

GROW Mobility

The Startup Program, powered by Brisa®

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Closing location:

ONLINE ONLY:
WEBPAGE ADDRESS Attention: https://connect.startus.cc/brisa-startup-program/

Closing date and time:

Complete electronic response must be received before 11:59 pm GMT on 30 April 2019 in accordance with RFQ and website instructions.

Contact person:

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GROW Mobility

The Startup Program, powered by Brisa® Request for Qualification Terms and Conditions

The Startup Program, powered by Brisa®, request for qualification (hereinafter, the “RFQ”) is promoted by Brisa – Auto Estradas de Portugal, S.A., a company incorporated and validly existing in Portugal, with head offices at Quinta da Torre da Aguilha – Edifício Brisa, São Domingos de Rana, Portugal, registered with the Companies Registrar of Cascais, with the sole registration and taxpayer number 500 048 177, with a share capital in the amount of € 6.000.000,00 (six million euros) (hereinafter, “Brisa”). Brisa plans to launch the RFQ in conjunction with StartUs GmbH, a company incorporated and validly existing in Austria, with head offices at Mariahilferstraße 136, A-1150 Vienna, registered with the Companies Registrar of Vienna, Austria, under number FN 451678h, tax number ATU70804016 (hereinafter, “StartUs”). By participating in the RFQ, you are deemed to accept these terms and conditions.

INTRODUCTION TO THE BRISA GROUP

Brisa, the group that established the core of the Portuguese highway system, counts innovation as one of its fundamental vectors, allowing it to be at the forefront of technological evolution. With GROW Mobility, disruptive start-ups can now profit from the group’s 45+ years of experience with proven results delivered.

In 2016, Brisa Group reached an EBITDA of 484€ million while operating 735 CCTVs, 140 road sensors, 71 patrolling vehicles, 35 meteo stations, and 17 highways among other assets, making it a perfect breeding ground for innovative technologies.

Apart from the concession portfolio, as well as the operation and maintenance activities, the Brisa Group operates in three main areas, within the mobility industry:

- (i) **Operations:** Coordinates resources required for an active traffic management including assistance to road users.
- (ii) **Technology:** References players worldwide for innovative and distinctive technology solutions supporting mobility intelligent transportation systems (ITS).
- (iii) **Mobility Services:** Includes electronic toll collection, fuel stations, and public transportation, among others.

As the group transforms from a road concession company to a mobility company, establishing relationships with innovative thinkers becomes a core goal to achieve the company’s mission. GROW Mobility focuses on marketing new solutions and building partnerships with strategic players who share the same vision towards mobility.

1) What we are looking for and eligibility criteria

In cooperation with StartUs, Brisa is looking for innovative start-ups to gain fresh ideas and, in turn, support them in bringing their service or product to the market.

- a. The RFQ is open to start-ups (incorporated or not). To participate, applicants must be legal entities (organizations or individual entrepreneurs), university research teams or individuals or groups of individuals, regardless of industry focus, resident or with their principal place of business within the European Union, Albania, Belarus, Bosnia & Herzegovina, Iceland, Kosovo, Liechtenstein, Macedonia, Moldova, Montenegro, Norway, Serbia, Switzerland, Ukraine, who have innovative technology or solutions which can be applied to any of the three areas outlined in Section 2 below (hereinafter, the “Areas”). Individuals (and each member of any group of individuals) participating must be a minimum of 18 years old and of the legal age of majority in their country of residence.
- b. Applicants must own, at the time of application and throughout the RFQ, the rights to deploy any idea, solution, technology, product and/or service which they put forward in connection with their participation in this RFQ. Brisa reserves the right to request evidence of ownership of relevant rights and to disqualify any applicant, where Brisa is not satisfied as to ownership of the relevant rights (in its sole discretion).
- c. Brisa reserves the right to verify applicants’ eligibility to participate in this RFQ and may request information necessary for such purpose (which may include suitable evidence of identity and age, signed acceptance of these terms and conditions (including the collection, storage, transfer and processing of personal data described in these terms and conditions) and/or the certificate of incorporation for any corporate entity submitting an application in the context of this RFQ). Applicants shall provide such evidence and information as may be requested by Brisa, with a sworn-in translation into English and as otherwise required by Brisa, in connection with such purpose.
- d. Brisa reserves the right to verify the consent of any natural person submitting any application and to the use of their personal data in accordance with Section 10 and 11(d). Applicants shall provide such evidence and information in English, as may be requested by Brisa, in connection with such purposes.

