

## PUBLIC NOTICE Nº 1

### SELECTION OF COMPANIES FOR THE BRB OPEN INNOVATION PROGRAM

#### Rectification of Notice Nº 1, 10/14/2020

Included the item in the annex of the announcement:

**SOLE PARAGRAPH:** During the Innovation Program, the development of a new solution for BRB may be negotiated. Items 6, 7 and 8 of the annex refer exclusively to these new solutions.

Banco de Brasília S.A. is making the current public NOTICE and invites the interested parties to register by filling out the registration form and submitting the solicited documents, established here. These documents are an integral and inseparable part of this NOTICE and the acceptance of terms is conditional to the participation in the BRB Innovation Program. As the public bank of the Federal District of Brazil, the support of entrepreneurship, the development and the competitiveness of startups micro and small companies is inherent to the DNA of BRB.

*Startups, fintechs* and other micro or small companies have a great opportunity to join and/or strengthen their Market position.

This public notice takes into consideration the social distancing norms and sanitary measures established by the WHO – World Health Organization and the Ministry of Health in regard to the COVID-19 pandemic.

## 1. DEFINITIONS

- **Participating Company(ies)** – private company that is a candidate to participate in the BRB Innovation Program – Incubator and Accelerator.
- **Final Solution/Version** – The final solution or the final result of the investment given the transformation of project requirements into a system or product and that fully meets the proposed needs.
- **FIP** – Fundo de Investimento em Participações (Equity Investment Fund), constituted under the terms of the CVM 391, from July 16th 2003, and its alterations.
- **Due diligence** – Process of revision that utilizes market best practices, to analyze the administrative, accounting, financial, operational and legal aspects, and other means in order to identify risks in a company of interest.
- **Right of Preference** – Is the right, during the validity period of the right of preference, to match or raise an offer, made by a third party, to acquire, instead of said third party, a right, a product and/or a corporate fraction according to items 2 and 3.3.1 in the **NOTICE**.
- **Integration** – Last phase of the BRB Open Innovation Program that corresponds to the period in which the parties study the technical, operational and commercial viability to implement the Solution/Product to the businesses of the Banco de Brasília – BRB.

## **2. PROGRAM OBJECTIVE**

2.1. The BRB Open Innovation Program has the objective to establish strategic partnerships with companies that have technical solutions that are applicable to financial and governmental sectors.

2.2. The Program consists of:

- (a) Public notice to interested companies;
- (b) Selection of up to 25 (twenty-five) companies at the end of 3 (three) eliminatory stages;
- (c) Evaluation of the company's business models and identification of business opportunities with BRB.
- (d) Create an alternate registration database.

2.3. The Program will last a total of 6 (six) months, starting from the date in which the final results are published, and can be extended via BRB's exclusive criteria.

2.4. After the selection of the solutions, BRB will inform the initial occupation date of the BRB LAB, located in the Parque Tecnológico de Brasília (Brasilia Technology Park) - BioTic

2.5. In case the selected company abandons or opts out of the program and, regarding the services/product created exclusively for/with BRB, the startup will refrain, for up to 6 (six) months, starting from the date of abdication, from creating or commercializing products or services developed for/with BRB.

2.6. BRB can, by means of its alternate registration database, start negotiations with other startups that have solutions of potential interest to the Bank.

## **3. OBJECTIVE OF THE PUBLIC NOTICE**

3.1. The objective of the Public Notice is to select solutions from already constituted companies, in traction or operational phase, that have, at least one commercially viable solution and that are in search of Market expansion of their solution with/for BRB. The solutions must fit within the themes below:

- (a) Operational Efficiency;
- (b) Customer Experience;
- (c) Solutions for the Government;
- (d) Insurtechs; and
- (e) Means of Payment.

3.2. The selected participating Company(ies), following the terms of this Public Notice, will have access to professionals and companies from advisory companies when nominated by BRB, as well as access to professionals and internal areas of the BRB organization such as the President, and Directors of BRB with the objective to increase knowledge in order to develop their solutions.

3.3. At the end of the third stage, stakeholders from up to 25 (twenty-five) of the selected solutions, acknowledge, as of now, that they are aware of the terms and obligations of the Public Notice, Program Terms and Conditions and the Confidentiality Agreement.

