

BIC BIZKAIA'S BUSINESS INCUBATOR ADMISSION TERMS AND CONDITIONS



1. Purpose

The purpose of these terms and conditions is to regulate the admission into the Bic Bizkaia Business Incubator, which is located in the Parque Científico y Tecnológico de Bizkaia (Bizkaia Science and Technology Park) and whose specialisation sectors are:

- Advanced Manufacturing and Clean Technologies
- Bio/Micro/Nanotechnology

The purpose of these terms and conditions is to provide entrepreneurs with support for business projects, start-ups and companies that wish to join Bic Bizkaia for the development of their commercial activity, or for the development of new, innovative projects that have the potential for growth in the above-mentioned areas.

This Entrepreneurial Space is offered to start-ups so that they can develop their projects in a suitable location and in a favourable environment until they reach a certain maturity level that will allow them to break into the market with the sufficient skills and expertise necessary to survive in such an extremely competitive environment.

On the other hand, the Bic Bizkaia space is also offered to consolidated companies as a temporary location that can help promote their growth. In addition, Bic Bizkaia seeks to promote and encourage the cooperation of these companies with start-ups by accompanying them in their initial stages.

Considering the above considerations, Bic Bizkaia will search the location of entities and organisations of other types so that they can cooperate with the development and acceleration of the projects located in our centre and/or with the accomplishment of the incubator's own functions.

2. Beneficiaries and requirements for the admission into the incubator

2.1. Beneficiaries

Entrepreneurs who submit an innovative project for the creation of a new company and who share common areas of interest with Bic Bizkaia.

Start-ups:

1. Advanced manufacturing and clean technology companies: entities with no more than 4 years of activity.
2. Bio, Nano and Microtechnology companies: entities with no more than 6 years of activity.

Consolidated companies:

1. Advanced manufacturing and clean technology companies: only those that have an innovative development project, development potential and more than 4 years of activity will be considered. In addition, they shall be able to carry out support and driving functions in favour of other companies located in the incubator.
2. Bio, Nano and Microtechnology companies: only those that have an innovative development project, development potential and more than 6 years of activity will be considered. In addition, they shall be able to carry out support and driving functions in favour of other companies located in the incubator.

All these initiatives shall be oriented towards product and service offerings that have an innovative profile, are addressed to a global market and belong to one of Bic Bizkaia's areas of interest.

Other entities and organisations that by virtue of their relationship with Bic Bizkaia's areas of interest or activity lines may be deemed to have a potential to accelerate the above-mentioned initiatives through their interaction.

2.2. Incubator admission requirements

Entrepreneurs:

1. They shall submit an innovative project whose Business Plan already includes significant progress, which will make it viable for the technical staff of Bic Bizkaia's incubator.
2. They must comply with all their Public Administration obligations, including tax or social security obligations.

Incorporated companies and start-ups:

1. They shall submit an innovative project with capacity for growth and access to global markets.
2. These companies must be incorporated and registered.
3. They must be registered in the business activity tax (I.A.E.) and have a business address in Bizkaia.
4. They must comply with all their Public Administration obligations, including tax or social security obligations.

The applicant legal entities may carry out their main business activity in another building while also being able to access Bic Bizkaia for the opening of a new business line or for the developing of an innovative project with growth potential for the district.

3. Benefits

3.1. Facilities

- Use of a leased workplace (of one or several modules) at the Bic Bizkaia incubator.
- Access to common laboratories and/or workshops if these were indicated in the admission request and/or during their period of stay.
- Preferential access to spaces for meetings, demonstrations, forums and other dynamic activities.

3.2. Services

- Project tutoring, which may include access support for the different programs and support services for the competitive creation and improvement of companies that the Basque Government, Diputación Foral de Bizkaia (Regional Government of Bizkaia), SPRI and Beaz make available for users.
- Preferential access in the dynamisation and acceleration activities organised in the centre, which shall be free of charge or have significant discounts.
- The companies may have their head office located in Bic Bizkaia during their period of stay.

3.3. Length of stay

The maximum length of stay at Bic Bizkaia will be the following:

Entrepreneurs: The initial duration will be of 9 months, with a maximum of 9 additional months.

For **start-ups and companies:**

- For those companies that at the time of their request may be considered start-ups, the maximum length of stay will be of **8 years**, including both start-up and

consolidated periods.

- For those companies that at the time of their request may be considered consolidated, the maximum length of stay will be of **6 years**.

In relation to the length of stay, an annual evaluation of all the projects located in the centre will be carried by the Board of Directors of Bic Bizkaia's incubator in order to evaluate and approve their continuity.

