

REGULATION

CALL FOR INNOVATION

BELEAF: BE THE FUTURE

EDITION 2023

This is a translation of the pdf document **REGOLAMENTO “BeLeaf: Be The Future”**, drawn up in Italian. For any matter, the Italian language version shall prevail.

1. Introduction

1.1. The purpose of this Regulation is to present the “BeLeaf: Be The Future” initiative (hereinafter referred to as the "**Initiative**"), organized by Philip Morris Italia ("**Organizer**") in collaboration with Almacube srl, with the aim of selecting and collaborating with the best Start-Ups, Spin-Offs and SMEs (hereinafter referred to as "**Participant**") operating in the AgriTech sector or not yet operating in such sector but developing technologies applicable to it.

1.2. For the purposes of this Regulation, "Applicants" are defined as all companies formally established at the time of submission of the request for participation (hereinafter "Application") that provide services and/or products and/or technologies, however denominated, related to the sector referred to in Article 1.1, and represented during the Initiative by one or more delegates.

1.3. Applicants are evaluated through an evaluation process, both comparative and competitive, which recipients, phases, terms and conditions are described in this Regulation.

1.4. Participation in the Initiative is free of charge and equity-free. Companies that will be selected to participate in the co-design program (respectively, '**Phase 2**', '**Participants in Phase 2**'). will be required to bear the travel and accommodation costs for residential activities in Italy. Almacube will award the Phase 2 Finalists a sum of € 5000.00 for their participation in the program (Phase 2).

1.5. The Initiative does not constitute a prize-granting event, as referred to in Italian Presidential Decree No. 43/2001, as it expressly falls within the exclusion clause of Article 6, paragraph 1, letter a) of the abovementioned source of legislation ("Competitions and prize-granting operations shall not be considered competitions for the production of literary, artistic or

scientific works, or for the presentation of projects or studies in the commercial or industrial field, in which the awarding of the prize to the author of the chosen work is in the nature of consideration for services rendered or represents recognition of personal merit or encouragement in the interest of the community").

1.6. The Organizer reserves the right to modify dates, deadlines, timings, venues, delivery methods, and any other logistical and organizational aspects of the Initiative, providing appropriate advance notice to the participants, without the need to change the present Regulation, which remains in effect. The updated version of the activity schedule is available on the website: <https://beleafbethefuture.com/>

2. Participants

2.1. Participation in the Initiative is open to the following entities:

2.1.1. Legal entities of impeccable reputation: in any corporate form, including innovative start-ups (formerly governed by Decree Law No. 221 of 17 December 2012, converted into law, and subsequent amendments), with legal and operational headquarters in Italy or abroad, whose share capital is held by one or more legal entities or individuals who are over 18 years of age.

3. Application

3.1. Under penalty of inadmissibility, those interested in participating in the Initiative must submit their application ("**Application**") exclusively online through the computer procedure accessible from the website <https://beleafbethefuture.com/> (by clicking on the "Participate" button) and following the instructions provided therein (completing an Application form and attachments).

3.2. The content of the application constitutes the "**Project**" itself. Similarly, any subsequent modification, improvement, development, and elaboration of the Project during the course of the Initiative also constitutes the Project, without prejudice to the provisions of Article 7 regarding intellectual property.

3.3. Each Applicant may submit only one Application, relating to a single Project, for the Initiative.

3.4. Only applications presenting all the necessary documentation indicated as compulsory in the aforementioned online procedure will be considered valid.

3.5. Any withdrawals from the Initiative and/or changes in the availability of participants to take part in the activities of the Initiative must be communicated promptly to the Organizer via the addresses : marketing@almacube.com

3.6. Projects must be based on technologies, processes, products, or services that have already reached a TRL (Technology Readiness Level) maturity level between level 5 (Working demo) and level 9 (Commercialized product).

3.7. In line with the competitive nature of the Initiative, the submitted Applications will be assessed by delegates appointed by the Organizer (hereinafter "**Evaluation Committee**"), who will check the requirements, the consistency and the quality of the submitted Projects.

4. Implementation of the Initiative

4.1. The Initiative consists of the two phases briefly described below, for which the timetable is always available on the website <https://beleafbethefuture.com/> :

4.1.1. Phase 1: "Application & Selection".

From August 28th 2023 it will be possible to apply for the Initiative, with the deadline for submitting the online Application set for October 5th 2023 at 11.59 pm CET, unless modified as indicated in article 1.6. Once the application deadline has expired, the Organizer, with the assistance of the Evaluation Committee, will select a maximum of 15 (fifteen) best projects from among all the applications received, in accordance with article 4.2. The 15 pre-selected Projects will be defined as "**Phase 1 Finalists**".

From October 19th 2023 to October 20th 2023, the Phase 1 Finalists will present their project in the form of pitch to a panel of judges consisting of delegates appointed by the Organizer.

Upon completion, the jury will select a maximum of 3 Projects with the highest ranking among the 15 Phase 1 Finalists, as per article 4.2, and will admit them to the Phase 2. The three Projects thus selected are hereinafter referred to as "**Phase 2 Finalists**".