3.4. Of the 25 (twenty-five) startups selected, at least 15 (fifteen) positions are designated to national (Brazilian) startups, of which, 5 (five) positions are designated to startups from the Federal District of Brazil.

#### **4. BENEFITS FOR THE STARTUPS**

- 4.1. Access managers and business necessities of BRB.
- 4.2. Partnership opportunities involving products, services and channels from BRB and the Startup.
- 4.3. Possible service contract with BRB at the end of the
- 4.4. Test solutions within the BRB infrastructure
- 4.5. Access to the Plug and Play mentorship program.
- 4.6. Access to the co-innovation space of the BRB LAB.

#### **5. COMPANY REQUIREMENTS**

- 5.1. Private Company
- 5.2. Revenue of at least R\$81.000,00 (eighty-one thousand Brazilian Reais)
- 5.3. Company social capital cannot consist of spouse, partner, or relative either direct, collateral or by affinity, up to the third degree, of BRB employees.

#### **6. REGISTRATIONS**

- 6.1. Registrations will be done electronically through the website <https://www.plugandplaytechcenter.com/brb-open-innovation-program/> starting September 17th 2020.
- 6.2. The registration period may be extended via the exclusive criteria of BRB.
- 6.3. No registration fee whatsoever will be charged.

#### **7. SUBMISSION OF REGISTRATION FORMS**

- 7.1. The registration form must be submitted, electronically via de online form located on the website <https://www.plugandplaytechcenter.com/brb-open-innovation-program/> until 23h59min (11:59 PM), Brasília Standard Time (BRT), of the 23<sup>rd</sup> of October 2020.
- 7.2. The registration forms received after the date and time, indicated in the item above, will be automatically disqualified
- 7.3. The entrepreneur will receive an e-mail with the electronic protocol confirming the registration of their proposal, which will serve as proof of submission.
- 7.4. Each Solution requires its own registration form.
- 7.5. No additional transmitted information will be considered once the registration is submitted.
- 7.6. BRB reserves the right to request complementary or new information from the entrepreneurs. The responsibility for the veracity of all information is the exclusive responsibility of the entrepreneur and/or participating company(ies). This information may include, but is not limited to, financial, intellectual property software and patent registration information.

7.7. The entrepreneur and the participating company(ies) are irrevocably and irreversibly responsible for any and all damages, caused to BRB or third parties, resulting the blame of the entrepreneur or participating company(ies) and/or their employees and representatives.

## 8. SELECTION

### 8.1. FIRST STAGE

8.1.1. The first selection stage consists of the analysis of information which was made available during the online registration. This analysis will be conducted by a selection committee, to be assembled based on BRB's exclusive criteria, according to the relevance and the perception of delivery capability of each solution.

8.1.2. An analysis of information presented by the participating company(ies) will be conducted and, afterwards, a ranking of the registrations will be done in accordance to the qualification criteria defined by the selection committee. These criteria may include but are not limited to:

- (a) Team Qualifications;
- (b) Value Proposition;
- (c) Innovation Potential;
- (d) Delivery Capacity;
- (e) Revenue; and
- (f) Business Model.

8.1.3. BRB reserves the right to establish, based on its exclusive rights, the analysis and selection parameters of the classification criteria, considering it's commercial, operational and strategic interests.

8.1.4. No information in this stage will be treated as confidential.

### 8.2. Second Stage

8.2.1. The second stage will consist of meetings with the BRB selection committee, in which the participating company(ies) will present the Project. The platform as well as the time limit for the presentation will be disclosed at a later date.

8.2.2. Once the presentation from the company(ies) is/are evaluated, and the companies which will move on the next stage are selected, BRB will emit a schedule with activities such as training and feedback session.

### 8.3. Third Stage

8.3.1. In this stage, the participating company(ies) will once again present their solutions, in a succinct fashion, this time to the Executive Committee of BRB. The participating company(ies) should highlight what is the expected final solution and in which forms it can be inserted within the themes of this Public Notice.

8.3.2. During this stage, there will be meetings with BRB to refine the material that will be shown to the BRB Executive Committee. This material must be sent for prior analysis by the executive committee at least 1 (one) week before the presentation.

8.3.3. Of the 25 selected solutions that will participate in the Innovation Program, 10 (ten) companies **MAY** physically occupy the space offered by BRB, with a maximum of 8 (eight)

working stations per company. BRB will inform the date in which the space is available after the last stage of selection. All other companies will participate in the program virtually.

