



RETAIL
INNOVATION
LAB

K A P I T A

LEGAL BASES RETAIL TECH INCUBATION PROGRAM

Madrid, April 2021

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INTRODUCTION

The company Skintelligence Investments SL, hereinafter Kapita, with registered office at C / Gran Vía, nº 16, 4 Izquierda, 28013 Madrid and CIF number B-88516430, announces the first edition of the RetailTech Incubation Program.

RetailTech Incubation Program (hereinafter, the Program) is a program created with the intention of promoting, driving and fostering innovation, collaboration, technology and creativity in the Retailtech vertical.

The Program is an initiative fostered by the Retail Innovation Lab (Kapita's platform to drive innovation and lead the transformation of the retail industry), in an effort to identify, develop and validate innovative solutions that allow the convergence of the physical and digital worlds in the retail space.

The Program aims to help young entrepreneurs obtain clarity on the fundamentals of their project, the result being the structuring and validation of their MVP prepared by a business plan document that they can use to pitch. A percentage of the incubated projects will have the opportunity to be part of our next Acceleration Program.

The objective of the program with this call is to promote the development of a maximum of fifty ideas / projects that fall within the next categories:

- In-store technologies that allow retailers to transform stores into relevant and efficient locations
- Technologies that enable and improve online sales, optimize the customer experience or internal monitoring of execution.
- New retail formats: any novel sales format other than a traditional store
- Technologies applicable to supply chain & logistics
- Deep tech for retail

Selected projects will be offered:

1. **Incubation Program:**

- **Training and active learning:** The platform offers a hands-on learning approach inspired by MIT's Disciplined Entrepreneurship and as a result, a business plan in PDF will be generated.
- **Expert accompaniment:** access to a pool of mentors and experts specialized in numerous areas that will support the selected projects in the development of their pilot project.
- **Networking.** the projects become part of an ecosystem and international meeting point for corporations from the retail sector, adjacent industries, entrepreneurs, investors and academic entities.
- **Perks:** access to masterclasses with experts + more than 30K in discounts on HubSpot, Amazon WS, Google Suite, MailJet, IBM ...

In addition, by being a participant of the program, projects can benefit from.

- **National and international diffusion**
- **Acceleration.** A percentage of the projects will have the opportunity to be part of our next Retail Acceleration Program.

I.- PARTICIPATION AND ADMISSION DEADLINES.

The program is aimed at natural and/or legal persons (established companies), that make up a team of legal age (18 years).

The program will only admit one application per project.

Projects must be submitted as indicated in the call, with the information requested and in the required format, within the established deadlines, as well as comply with any additional requirements established in

these Terms and Conditions. Failure to comply with the presentation format will lead to the automatic exclusion of the project.

The deadline for the project presentation will begin on April 27th, 2021 and will end on May 17th, 2021 at 11:59 p.m. (Madrid, Spain time zone).

II.- REQUIREMENTS, DOCUMENTATION TO BE PRESENTED, REGISTRATION.

The jury may exclude from the call the projects that do not meet the requirements.

The registration process will be carried out through the web: <https://retailinnovationlab.io>

To submit an application, after registering on the web, you must fill in the corresponding online form following the steps indicated there. The registration process is considered completed when the registered participant receives an email that certifies it.

Those candidatures that are not presented on the aforementioned website and accompanied by the duly completed registration form, may be automatically eliminated. Kapita is under no obligation to notify affected participants of the deletion.

Candidates must guarantee, with full indemnity for Kapita, the veracity of the information provided, as well as that they are the owners - or who have obtained the authorizations that come from the owners - of the information provided and of the exploitation rights against third parties, of all documents, graphic materials and other data included in the submission form.

III.- SELECTION AND ASSESSMENT PROCESS

Before carrying out the evaluation of the ideas / projects, a first verification of compliance with the terms and conditions of these Bases will be carried out by the applicants. It is expressly stated that projects that do not comply with them will not be eligible.

The evaluation of the projects presented will be based on the following criteria:

- The degree of innovation of the idea and the arguments that demonstrate its value so that it can become a reality.
- Capacity and experience of the team to the develop the proposal.
- Commercial scalability.

IV.- LEGAL REQUIREMENTS.

The participation is free and all participants must be natural or legal persons whose members are of legal age.

Kapita will interpret and complete the bases of this program, filling in its gaps and resolving any doubts that may arise.

The presentation of candidatures for this call is granted to all those who identify themselves individually or to those members of a team, with the condition of participants in the aforementioned initiative.

Participants guarantee the accuracy and veracity of the data they provide for participation in it, so that the falsity of any type of data, or the breach of any of the requirements indicated in these Bases, will be sufficient cause for the elimination of the Program's participation.

Participants and / or startups will be asked to sign a Responsible and Acceptance Statement (ANNEX 1).

V.- INDUSTRIAL AND / OR INTELLECTUAL PROPERTY RIGHTS.