2) Key Areas and what we offer

Brisa aims to work with pre-seed & seed stage start-ups offering strong products & services around Electronic Toll Collection (ETC), big data, Global Navigation Satellite System (GNSS), telematics, and Road User Charging. Innovative start-ups that already have a Minimum Viable Product (MVP) in place can apply to one or more of the following topics:

1. **New Mobility**: includes carpooling & car sharing, among others;

2. **Tolling & Telematics**: solutions such as blockchain, IoT (Internet of Things) or recognition technologies;
3. **Road Infrastructure**: involves operation & engineering solutions in terms of road & lightning conditions, as well as monitoring, data & analytics, and predictive maintenance.

With more than 8 million customers, 1600+ km of roads and the newly established Brisa Campus, prequalified applicants can be sure to increase delivery speed and agility, should Brisa, at its sole discretion, decide to go ahead with any contractual arrangements with any such prequalified applicants. While generating convenient and efficient services for their clients, Brisa aims for prequalified applicants to connect with. Selected prequalified applicants may have access to an array of corporate resources and benefits ranging from:

1. Full access to the entire spectrum of Brisa's market
2. Sandbox for field tests
3. Connection to new clients & investors
4. Contact to an extensive mentor network
5. Possible later financing
6. Exclusive access to office spaces on Brisa's Campus
7. Management insights & access to administrative tools

For further information over the Brisa Group and on what Brisa may offer to prequalified applicants, please go to: <https://connect.startus.cc/brisa-startup-program/>.

3) Enquiries and RFQ Application

- a. All enquiries related to this RFQ are to be directed, in writing, to the contact person at the contact details appearing on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon.
- b. Applications may be submitted from 1 March 2019 and must be submitted no later than 30 April 2019;
- c. Applications received after 30 April 2019 will not be considered.
- d. Participation in this RFQ is free. However, applicants are responsible for any costs incurred in preparing or submitting an application.
- e. Please go to <https://connect.startus.cc/brisa-startup-program/> to complete the application online, in order to submit the application. You can complete the application in relation to each of the Areas set out in Section 2. above.
- f. Applicants may submit an application for one or more of the Areas identified above. However, a separate application must be submitted for each Area.

4) Selection and prequalification review criteria

- a. The judging panel will announce the prequalified applicant(s) for each of the Areas in May 2019 (hereinafter, the "Prequalified Applicants"). Prequalified

applicants will be notified using the e-mail address provided in the respective application.

b. Applications for each of the Areas will be assessed on the basis of the following criteria set by Brisa and StartUs:

- Mandatory criteria

The following are mandatory requirements. Applications not clearly demonstrating that they meet them will receive no further consideration during the qualifications review process.

Criteria
(i) The application must be received on the website by the specified closing date and time.
(ii) The application must be in English and must not be sent by facsimile or email.
(iii) The application form must include all relevant information that is asked for.
(iv) The application must be relevant to the areas defined for GROW Mobility.
(v) Applicants must have a Minimum Viable Product (MVP) in place.

- Desirable Criteria

Responses meeting all mandatory requirements will be further assessed against the following desirable criteria. An applicant not reaching the minimum score (if specified) in a given category will receive no further consideration during the qualifications review.

Criterion	Points Available	Minimum score (if applicable)
(i) Uniqueness and creativity – the level of innovation in the proposed technology, product or service and whether it represents a significant step forward in technology	30	20
(ii) Technology readiness level	20	10
(iii) Business level – capability of the applicant to support the development of the proposed technology, product or service	30	20
(iv) Team – experience in the industry and/or entrepreneurial experience	20	10
TOTAL POINTS AVAILABLE	100	60

- c. The judging panel for selecting the Prequalified Applicants of the RFQ will consist of senior representatives from Brisa and StartUs. The judging panel's decision will be final and no correspondence will be entered into.
- d. The winner's selection will take into consideration not only the quality of the service/product, but also the cost and scope of work of the pilot.

5) Prequalification

- a. Prequalification and/or participating in the startup program does not provide any guarantee of future collaboration with Brisa, or investment and/or assistance from Brisa. Any such future collaboration, investment and/or assistance is in the sole discretion of Brisa and would (if applicable) be subject to a separate formal agreement agreed between Brisa and the relevant company, organization or natural person.
- b. This RFQ is not an agreement to purchase goods or services. Brisa is not bound to enter into a contract with any Prequalified Applicant. Responses will be assessed in light of the qualification review criteria set out in Section 4b above. Brisa and StartUs will be under no obligation to receive further information, whether written or oral, from any applicant.
- c. For the winning team(s) Brisa will offer the possibility to build a pilot with the startup product or service within Brisa's Group Ecosystem, combining the startup capabilities with the resources and market reach of Brisa. For the duration of the Pilot, all the time needed to be worked on location (Brisa HQ), Brisa will support travel expenses and accommodation for all the necessary elements of the team who are working directly on the project, up to a certain reasonable amount to be further notified in due time by Brisa. In addition, the project cost will also be supported by Brisa. Winning start ups are expected to take some risk during the pilot and shall not put any margin on the services/product. Notwithstanding the above, the pilot project shall be subject to mutually agreed terms and conditions to be entered into between Brisa and the winning team(s).

