

Regulation to access the TIM WCAP Open Innovation platform

TIM WCAP Open Innovation Platform is a TIM S.p.A project that intends to promote business and collaboration opportunities with startups, small and medium-sized enterprises (SMEs) and scale ups.

Innovative Italian and foreign startups, scale ups and SMEs (hereinafter the “Companies”), who intend to present their Innovative Solution, may register with the TIM WCAP Open Innovation platform, which may be accessed on the website <https://www.wcap.tim.it> and fill in the relevant form with the requested data, therefore accepting this regulation and the related privacy policy.

TIM will evaluate (i) whether the Innovative Solutions, submitted by the Companies, (a) may fit with its business strategy and (b) may integrate with its offers, products and services; as well as (ii) any possible interest for its Corporate Venture Capital initiatives.

In any case, the evaluation of the Innovative Solutions will be carried out by TIM in its own discretion. TIM may therefore remove from the TIM WCAP Open Innovation platform the Innovative Solutions that, in its opinion, (i) do not fit with its strategy or (ii) contain inaccurate, incorrect, untrue and incomplete information as well as contents deemed to be in breach of this regulation and the purposes of the platform.

By registering on the TIM WCAP Open Innovation platform, the Companies authorize TIM to share with companies or other entities/subjects belonging to the TIM Group, in relation to the purposes of the Open Innovation TIM WCAP platform, any information provided by the Companies during the registration phase (such as, for example, any presentations, pitches, detailed information regarding the Companies and their Innovative Solution).

The Companies – by registering with the TIM WCAP Open Innovation platform – represents and warrants that (i) the Innovative Solutions they submitted (a) are of their own exclusive property and (b) do not infringe any third-party rights, in particular any industrial and/or intellectual property rights, and (ii) they have full rights of use and/or have requested and obtained any necessary authorization by the relevant rightsholders. The Companies shall indemnify TIM and its successors from any third-party claims in relation to the representations and warranties above.

Companies further undertake to indemnify and hold harmless TIM and its successors from any claim, liability, loss and damage suffered or claimed by any natural and legal person – whether in judicial court, government department or agency or any other regulatory authority – in the event of any infringement by the Innovative Solution of third-party rights everywhere in the world.

Upon occurrence of any of the events above, TIM reserves the right to immediately remove the relevant material concerning the Innovative Solutions from its platform and the Companies shall take immediate actions to avoid any injury or damage to TIM.

The Companies acknowledge and accept that TIM may modify and update this regulation (and any amendment thereof), it being understood that any modified versions will be sent to the Companies for acceptance thereof.

The Companies are prohibited from making any public announcement or communication concerning their participation to this initiative as well as from and using TIM's proprietary rights, without the prior written consent of TIM.