8.3.4. The company(ies) that use the BRB LAB must inform, after registration, the number of seats they wish to occupy.

## **9. THE EXECUTIVE COMMITTEE**

9.1. With the objective of executing the third stage of selection, an executive committee will be created.

9.2. The members of said committee are not necessarily employees of BRB and/or companies belonging to the Conglomerate. Members of other bodies and institutions may be nominated as long as the executive committee contains a majority of members belonging to BRB

9.3. The members of the referred committee must have technical knowledge regarding the Program themes (detailed in item 3.1) and in the areas of entrepreneurship and innovation.

9.4. The participation in the Executive Committee is prohibited to members and/or alternates that:

9.4.1. Have a direct or indirect interest in theme, topic or company

9.4.2. Participated in the collaboration development of the presented proposal;

9.4.3. Have any form of connection or relationship to the representative, the company(ies) or the group of professionals in the form of relationships, kinship, commercial partnership, business dealings etc.

9.5. The committee member (be it Selection or Executive Committee) must inform the committee of any and all impediments to the items listed above, and abstain him/herself from participating, under penalty of nullity any actions they perform.

## **10. RESULTS OF THE PUBLIC NOTICE**

10.1. The list of approved Solutions/Products of this Public Notice will be communicated individually via registration e-mail and through public channels on the website: <https://www.plugandplaytechcenter.com/brb-open-innovation-program/>

10.2. The acceptance and adherence to the terms of this Public Notice, as well as the Terms and Conditions, and the Confidentially Terms, by the participating company(ies) is essential to the participation in the BRB Innovation Program.

## **11. FINANCIAL AND INFRASTRUCTURE RESOURCES**

11.1. The present program does not offer, under any circumstance, cash prizes.

11.2. There may be, under the exclusive criteria of BRB, in-person meetings with the participating company(ies) on BRB premises and/or remotely.

11.3. All expenses and costs related to the participation in this Public Notice are the sole responsibility of the entrepreneurs and/or their participating company(ies).

## **12. BRB'S PREROGATIVES**

12.1. BRB does not pledge and/or obligates itself to hire the services and/or acquire Participation rights listed in item 12.2

12.2. BRB reserves the right to establish its own criteria to select the participating company(ies), considering its own commercial, operational and strategic interests.

12.3. BRB can, at any time and using its exclusive criteria, without the right to compensation, penalties or restitution, cancel the current Public Notice, at any stage, considering its own commercial, operational and strategic interests

12.4. BRB reserves the right to resolve any omitted situation or unforeseen cases foreseen in this Public Notice.

### **13. CANCELLATION POLICIES**

13.1. BRB can, at any time and at its own criteria, cancel the support from specialized companies to the Participating company(ies), within the terms of the Public Notice, without prejudice to other applicable measures.

13.2. BRB can, using its exclusive criteria, cancel the further participation of any company(ies) at any time, for whatever reason, including, but not limited to, infringement of terms defined in this Public Notice, infringement of the Terms and Conditions and in infringement of the confidentiality agreement. Cause for termination can also result from faults or grave suspicions, such as, suspicion of violation of intellectual property

### **14. GENERAL TERMS**

14.1. The general terms will be published on the website: <https://www.plugandplaytechcenter.com/brb-open-innovation-program/> and via the channel identified as "Contact Us".

14.2. The participation in this selection implies in the entire acceptance of the terms of this Public Notice.

14.3. Participating companies(y) are prohibited from disclosure of the terms and conditions, in any stage, as well the use image, name, brand and/or logo from BRB, or any company belonging to the conglomerate, disclosure of any physical space belonging to BRB, employees and/or representatives for any means, including but not limited to, advertising, without the prior, and written consent and authorization of BRB.

## **ANNEX – PUBLIC NOTICE nº 01 – GENERAL TERMS AND CONDITIONS OF THE BRB OPEN INNOVATION PROGRAM (“TERMS”)**

The Terms detailed in this annex define the activities that will be supported by BRB and the conditions in which this support will be implemented, upon selection, via Public Notice, of Solutions to define scope, development and execution of projects.

### **1. OBJECT**

1.1. Construction of an integrated procedure to support the selected participating company(ies), in accordance to the Public Notice.