The content provided by the participants will be considered intellectual creation, and the participants must guarantee that they have all the intellectual and industrial property rights over the contents or the appropriate authorizations to be able to present the projects to the Program, responding to any third party for the exploitation of such intellectual and industrial property rights, exonerating Kapita from any responsibility.

After the incubation period, Kapita may request participation in boosting the project: if Kapita shows interest in investing in the project, it will be subject to a company valuation process. Likewise, the terms will be specified in the specific agreements that Kapita may sign with the entrepreneurs.

VI.- DATA PROTECTION.

In compliance with the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and European Regulation 2016/679, of April 27, 2016, the participants authorize and consent that Your data is processed and incorporated into a file that will become Kapita's, responsibility and will use it for the following purposes:

- Inclusion in the Program's communications database.
- Carry out specific training for startup entrepreneurship.
- Dissemination of the activities carried out in the media and social networks.

Participants ensure that the data presented is true and will provide the required documentation.

VII.- DISCLAIMER OF LIABILITY.

Kapita is not responsible for any damages arising from the participation in this Program. Consequently, the participants exonerate Kapita, in the broadest possible way in law, from any type of liability, sanction, claim, lawsuit or civil, commercial, criminal, administrative or any other type of cause, including compensation of any nature. and / or nature, costs or any other type of expenses (expressly including the fees of Lawyers and Attorneys) in which Kapita may be involved.

VIII.- CONFIDENTIALITY.

Kapita and the selected startups agree that all information communicated to the other party in the course of the Program, shall be considered as Confidential Information.

By "Confidential Information" it is understood all the information, whether oral or written, communicated by one party ("Issuing Party") to the other ("Receiving Party") in order to carry out a collaboration between both, being considered as confidential among others: the contents of this program, scientific, technical, financial, legal, fiscal and commercial information, business models and strategies, "know how", names of possible clients, brands, projects, operations and, confidential Information is exclusive property of the Issuing Party. In no case may it be understood by virtue of this clause that the exchange of information implies an assignment or license of rights over it.

Notwithstanding the foregoing, the following are expressly excluded from the concept of Confidential Information: (a) Information of public knowledge; (b) information received by any of the Parties that comes from an independent third party; (c) that must be communicated by law or by judicial or administrative requirement; (d) the information that was known to the Receiving Party prior to the date they received it from the Issuing Party, provided that the Receiving Party can prove it with documentation.

Damages and losses derived from the custody, use, treatment and / or willful or negligent disclosure of confidential information, will entitle the injured Party to claim the corresponding compensation and reparations for the breach of confidentiality obligations in that any of the Parties had incurred.

As to current legislation on the protection of personal data, the Parties declare their recognition and respect for it.

Any of the Parties may assign its rights and obligations derived from this clause without the prior written consent of the other.

The provisions of this clause will enter into force at the time of its signature but it extends its effects to the Confidential Information previously disclosed.

IX.- CONTACT.

For more information about the call for the Program, please check the program's website, <https://retailinnovationlab.io>

For more information about the call or if you have any questions regarding the eligibility rules or the information that will be requested in the registration form, please contact the call support email: hola@kapita.io

ANNEX I

MODEL OF RESPONSIBLE DECLARATION AND ACCEPTANCE OF RULES

D. _____ with national identity document number _____, acting on Name _____ from everyone the signers from is _____ statement _____ residing in _____ Street _____, DECLARES UNDER YOUR RESPONSIBILITY:

1. CONTACT INFORMATION

- a) Authors of the project (name, surname and ID)
- b) Project representative (name, surname, ID, residence address)
- c) Other contact details:

Landline phone
Mobile phone
Website Email
Profiles RRSS

IMPORTANT: The email address provided in this section will be used for all notifications related to the application and the selection process.

2. DECLARATION of the signatories:

That they are up-to-date in complying with the tax and Social Security obligations imposed by the current provisions.

3. OTHER STATEMENTS

The signer / s declares:

- That the information provided is accurate.
- That they are the intellectual authors of the ideas or projects they present and that they have not made use of privileged or registered information without the corresponding permissions.
- That they are responsible for any claim on intellectual property or use of private domain information, keeping Kapita harmless from any possible claim.
- That they undertake to deliver the additional information that may be required.
- That will inform about changes in the constitution of the team before the date of announcement of the winners.

That you have the degree of maturity and experience required to participate in this entrepreneurship contest.

4. DECLARATION OF ACCEPTANCE OF THE RULES AND CALL

Likewise, you declare that you know and accept the provisions of the incubation program bases published in <https://programs.bridgeforbillions.org/kapita-program/>

The data provided will be incorporated into a personal data file owned by Kapita, in order to manage the call. The owner of the data may exercise the rights of access, rectification, cancellation and opposition by writing to the aforementioned Company at C / Gran Vía 16, 4 Izquierda 28013 Madrid or by email to the address hola@kapita.io

THE ASSIGNOR may exercise said rights and any others granted by the personal data protection regulations in force at any given time, within the terms and periods provided for therein.

In _____, _____ of _____ 2021