



PROSEGUR

SPECIFICATIONS FOR PARTICIPATING

COME IN | OPEN INNOVATION PROGRAMME

1. INTRODUCTION

PROSEGUR GESTIÓN DE ACTIVOS, S.L. (hereinafter, Prosegur), a company in the Prosegur Group, domiciled at Calle Pajaritos, 24, 28007 Madrid, Spain and with company tax code (CIF) B-86003258, has been commissioned by the Prosegur Group to promote and manage the implementation of Prosegur Group's innovation projects.

This document establishes the specifications that govern the process for participating and selecting the best projects geared to resolving the challenge proposed by Prosegur through the **Prosegur 2020 Open Innovation Programme CHALLENGE FUNDACIÓN** (the "**Programme**").

Prosegur is a world leader in the private security sector. Since it was founded in 1976 the company has developed a strategy based on three key pillars: innovation, a first-rate team, and above all a fully customer-centric organisation.

As well as driving organic development, the company has pursued inorganic growth, which has enabled it to become the market leader in all three business lines and geographic locations.

Prosegur currently operates in 25 countries across five continents via at least one of its business lines (Prosegur Security, Prosegur Alarms, Prosegur Cash and Cybersecurity). The group posted revenue of 3,939 million euros in 2018, has a team of more than 167,000 employees and is the only Spanish security company listed on the Madrid and Barcelona stock exchanges.

The Prosegur business model is grounded on responsible and sustainable operations, as well as constant adaptation to the emerging dynamics and demands of its environment.

Prosegur provides high value-added services for a wide range of customers. The company develops integrated security solutions for businesses, specialist cash management services and alarm systems for homes and shops. All of these solutions and services make significant use of technology, underpinned by an innovative approach to security.

Prosegur has 4 lines of business:

- ▶ Prosegur Security provides comprehensive security services, based on an optimal combination of manned guarding and the latest technological and analytical capabilities. This chiefly includes the use of guards, mobility services, electronic security systems, comprehensive systems maintenance, fire protection, global risk analysis, consultancy and control centre activities.
- ▶ Prosegur Cash provides services ranging from cash in transit to outsourced high added-value services. The business is chiefly aimed at financial institutions, retail establishments, government agencies, central banks, mints, jewellers and other business operations around the world.
- ▶ Prosegur Alarms provides a wide range of services to enhance the security of homes and businesses. They include the installation and maintenance of home alarms, as well as alarm monitoring via the alarm reception centre (ARC) and alarm response.

- ▶ Prosegur Cybersecurity, under the Cipher brand, promotes the safety of assets, information systems, processes and of course, people. It offers monitoring and analysis of data and information, identification of events linked to information leaks, cyber-attacks, cyber-crime and digital fraud, and other services related to cybersecurity.

In addition, Prosegur has its cross-cutting business support area (IT, Financial, Human Resources, Legal, Tax, Media Management, etc.).

Prosegur Foundation

FUNDACIÓN PROSEGUR (hereinafter, Prosegur Foundation), with registered office at Pajaritos, 24, 28007 Madrid, Spain and Tax Identification number G-28969590 is a not-for-profit organization which acts as a channel for Prosegur's social and cultural activities, the aim of which is to help build a society with greater solidarity, generating development opportunities for people.

MISION

- To build a more caring society with less inequality.
- To promote our own projects in the field of education and the social and labour market integration of disabled persons and to encourage corporate volunteers.
- To promote team work among our employees and the interchanging of good practices, thus consolidating our programmes around the world.

OBJETIVES

- To support youth education, in the belief that education is the best tool for future development.
- To encourage the social integration of less fortunate groups, with a view to generating a change of attitude towards more caring values.
- To encourage corporate volunteer actions, seeking to strengthen employees' abilities and skills, as well as to make them aware of the company's social work.

Like any other company, Prosegur is facing a paradigm shift in terms of how to create value and how to relate to its customers.

Based on the premise of broad collaboration, the company is convinced that security intelligence is becoming increasingly important in the current framework. Furthermore, in order to operate in line with this new blueprint, Prosegur must be agile and adapt to circumstances that can change at any time. It must also have the necessary intelligence to operate with a certain level of comfort in these changing scenarios with new players, which can lead to new social behaviours.