### **2. ADMISSIBILITY REQUIREMENTS FOR THE BRB INNOVATION PROGRAM**

2.1. The BRB Innovation Program is open to all companies which meet the requirements described in the Public Notice and in these Terms, they are:

2.2. Be a private company, regularly constituted, in traction or operational phase, and have, at least, one Commercial Solution to demonstrate and be able to share information under confidentiality; and

2.3. Have a team committed to participating in the stages of pre-selection, selection, presentation for the selection and periodic meetings with the specialized companies nominated by BRB and its internal team during the creation of the final solution.

### **3. Program Timeline**

<b>Date</b>	<b>Stage</b>
17/09/2020	Registration period starts
23/10/2020	Registration period ends
26/10/2020 a 11/12/2020	Startup Selection - Stages 1, 2 & 3
04/01/2021	Start of 06 (six) month development period of the Final Solution
29/06/2021	End of Innovation Program

### **4. DISCLOSURE OF COMPANIES SELECTED TO PARTICIPATE IN THE BRB INNOVATION PROGRAM**

4.1. The disclosure to the selected companies, whose solutions were chosen, at the end of the third stage, will occur in up to 10 (team) business days, starting from last day of the selection process and will be communicated individually via the BRB Committee.

### **5. MENTORSHIP PROCESS**

5.1. After the third stage of the Public Notice, BRB will offer specialized professionals, hereby referred to as “Program Mentors” to help the participating company(ies) in the development and test stages of the Final Solutions during the 6 (six) months of the Program.

5.2. The Program Mentors have the responsibility to help the participating company(ies) in the challenge of creating a solution that is applicable to BRB, according to the commercial, operational and strategic interests of the Bank.

5.3. As well as the "Program Mentors," the participating company(ies), within the terms of this agreement, may have access to professionals and companies from specialized advisory companies and to a Plug and Play mentorship program, as long as the company(ies) is(are) nominated by BRB, that will help in the management and orientation of their work plan.

5.4. This stage will last 6 (six) months, or the necessary period in the exceptional cases authorized by BRB.

## **MANAGEMENT OF PARTICIPATING COMPANIES**

5.4.1. BRB will hold meetings to determine and track targets that ensure the development of a solution that will be presented to BRB via:

- (a) Support to the representative(s) of the participating company(ies) in the creation of a work plan, identifying deliverables and dependencies to areas within BRB;
- (b) Support to the representative(s) of the participating company(ies) in the creation of a growth map by revising the strategic direction, market intelligence, go-to-market initiatives, and operational and financial planning support.
- (c) Monitor the development of the solution, with a critical and collaborative posture in periodic progress evaluation meetings and through deliverables set forth in the work plan; and
- (d) Periodic control of financial performance of the participating company(ies) during the execution period of the work plan.

5.4.2. The meeting of entrepreneurs, advisory companies and professionals from BRB will allow that entrepreneurs establish, goals, next steps, track progress, track deliverables and discuss the final solution.

## **6. ACQUISITION OF THE FINAL SOLUTION**

6.1. BRB has the right of preference to, using its exclusive criteria, acquire the full and exclusive rights to explore the intellectual property of the Final Solution according to the prices and conditions defined between the parties and, in this case, use it as it sees fit, including, but not limited to, registering of the solution at the relevant governing bodies under its own name or under the name of any of its affiliates.

6.2. In case there is no deal, regarding price, between the Parties, BRB will continue to hold the preferred right of full and exclusive acquisition to explore the intellectual property of the Final Solution for a period of 06 (six) months, starting at the end of the Program.

6.3. BRB can still, using its exclusive criteria, exercise the right of preference to acquire the exclusive right of use of the final solution via a licensing contract, for an indefinite period, as foreseen in the current legislation.

## **7. PARTNERSHIP**

7.1. BRB, using its exclusive criteria, may choose to, or not to, partner with the winning company(ies).

7.2. The rights to explore the intellectual property will be negotiated, case by case, with the partners.



7.3. In case there is no deal between the Parties, BRB will continue to hold the preferred right of full and exclusive acquisition to explore the intellectual property of the Final Solution for a period of 06 (six) months, starting at the end of the Program

7.4. BRB can still, using its exclusive criteria, exercise the right of preference to acquire the exclusive right of use of the final solution via a licensing contract, for an indefinite period, as foreseen in the current legislation.