6) Intellectual property and Confidentiality

- a. All applicants participating in the RFQ agree to the following principles:
 - i. Confidentiality is not guaranteed in any way. If an applicant wishes to keep elements of their concept or idea confidential, the applicant should not include that information in its application;
 - ii. Non-disclosure agreements (NDAs) between the applicant and Brisa, StartUs and/or the judging panel will not be allowed;
 - iii. Nothing in these terms and conditions will affect Brisa or any applicant's ownership of any intellectual property rights. Applicants are required to grant Brisa and StartUs only such rights as are required to evaluate and

judge their application in the context of the RFQ and to permit Brisa to provide and engage in the presentation event with the prequalified applicants;

- iv. Applicants represent and warrant that their application and the idea, solution, technology, product and/or service presented in their application is owned by them, does not include any rights owned by a third party and did not involve the participation or assistance of subcontractors, suppliers or any third party. Applicants further warrant that their application and the idea, solution, technology, product and/or service presented in their application does not infringe any third-party rights (including intellectual property rights). APPLICANTS SHALL INDEMNIFY BRISA AND STARTUS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES) OR LIABILITIES ARISING AS A RESULT OF A BREACH OF THE WARRANTIES INCLUDED IN THIS SECTION.

7) Liability

- a. Participation in the RFQ is free and, save for refund of the inbound and outbound journeys to the Prequalified Applicants (only) and as otherwise set out in this Section 7, StartUs, Brisa and their affiliates do not (to the maximum extent permitted by Law) accept any liability to any applicant whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these terms and conditions or any applicant's participation in the RFQ.
- b. To the maximum extent permitted by Law, StartUs and Brisa and their affiliates shall not have any liability to any applicant whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the RFQ or these terms and conditions for any loss of profit or economic loss (direct or indirect), or indirect or consequential loss suffered by the applicant or any other person howsoever arising.
- c. To the maximum extent permitted by Law, StartUs and Brisa and their affiliates do not assume any liability, and each of them shall have no liability or obligation whatsoever for disclosures of information provided by an applicant as part of an application or otherwise during the course of the RFQ.
- d. To the maximum extent permitted by Law, StartUs and Brisa and their affiliates shall not have any liability under these terms and conditions or in relation to the RFQ in relation to any matters which are outside of their reasonable control.
- e. Nothing in these terms and conditions shall serve to limit or exclude StartUs or Brisa's or its affiliates' liability for:
 - 1. Death or personal injury arising from their negligence;
 - 2. Fraud;

3. Liability under any mandatory provision for which liability may not be excluded or limited under the applicable Law;
 4. Damages caused intentionally or through gross negligence; or
 5. Any other matter which cannot be limited under applicable Law.
- f. In case of mere negligence, Brisa shall only be liable for breaches of fundamental contractual obligations and only for typical or foreseeable damages.

EACH APPLICANT SHALL KEEP STARTUS AND BRISA AND THEIR AFFILIATES INDEMNIFIED IN FULL AND ON DEMAND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, ACTIONS, LOSSES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL AND OTHER PROFESSIONAL ADVISER'S FEES AND DISBURSEMENTS, ECONOMIC LOSS AND LOSS OF PROFIT (DIRECT OR INDIRECT), INDIRECT LOSS OR CONSEQUENTIAL LOSS) RESULTING DIRECTLY OR INDIRECTLY FROM (A) THE APPLICANT'S FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS; OR (B) ANY CLAIM OR ALLEGATION BY A THIRD PARTY THAT THE APPLICANT'S APPLICATION OR ANY OTHER MATERIAL SUBMITTED BY THE APPLICANT INFRINGE THAT PARTY'S RIGHTS OR BREACH ANY APPLICABLE LAWS.

8) Disqualification

- a. Brisa reserves the right to disqualify and exclude any applicant from the RFQ at any time, in the unlikely event that an applicant or any person representing the applicant:
- i. Fails to comply with these terms and conditions;
 - ii. Causes embarrassment to Brisa or StartUs, or other participants involved in the RFQ, for example, by inappropriate or offensive behavior (the final decision on acceptability rests with Brisa);
 - iii. Provides false or inaccurate information or fails to demonstrate (to Brisa's satisfaction) ownership of the intellectual rights associated with the product and/or service presented as part of the application;
 - iv. Fails to deliver the offer to an acceptable standard as detailed in the applicant's application;
 - v. Does not comply with any applicable Laws or regulations (or whose application does not comply with any applicable laws or regulations); or
 - vi. Provides false or inaccurate information about their legal status, capacity or eligibility under the terms or fails to demonstrate (to Brisa's satisfaction) their legal status, capability or permission, as required in Section 1 of these terms and conditions.