Prosegur wants to be an open company, a company on a constant quest and with a sufficiently creative mindset to formulate new visions of its sector. And all without ever losing sight of the ethics that underpin everything it does. Global security is having to deal with the intense dynamics of transformation; as a result, one of the paths on which the company is embarking is predictive security.

To respond to these issues, it is creating new services that combine different technologies like big data, IoT and artificial intelligence.

In this exciting scenario, Prosegur is embracing a different way of operating in the security business.

Prosegur fosters innovation and internal process optimisation. To this end, the company is engaged in far-reaching digital transformation, which includes driving the use of new technologies in all business lines and promoting global multi-service centres. These initiatives help to demonstrate the outstanding quality of the services offered by Prosegur and reflect the company's commitment to innovation and excellence.

The 2018-2020 Strategic Plan was introduced in 2018 to further consolidate the company's industry leadership via three key pillars: Digitalisation, Innovation and Growth.

We strongly encourage participants to visit our website and discover the scope of our services <https://www.prosegur.com/> and <https://www.fundacionprosegur.com/>

2. THE PROGRAMME

The ultimate goal of the Programme is the co-development of pilot projects between the startups and experts from Prosegur. The applications received go through a selection stage.

A selection panel will assess the solution based on criteria such as innovation, cost and impact on the business.

2.1. What are we looking for?

The Programme is targeted at startups with a functional prototype which are seeking to validate their technologies in a real environment and generate new lines of business.

The startups may be Spanish or from abroad. They must offer, solutions that can provide a total or partial response the Challenge defined by Prosegur.

2.2. What do we offer?

Pilot project

Once selected, the startups will provide their services and collaborate with Prosegur experts for a period of approximately 1-2 months to find a solution to the challenges posed under the Programme. Once the pilot projects are complete, the businesses will evaluate the possibility of continuing their professional relationship with the startups.

Advice

Prosegur will make its own resources available to the startups to resolve questions relating to the development of the pilot project and generate new opportunities for the startups.

Payment for collaboration

Prosegur and Prosegur Foundation will pay for each solution selected after the "Selection Day" the cost of the pilot up to a maximum of fifteen thousand euros (€15,000).

Fast-track payments

When will the money come? To address this recurring question in the relations between the corporations and startups, Prosecur is offering a fast-track system for payments and legal services.

Coworking space

Prosecur may decide to make available its facilities in Madrid or elsewhere to the projects. The startup will be able to access these fully equipped premises at any time they wish, on prior request to Prosecur.

2.3. Who can participate in the Programme?

We are looking for innovative and mature startups with traction, from anywhere in the world, which can provide us with solutions based on the challenge proposed.

The members of the project promoter team must have the legal capacity to enter into binding agreements.

Startups must be legally incorporated and not be in the process of dissolution.

The information that the participants provide when registering in the call for applications must be true, so participants whose information is false, incorrect or incomplete will lose any option to participate in the Programme.

By registering in the call for applications the participants accept in full and without reservation and unconditionally the terms contained in these specifications.

Requirements:

- The project promoter must be a natural person, of legal age and with legal capacity to be bound.
- The project company must be legally constituted and does not incur legal cause of dissolution.
- The project promoters cannot have been convicted by a final sentence, for malicious crimes, as long as the criminal responsibility has not been extinguished
- The team should have a working prototype/PoC
- The startup should be available for on-line interviews in English or Spanish
- Employees of the Organizer, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively “the Employees”), and immediate family members and/or those living in the same household of the Employees are not eligible to participate in the Contest
- The promoters of the project may not have been convicted in a final judgment for an intentional crime, unless the criminal liability has expired.
- Comply with our Code of Ethics. Link: [CODE OF ETHICS AND CONDUCT](#)
- Say whether you are participating in a programme with similar features to the Programme.

Participants who, from the start, or at any later time, do not meet any of these requirements, may be excluded from the Programme and lose any option to receive any remedy and any right to make any claim against Prosecur for any reason.

Prosegur reserves the right not to accept into, or remove from, the Programme without prior notice all those participants who, in its opinion, act fraudulently, abusively, contrary to the spirit of the Programme or the law, to the rights of third parties and/or good faith. In addition, Prosegur may remove any participant or related person whose actions may be contrary to Prosegur's reputation or good name.

None of the above decisions shall entitle any participant or potential participant to make any claims for damages, expenses etc.