7.5. In case the company with the best solution, after the development stage, does not want to establish a partnership with BRB, the bank reserves the right to develop the idea/solution developed by the winning company.

## **8. RIGHT OF PREFERENCE**

8.1. Additionally, the companies of the, up to, 25 selected Solutions, grant BRB the irrevocable and irreversible right of PREFERENCE to:

- (a) Acquire the full and exclusive rights to explore the intellectual property of the Final Solution – Product;
- (b) Acquire a minority stake in the participating Company(ies), either directly or indirectly, through investments chosen by the bank, in the terms dictated in the General Terms Annex.
- (c) Acquire an exclusive use license, for an undetermined period of time, for the Final Solution.

8.2. To exercise the above-mentioned rights, BRB defines this preference (“Right of Preference”) as: Be always preferred, in equal conditions to the bidder, in case the selected company receives an offer from a third party for the Acquisition of Rights, even after the notification of the Right to First Offer.

**SOLE PARAGRAPH:** During the Innovation Program, the development of a new solution for BRB may be negotiated. Items 6, 7 and 8 of the annex refer exclusively to these new solutions.

## **9. CONFIDENTIALITY**

9.1. “Confidential Information” is understood as, by the power of these terms, any and all information revealed, transmitted and/or disclosed, by whatever means (oral, written, mechanic, electronic, or magnetic), including but not limited to, findings, ideas, concepts, know-how, techniques, designs, specifications, drawings, copies, diagrams, models, samples, flowcharts, computer programs, discs, tapes, marketing plans, names and client information and other technical, financial and or commercial information given from one Party to the Other Party will be considered confidential, restricted and of exclusive property of the transmitting party.

9.2. Receiver is defined as the party that receives confidential information by the Revealer, be it their property or of a third-party

9.3. Revealer is defined as the party that discloses their or a third-party’s confidential information.

9.4. The parties agree to abstain from the use of information, data, material, details, documents, technical specifications, and commercial specifications mentioned, for their own benefit or that of third parties, at any time, including after the end of the Program, for whatever reason.

9.5. The parties agree to return all materials and documents, including copies, that were delivered and/or generated by whichever party during the execution of this Program.

9.6. All the confidential information that the parties, the employees and representatives of their companies and subcontractors, and by all persons which come to execute services within the Program, will be used exclusively for the faithful execution and will be treated and guaranteed as private and confidential.

9.7. Each party clearly recognizes that Confidential Information is, and will remain, on the property of the revealing party and that no form of license copyright or industrial property rights will be granted, implicitly or of any other nature. As a result, the parties will refrain from any action that may harm or impede the exercise of such rights, unless specifically negotiated, in writing by both parties.

9.8. The parties recognize that they may not, at any moment, disclose, grant, donate or transfer information, partially or fully, to any other person, without previous written consent, except when the confidential information or parts of the information can be disclosed to their employees or professional counselors that need to know them to execute the Program.

9.9. In the event that publication or disclosure of confidential information is necessary by law or by any superior governing or regulatory body, to which the parties are required to comply, the receiving party must communicate, in writing, to the revealing party the requirements. The parties will deliberate regarding the procedures which must be adopted, up to the extension allowed by law or regulations, in an effort that the revealing party may adopt all necessary legal measures and/or waive compliance with the provisions of these Terms.

9.10. The parties will not discuss Confidential Information in front of third parties, will not publish, transmit, disclose, reveal or negotiate under any circumstance, either in Brazil or abroad, to anyone, both natural and legal entities, or make use in any way of confidential information for other unauthorized means, other than those listed here in these terms, and will use care and precaution to avoid the unauthorized use of confidential information by any person, for any reason.

9.11. The obligations assumed by the parties are independent of any other obligations incurred in other confidentiality agreements possibly celebrated between the parties and any other controller, subsidiary, and affiliate of the party, as well as any other act or fact related to the referred agreement.

9.12. Excluded from the confidentiality agreement are the following information:

- (a) Information that is available to the public by other means other than the disclosure by the parties; and
- (b) Information that is proven to be known by either or both parties before having access to confidential information granted by the Program.

9.13. The confidentiality obligations assumed here by the parties will remain definitively in place, even after the end of the program, for whatever reason.

9.14. Failure to comply with the provisions of this clause will result in legal sanctions, on the revealing party, and on whoever has access to the data which is the cause of the violation, in accordance to both civil and criminal law.