In this respect, in case this annual evaluation is not deemed adequate, it will be possible to proceed to the termination of the lease agreement.

Exceptionally, and with prior request to the Directors of Bic Bizkaia and with approval of the Board of Directors, the specific conditions for the stay may be modified.

4. Access Procedure to Bic Bizkaia

4.1. Request

The procedure for accessing the spaces and services of the centre will be carried out by means of an open call during the time these terms and conditions are in force.

The interested parties shall submit their request to Bic Bizkaia through a form that shall be made available on Bic Bizkaia's website.

It will be possible for Bic Bizkaia to ask additional information to the interested parties and to even have an interview with them in order to better understand their projects.

4.2. Selection criteria

In order to access the centre, it will be necessary for candidates to have a favourable evaluation in each of the following criteria:

- Innovating character of the products and services that they offer.
- Current degree of development of the business project.
- Global market potential for which these products and services are

addressed.

- Potential generation of economic activity and employment of the projects.
- Solidity and capacity of the promoting team.
- Potential for collaboration with the projects already implemented at Bic Bizkaia.

4.3. Evaluation of requests

The requests will be processed by the technical staff in charge of the Bic Bizkaia's incubator, who will issue a Technical Report including all the project's expected growth data as well as the qualification and proposed length of stay.

These reports will be analysed by the Management Committee of Bic Bizkaia, who will elaborate a proposal for the Admission Committee, the decision of which will be adopted by the majority of its members.

The resolution will be communicated to the interested parties, indicating in each case the term for the execution of the corresponding assignment agreement.

The requests will be solved by their order of appearance and will be subject to the availability of places at the centre.

This Admission Committee may rely on the advice of experts whenever the submitted project so requires.

5. Documentation

Common documentation to be annexed for the admission evaluation of the applicant requests:

- Access request.
- Business plan
- Resume of the promoting team

In addition, in the case of start-ups, consolidated companies and other organisations:

- Balance sheet and profit and loss statements of the last three fiscal years (if applicable)
- Copy of articles of incorporation and tax ID (CIF)

Note

The printing copy of the request will be available for the solicitors starting from the approval date of these terms on the website www.kabi612.net.

The requests, duly completed in all their terms and accompanied by the mandatory documentation hereby referred to shall be submitted electronically via website.

The submission of the request by the interested parties will imply the acceptance of the contents of these Terms and Conditions.

The projects shall comply with the terms and conditions and shall be submitted with all the mandatory documentation as requested to the companies before they access the requested space.

Once the requests are received, if they were not accompanied by their terms and conditions, or were not accompanied by the necessary documentation, the interested parties will be required to rectify the lack thereof or to annex the mandatory documents within 10 working days, and they will be notified that, should they fail to comply with this requirements, they will have their requests rejected and archived without further procedures, and Bic Bizkaia will not be obliged to dictate an express resolution on their requests.

In all the cases, the applicants may be required to provide all the documentation and/or information deemed necessary for the correct understanding and evaluation of the request submitted.

6. Lease Agreement

Once a project is selected and prior to the occupation of the space and submission of all the mandatory documentation (including the Liability Insurance), the Parque Científico y Tecnológico de Bizkaia, with the approval of the execution by the Management of Bic Bizkaia, will sign with each beneficiary the Lease agreement whose model has been previously approved by the Board of Directors. In this agreement, both general and specific regulatory conditions on the grant of use of space will be outlined.

7. Liability insurance

For the execution of this agreement, the beneficiaries must contract a Liability insurance for the compensation of personal injury and property damages that may result from the execution of the activity, the operation of the installed mechanisms, etc. could be caused to the occupied space, the facilities, common elements, third parties and other users of Bic Bizkaia. They shall also submit a hard copy of their insurance policy and provide supporting documentation of their payment of annual premiums during the period of validity of the agreement.

8. Accommodation rights

8.1. Common rules related to the use of entrepreneurial spaces of Bic Bizkaia's incubator

1. The right to use the space is personal and non-transferable and may not be leased or granted in whole or in part, or even free of charge or accidentally.
2. They shall have all the necessary administrative licences and authorizations for the start and development of their activity, in accordance with the applicable rules.
3. The lease agreement shall be executed within a month from the grant of use of space notification.
4. They shall start their activity in the space granted within a month from the date of the lease agreement execution.
5. They shall keep the space in effective utilisation conditions. Exceptionally, and from a reasonable proposal, the General Management of Bic Bizkaia may request the Board of Directors to authorise the temporary cessation of its use.
6. If the use of space definitely ceases, they will be obliged to restore it in the same conditions in which they received it.
7. Once their stay in the corresponding space ends, the beneficiaries will have to remove all their belongings from it and proceed to return the space under the same conditions in which they received it. In the event they do not do so, the General Management of Bic Bizkaia may separate the belongings and proceed to their destruction after a 3-month period from the end of the stay.