How are applications presented?

The startups interested in participating in the call for applications must register and submit their application via the electronic mechanisms provided on the Prosegur website www.prosegur.com

They must fill out the application for participation on the website and complete the online form that they will receive at the email address indicated in the application, attaching to it as much information as required or that they consider of interest to support their proposal.

The application period will begin on 16/06/2020 and end on 06/07/2020 at 23:59 (GMT+1).

Additional information is available on comein@prosegur.com.

3. EVALUATION CRITERIA

Criteria for evaluating the Projects:

- Problem or need that is resolved: The problem or need addressed by the proposal will be assessed, within each area of interest, taking into account whether the proposal responds to it a comprehensive or partial manner; and, if partial, the degree of relevance of the matter at issue.
- Technology: The aim is to find a solution to the proposal, based on possible and viable technology.
- Regulatory compliance: The extent to which the solution complies with the regulations of the markets in which the participants operate will be assessed.
- Replicability: Given that Prosegur is a global corporation, the solutions that have been demonstrated to be effective have a real possibility of escalating within its corporate group, being shared with other countries and other businesses, so the replicability and escalation potential of the proposed solution will be taken into account.
- Possibility of swift implementation: A value will be placed on the time needed to implement the proposed project through a pilot experience.
- Those responsible must be available within reason to participate in the meetings and to support the Innovation Department's technical team in developing the project for the winners.

4. SELECTION PROCESS

How will the selection of the projects be carried out?

The selection process will be managed by the committee making the decision, made up of the Management of the Innovation Department, as well as the representatives responsible for the published challenge and the Management of Prosegur's Tech Venture (the "Decision-Making Committee").

The proposals will be evaluated by a jury selected by the Innovation Department and announced in mid-May.

During the selection process, the Decision-Making Committee may contact those responsible to schedule online or on-site personal interviews.

Those responsible for the participating startups in the Programme must be available throughout the whole process to attend and participate in meetings, interviews or events.

The selection made will be notified to those chosen by email from the account comein@prosegur.com.

Projects that are not selected will be included in the database of the Department of Innovation, which will reserve the right to contact those responsible for any other future challenge that may arise.

On 17/07/2020, the winning projects will be revealed.

The announcement of the winners will be made at the end of this day and published on the Prosegur website www.prosegur.com, as well as other online and offline communication channels normally used by Prosegur, together with others arranged specifically for the Programme.

What requirements do the participants have to meet?

For the startups taking part in the selection process:

- Participation in the meetings, interviews or events defined in the selection process.
- Transfer of relevant information on the business/technology during the selection process to make it easier for Prosegur to make its decision.

For the selected startups, sign the participation agreement, which will include the following commitments:

- Develop and exploit the pilot project exclusively through the people or entities that sign the contract with Prosegur, giving the pilot project priority dedication to ensure its viability.
- Participate in the Programme in accordance with instructions issued by the Programme administrators.
- Participate in all sessions, interviews, events and activities of the Programme, with a minimum physical presence in Prosegur to allow the viability of the pilot project.
- Allocate 100% of the resources obtained for participation in the Programme on the pilot project.

- Grant of the right of preferential negotiation in favour of Prosegur for the products or services developed under the Programme.
- Scheme for exploiting the technologies used/developed.

5. RIGHTS RECOGNISED TO PROSEGUR UNDER THE PROGRAMME

Image right

The participants will authorise Prosegur to invite the media to cover the various activities carried out during the Programme. In addition, all selected candidates must authorise Prosegur to disclose and publish through the Internet, social media and any other type of media a summary of the projects in the Programme, and to use the image and name of the participants responsible for these projects.

Preferential bargaining right

At the time of executing the agreement that will regulate the participation of startups in the Programme, a first-negotiation right (the "First-Negotiation Right") will be granted in favour of Prosegur. The First-Negotiation Right means that Prosegur will have a First-Negotiation Right, without any commitment to reach an agreement, for the acquisition, marketing, licence, distribution and any type of use of the results, products or pilot services (the "Product", as defined below), ahead of any third party. If Prosegur wishes to exercise the First-Negotiation Right for the use of the "Product", the participants can expect an exclusive agreement with Prosegur after the pilot.