If any of the above circumstances arise, an applicant may be excluded from involvement or further involvement in this RFQ.

9) The Startup Program RFQ dates / locations

Brisa reserves the right to cancel, change or reschedule any or all activities associated with this RFQ or to cancel, terminate, modify or suspend the RFQ as a whole. Brisa shall

notify applicants participating in the RFQ of any changes to terms and conditions, deadlines or dates and/or any termination, suspension or cancellation of the RFQ by publishing the information at <https://connect.startus.cc/brisa-startup-program/>.

10) Personal Data

Brisa and StartUs will collect certain information from the applicant as is necessary for administering the RFQ. In the submission, the applicant will be asked to provide information and details about the actual entry. This information constitutes personal data if and when it relates to an identified or identifiable natural person. Brisa and StartUs and any independent member of the judging panel require this personal data to administer the RFQ, for the purposes set out in this Section 11(d) below, to be able to contact the prequalified applicants for prequalification and the presentation event and for contacting the applicant about potential future collaboration. The personal data will not be used for any other purpose. It will be transferred to and stored by StartUs and by Brisa. Brisa and StartUs will keep the personal data for the duration of this RFQ and until they have evaluated whether the submission offers possibilities for further evaluation and collaboration. While Brisa will protect the applicant's personal data, the level of data security may not be the same as the applicant's country of residence. If the applicant or any person whose personal data is disclosed in the submission, does not want the personal data necessary for the submission to be transferred to Brisa and/or StartUs, and stored in its servers, it cannot and should not participate in the RFQ. Any applicant entering personal data of another applicant in the submission is required to ensure that the other applicant has consented to this use of their personal data. Brisa and StartUs hereby acknowledge and agree that they shall comply, at all times, with the provisions set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, for the collection and processing of any personal data.

11) Miscellaneous

- a. Each prequalified applicant will be responsible for any tax liability arising as a result of this RFQ (if any). Neither StartUs nor Brisa shall have any liability in respect of any such tax liability;
- b. All applicants applying on behalf of an organization or in the course of their employment must have permission from their organization/employer to submit an application, to accept these terms and conditions in full on behalf of their organization/employer and to disclose all of the content of their application, together with any other information provided to StartUs, Brisa and any other member of the judging panel;
- c. No applications will be returned;
- d. APPLICANTS CONSENT (AND SHALL PROCURE THE CONSENT OF ANY INDIVIDUAL NAMED IN THEIR APPLICATION) TO THE USE OF THEIR NAME AND CONSENT INCLUDED IN THEIR APPLICATION IN BRISA'S AND STARTUS' PUBLICITY REGARDING THE RFQ, WITHOUT THE NEED FOR FURTHER APPROVAL AND

WITHOUT COMPENSATION. THE PREQUALIFIED APPLICANTS FURTHER CONSENT TO THE USE OF THEIR NAMES (AND THE NAMES OF THE PEOPLE INCLUDED IN THEIR APPLICATION) IN A LIST OF PREQUALIFIED APPLICANTS PUBLISHED BY BRISA AND/OR STARTUS;

- e. No applicant may assign or transfer any or all of its rights under these terms and conditions to any third party, without Brisa's prior written consent;
- f. These terms and conditions set out the entire agreement between Brisa and each applicant and override any prior correspondence or representations relating to this subject matter. All applicants acknowledge that they have not made any application in the context of this RFQ in reliance on any warranty, statement, promise or representation other than those set out in these terms and conditions;
- g. No applicant will have a claim against Brisa and StartUs for a misrepresentation (unless that misrepresentation was made fraudulently) or any warranty other than those set out in these terms and conditions;
- h. If any provision of these terms and conditions is ruled to be invalid for any reason, that invalidity will not affect the rest of these terms and conditions which will remain valid and enforceable in all respects;
- i. Any variation to these terms and conditions must be in writing and will be communicated by Brisa on <https://connect.startus.cc/brisa-startup-program/>.
- j. StartUs has the benefit of and shall have the right to enforce any provision of these terms and conditions directly against any applicant;
- k. The agreement with each applicant formed on the basis of these terms and conditions is intended to be legally binding, SAVE AS OTHERWISE MANDATORILY DETERMINED BY THE APPLICABLE LAWS, THIS AGREEMENT AND ANY ISSUES, DISPUTES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH IT (WHETHER CONTRACTUAL OR NONCONTRACTUAL IN NATURE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF PORTUGAL AND SUBJECT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF LISBON – OESTE (*"Comarca de Lisboa - Oeste"*)

São Domingos de Rana, 27 February 2019