for reasons not strictly connected to the implementation of the initiative itself, as well as to the related activities- referred to in Articles 3 and 4 above – any Developed Intellectual Property.

9.2 Where the Participant is at any time provided with any material in which the intellectual property rights are owned by ABB (or their respective licensors) such as source code, documentation, inventions or details of procedures or policies it shall, unless expressly authorized in writing, keep such material separate from its Background Intellectual Property and clearly identified as belonging to ABB.

9.2a To the extent that the Participant is expressly permitted to integrate ABB’s material into its own it shall do so in a way that it remains clearly identifiable and shall not do anything to suggest that it has any rights in such material other than as a licensee. Following the end of the Acceleration Program, or on earlier request from ABB, the Participant shall remove all such material from its Background Intellectual Property and destroy it or, to the extent that they cannot be separated, destroy the material containing ABB’s material.

9.2b Unless otherwise stated, all material provided by ABB (or on its behalf) to the Participant (other than the one which is in the public domain not as a result of a breach of confidentiality obligations) is confidential and the Participant shall not disclose such information to any other party save as expressly permitted or as

requested by law. The teams participating to the Acceleration Program will be required to sign a Non-Disclosure Agreement with ABB.

9.2c Each of the parties acknowledges the importance of maintaining the confidentiality of any information relating to anything which is potentially protectable, whether by way of patenting or not, in Italy or in any other country (described here as an “invention”).

9.2d Where a party receives any information which it is informed of, is aware, or ought reasonably to be aware that it may relate to an invention or potential invention, then it shall keep such information confidential and secured and shall not disclose it to any other party, other than a party to this Statute or a party who is subject to equivalent obligations of confidentiality. Each party agrees that it shall not take any step, which would or may affect the patentability of such invention. This clause 9.2d shall not apply to information which is in the public domain (other than as a result of a breach of obligations of confidentiality) or which a party is required to disclose by law.

9.3 Without prejudice to Art. 9.1 and 9.1a, each Participant undertakes and irrevocably acknowledges and agrees that ABB and PoliHub do not have any additional obligations other than those expressly indicated in the present Statute in relation to submitted Projects including those selected for the Accelerated Program, and expressly and irrevocably waive any right or claim of whatsoever nature for activities/projects under execution or to be executed in future by any legal entity part of or affiliated with ABB Group and related to subject matter of submitted Projects.

Article 10 – Acceptance of the Statute

Participation in the initiative implies the total acceptance of this Statute and its Annexes, which Participants declare having read, understood and accepted. The failure to accept the Statute and the incomplete, inaccurate or false compilation of the application form by the Participants will entail the disqualification from the competition, the loss of any right to any awards, waiving any form of recourse against ABB and PoliHub. Each Participant is hereby informed of the legal consequences that false and mendacious declarations entail.

Article 11 – Statute amendments

ABB and PoliHub reserve the right, without liability, to amend this Statute at any time, including the rights or obligations of Participants, ABB and PoliHub. In such event, the amendment will become effective at the time the amended Statute is posted on the dedicated website.

Article 12 – Dispute/litigation and applicable Law

The Statute is regulated by Italian Law. The Court of Milan is competent for any dispute/litigation.