"Product" shall mean all knowledge and technologies, whether or not licensed, such as experimental information, formulas, software, creations, discoveries, know-how, information or inventions obtained or developed within the framework of the pilot project. The requirements for the acquisition, marketing, distribution or operation of the Products will be agreed according to market conditions, and Prosegur will benefit from the best conditions offered to any client, business partner or, in general, any third party.

Right to information and project monitoring

For the purpose of monitoring the project and making the best use of the Programme, Prosegur shall have the right to access all documentation and information generated for or during the pilot it may reasonably request; and the startup shall submit to Prosegur a monthly report in each sprint describing the degree of compliance with the agreed milestones and their forecasts, and it shall be available to Prosegur so that Prosegur can monitor the pilot and ensure proper compliance with Programme.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY

Any products, platforms, materials, services provided, computer applications, their hardware and software components, source codes, executable codes, specific developments, models, samples, drawings, procedures, documentation, information and any other objects susceptible to intellectual or industrial property protection (the "Protected Elements"), owned, respectively, by Prosegur or the participants, constitute, together with any other knowledge acquired through the registration or outside

it, the "know how" of each of them. The know-how acquired until the participation in this Programme shall for these purposes be considered "Prior Know-How".

Both Prosegur and the participants will at all times during the development of the Programme maintain exclusive ownership of their intellectual and industrial property rights over their respective Prior Know-How.

The participants may only use Protected Elements from a third party if they obtain the corresponding right of access, use or exploitation in advance, in favour of both the third party and Prosegur and the companies in the Prosegur group.

Any new Protected Elements or Know-How generated or that result from the participation in the Programme ("Resulting Know-How") shall be the common property of both parties (co-ownership), who must agree the overall terms, without prejudice to any negotiations in good faith of the terms for using the technologies used/developed by the finalist in the Programme.

Participants expressly represent and warrant that they comply with the legislation applicable with respect to Intellectual and Industrial Property, and that their Prior Know-How does not infringe the rights of third parties. In addition, the participants warrant that they hold all the rights, faculties and titles necessary to operate the granting of rights referred to herein, guaranteeing Prosegur the full use and undisturbed enjoyment of these rights and of the objects of these rights, such objects being free from any charge or encumbrance in this respect.

The participants shall exempt Prosegur from any liability, loss or damage, costs or expenses arising directly or indirectly from any breach, infringement or alleged breach or infringement in connection with their Know-How and the Protected Elements of third parties employed in connection with the Programme in any country and will immediately refund to Prosegur all amounts paid by Prosegur with respect to any of the foregoing. The participants must cover Prosegur against any third party claims relating to the infringement, in Spain or in any other country, of Intellectual and/or Industrial Property rights with respect to the Know-How of the participants and the Protected Elements of third parties in the Programme, and agree to do anything necessary to hold harmless Prosegur from such claims or claims that may be actions against it, up to full indemnity for them.

The participants expressly consent, by the simple fact of participating in the Programme, for Prosegur to use their names for the purpose of publicising the selected projects without any remuneration being generated in their favour.

By submitting applications for participation, project promoters warrant that:

- The projects are originals of their authors and/or they have free use of them or, where appropriate, have express authorisation from their legitimate owners, for the purpose of being publicised through this Programme.
- The participant authorises Prosegur to upload to its respective official websites the summary of the projects and accept that visitors to the website will have access to such information in accordance with the conditions of use of said website.
- The participant authorises the use by Prosegur of the name and title of its project, without any time limit, to be mentioned on the website or for any actions or events related in any way to Prosegur, and for it to appear in the historical archives and various media of Prosegur and the Programme.

- The selected startups will retain ownership of rights to all the industrial and/or intellectual property created by them as sole and exclusive owners of the technologies created within the framework of their projects.
- The presentation of the projects does not imply any assignment of industrial or intellectual property rights.

Participants agree to hold Prosecur harmless against any third party claims for damages arising from any of the projects presented, or the use by Prosecur of such projects in case of infringement of intellectual or industrial property rights, unfair competition or infringement of other applicable legislation. Prosecur assumes no liability, whether direct or indirect, for any type of disagreement, dispute and/or litigation that may arise from the publication, disclosure and/or dissemination of projects through the Programme without the required consent of its legitimate owners. In addition, Prosecur assumes no liability for any breach of any law or any infringement of third party rights by the participants in the context of their participation in the Programme, and the participants accept the obligation to hold harmless Prosecur in this case.