8.2. Common elements and office hours

Common elements:

Common elements will be considered to be those which, by their nature, may be susceptible to common use and benefit by the assignees, or be of general use.

The tenants have the right to use the common elements in a way that does not prevent others from using them as well, in accordance with the rules established by Bic Bizkaia, who will resolve all conflicts that may arise in this regard.

Office hours:

Bic Bizkaia's incubator will be open to the public from Monday to Friday from 7:30 to 19:30, except for holidays, when it will be closed.

However, Bic Bizkaia's incubator will remain accessible all day long for those who work at the Centre through an entry system generated for this purpose.

8.3. Services to be offered to assignees

With the purpose of ensuring the correct operation of the Bic Bizkaia's incubator, assignees will be offered the following services:

- Cleaning and maintenance of common areas
- Heating
- Water
- Air conditioner

All tenants will receive two access cards. In case they need a complementary card, they must request one to the entity in charge of managing the building. Once the agreement is terminated, the assignee shall return all the cards that remain in his possession.

Other services:

Any tenant may request the Management of Bic Bizkaia the provision of new services

and the conduction of upgrades. The Centre's management will submit to the Board of Directors the requests for their corresponding evaluation. Then, the Board will decide on its provision or conditioning permits, as well as on the repercussion of the cost of implementation and maintenance for the assignees who use them.

8.4. Shares to be paid by the Assignee(s)

Every tenant shall be responsible for the share corresponding to the leasing of the space. The amounts (VAT not included) are described in Annex I of this document.

The billing method of this share will be determined in the corresponding lease agreement.

9. General obligations of the beneficiaries

9.1. Obligations of the beneficiaries

- They shall facilitate all information they may be required to provide for the execution of their functions in relation to the objective of this Programme.
- They shall inform in a timely manner any modification on the conditions agreed upon with Bic Bizkaia.
- They shall make good use of the facilities as well as of the common elements and minimum, individual services.
- The safety and cleanliness of each particular space will be the sole responsibility of their tenants.
- Finally, they shall be responsible for all the obligations referred to in these Terms and Conditions, as well as the obligations referred to in the assignment agreement.

9.2. Health and Safety at Work Act

The tenants shall follow all the general rules for the prevention of workplace hazards as well those determined by the Parque Científico y Tecnológico de Bizkaia and BEAZ.

9.3. Smoking Ban Act

In compliance with the Smoking Ban Act and the Tobacco Act, the supply, consumption and advertising of tobacco products (Law 28/2005, of December 26), as well as the Law 1/2011 of February 3 of the Basque Country, the third amendment of the Law on Prevention, Assistance and Insertion in the matter of Drug Dependency, smoking is not allowed in the facilities of the Centre, both in the assigned workspaces, by virtue of these terms and conditions, and in their common elements, except for the open spaces, if they were available.

9.4. Breach of contract and their consequences

The breach and the consequent termination of this agreement will be determined by Resolution of the Board of Directors of Bic Bizkaia. Prior to such Resolution, the General Management of Bic Bizkaia will issue a report on the matter.

In order to decree the termination of this Agreement by breach of its payment obligations on the part of the beneficiaries, it will only be sufficient to have warned the defaulter about this issue the moment he/she first stops paying the corresponding charges on schedule.

10. Exemption

In accordance with the provisions above, the Board of Directors of Bic Bizkaia, on the recommendation of the General Management of the incubator and considering the existing circumstances as a whole, with a previous technical report, may reasonably and exceptionally dispense one or several minimum requirements and conditions as established in these terms and conditions.

Such exemptions shall be compensated considering the concurrence of other compensating factors such as the offering of complementary services and the overall evaluation of the facilities, services and improvements that they may implement.

The request of exemption shall be issued in writing and shall be accompanied by all the supporting documents of the requested exemption.

Annex I: Shares to be paid by the Assignee(s)

The shares (VAT not included) to be paid on a monthly basis will be:

Prices (€/m2)	
Plant 0	
1.- Consolidated	€7.5
2.- Start-up	€4.5
3.- Entrepreneur	€30/month
Plant 1	
1.- Consolidated	€9
2.- Start-up	€5.5
3.- Entrepreneur	€30/month
Charge of common workshops	10%
Charge of common labs	10%
Garage space	€18/month