7. CONFIDENTIALITY

All information and documentation, including, but not limited to, commercial, financial and technical documentation and information, provided by participants and by Prosecur directly or indirectly under the Programme, whether orally, in writing or by any medium, including computer systems, shall be considered confidential information (the "Confidential Information"). The participants agree not to reproduce, publish or disseminate Confidential Information and to use it only in the context of the activities that are part of the Programme. Reasonable measures shall be taken to ensure compliance with the confidentiality obligations set out in this clause.

Information that is or enters the public domain by any means without breach of the confidentiality obligations set out in these specifications shall not be considered confidential in nature.

The participants and Prosecur agree to keep a Confidential Information file and must keep a record of authorised persons inside and outside its organisation.

In the event that the participants or Prosecur are legally obliged to make public all or part of the Confidential Information, they will make this fact known to the other party as soon as possible, so that action can be taken to eliminate or reduce the damage.

If such damage cannot be avoided or reduced, only the part of the Confidential Information that is sufficient to comply with the legal requirement will be made public.

The participants and any person or entity that may be subcontracted to participate in the Programme shall be liable for damages arising from the breach of confidentiality obligations. The duty of confidentiality shall remain in effect for five (5) years following the conclusion of the Programme.

The participants and Prosecur agree to notify the individuals who have access to confidential information of the existence and scope of this obligation of confidentiality assumed by participation in the Programme.

8. PERSONAL DATA PROTECTION

Prosegur Gestión de Activos S.L., with registered office at Calle Pajaritos, 24, 28007 Madrid, Spain, is the Controller of the data that you provide us with as a participant of the Programme.

We will process them for the purpose of (i) managing your participation in the Programme and, where appropriate, (ii) in the pilot project, based on the legitimate and agreed consent granted.

Your personal data may be transferred to companies of the Prosegur Group in order to process your request and to manage your participation in the Programme.

We also inform you that any personal data that may be collected in connection with your participation may be stored for use in future programmes.

You can revoke at any time the consent granted, and exercise your rights of access, to rectification, to erasure and to data portability by sending an email to protecciondedatos@prosegur.com, indicating the right you are exercising and attaching a copy of your DNI or equivalent ID.

If you wish to know more details about the processing of your data, please consult our privacy policy by accessing our website www.prosegur.com.

9. FINAL COMMENTS

This call for applications may be modified, interrupted and/or cancelled, in which case Prosegur must notify all the participants. Likewise, Prosegur reserves the right to declare all or some of the projects unviable if they do not reach the expected quality level in the opinion of the Decision-Making Committee.

The participants expressly consent, by the simple fact of participating in the Programme, for Prosegur to use their names for the purpose of publicising the selected projects without any remuneration being generated in their favour.

By submitting applications for participation, project promoters warrant that:

- The projects are originals of their authors and/or they have free use of them or, where appropriate, have express authorisation from their legitimate owners, for the purpose of being publicised through this Programme.
- The participant authorises Prosegur to upload to its respective official websites the summary of the projects, and accept that visitors to the website will have access to such information in accordance with the conditions of use of said website.
- The participant authorises the use by Prosegur of the name and title of its project, without any time limit, to be mentioned on the website or for any actions or events related in any way to Prosegur, and for it to appear in the historical archives and various media of Prosegur and the Programme.

Acceptance of the Specifications

By signing up to the Programme, the participants fully, without reservation and unconditionally accept the terms contained in these specifications, together with any agreements or decisions that from Prosegur adopts within the Programme.

Prosegur reserves the right to modify at any time the conditions of this call for applications or even cancel it, pledging to communicate the new specifications or, where appropriate, the definitive cancellation, well in advance, without this generating any right for the participants to initiate any claims for any reason.

Applicable law and jurisdiction

These Specifications shall be governed by the Spanish Law.

The Parties, expressly waive any rights they may have to another jurisdiction, and submit to the jurisdiction of the courts of Madrid for any disagreements that could arise from this Agreement.

10. CONTACT

For the purpose of making enquiries or resolving questions related to the Programme or the submission of applications for admission, interested parties can contact Prosegur via the following email address: comein@prosegur.com



PROSEGUR

www.prosegur.com