4.1.2. Phase 2: "Acceleration & Co-Design Program with Philip Morris Italia".

From October 27th 2023 to December 5th 2023, Phase 2 Participants will take part in a series of remote and in-person activities in Italy, supported by Almacube and Philip Morris Italia. These activities will be based on the information shared by the Organizer and subject to the signing of a specific confidentiality agreement as outlined in the following Article 7. At the conclusion of this phase, the Organizer will evaluate the emerging solutions and, at its sole discretion, may propose

collaboration contracts for a Proof of Concept phase to one or more of the Phase 2 Participants.

4.2. The evaluation process to determine Phase 1 Finalists and Phase 2 Participants is carried out by Evaluators appointed by the Organizer independently. They assess the Applications based on criteria that consider the following dimensions: innovativeness, uniqueness, and quality of the solution, product, or service; company/team background and competences; Consistency of the project with the challenges and value that can bring to Philip Morris; technology, and commercial readiness. The final selection of Phase 1 Finalists and Phase 2 Participants is at the sole discretion of the Organizer.

4.3. Almacube and Philip Morris Italia, even as separate entities, reserve the right, at their own discretion, to grant one or more Applicants the opportunity to be evaluated to enter the Almacube's incubation and/or acceleration program according to the terms and conditions proposed by Almacube.

4.4. The Organiser has the right to change the number of Phase 1 Finalists and Phase 2 Finalists at its sole discretion.

5. Guarantees and indemnity of participants

5.1. Each Applicant declares and guarantees, under penalty of exclusion, that the Project:

- I. is an original work, of which the participant holds the relevant intellectual property and economic exploitation rights;
- II. does not contain any trade marks, logos or other elements protected by industrial property rights or copyright owned by third parties, or that, where third party rights exist, the participant has obtained all necessary authorizations and licenses from the relevant owner in advance;
- III. does not violate any other rights of third parties, including, but not limited to, patents, trade secrets, rights arising from contracts or licenses, rights of publicity or rights relating to privacy, moral rights or any other rights deserving protection;
- IV. does not constitute the object of a contract with third parties;
- V. does not contain any defamatory content, representations, outrageous remarks or any other content that could damage the name, honour or reputation of Almacube and Philip Morris Italia or of any other person or company;
- VI. does not contain any content of a pornographic or sexual nature, or content that is discriminatory in any way (including specifically discrimination based on race, sex, sexual orientation, religion and/or political beliefs of individuals or groups), or content that promotes violence or injury against any living being or any other content that is offensive, obscene or inappropriate;

- VII. does not contain any threats or content intended to intimidate, harass, or abuse the private life of any individual;
- VIII. does not constitute a violation of applicable laws and does not contain content that encourages unlawful conduct.

5.2. The participants expressly declare, on their own behalf and on behalf of their assignees, to fully indemnify and hold harmless Almacube and Philip Morris Italia from any claim, demand for compensation or request for damages made by any third party, due to the violation of one of the provisions of article 5.1. above, for the maximum period of time permitted by law.

6. Limited liability

6.1. Almacube and Philip Morris Italia shall not be held liable in any way for technical, hardware or software malfunctions, interruptions of network connections, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, misdirected or intercepted user registrations, or for participant registrations which, for any reason, have not been received, electronic or other communications which have been delayed, or for other technical problems connected to the registration and uploading of content within the scope of this initiative. Applicants may not therefore make any claim for compensation or damages of any kind in relation to the aforementioned events. Almacube and Philip Morris Italia are also exonerated from any liability for any damage to property and/or persons that may be caused, directly or indirectly, by participants or their "external assistants" during the various phases of the Initiative.

7. Intellectual Property

7.1. Almacube, the Organizer, and the Applicants are aware that the first two phases of the Call for Innovation are not aimed at creating new intellectual property rights ("New IP") but rather at assessing the technical requirements and interest for a collaboration between Philip Morris Italy and one or more start-ups, spin-offs, or companies, while fully respecting confidential information and pre-existing intellectual property rights of both Philip Morris Italy and the involved start-ups, spin-offs, or companies. Therefore, Phase 2 Participants of the Initiative will be required to sign a specific confidentiality agreement. Any potential New IP that may arise from the start-ups, spin-offs, or companies participating based on the confidential information provided by the Organizer during the Initiative will be subject to separate arrangements between the parties, taking into account the Organizer's interest in collaborating with the respective start-up, spin-off, or company.

7.2. The intellectual property of the Projects belongs to the participants who have developed and presented them. Each participant assumes full responsibility for protecting the inventive and/or original aspects through means they deem most appropriate.

7.3. Without prejudice to the foregoing, by submitting the application, the Applicant grants Almacube and Philip Morris Italia, free of charge and without any time limit, authorization to Almacube and Philip Morris Italia for the entire duration of the Initiative and/or any subsequent term agreed upon in the agreements between the Applicant and Almacube and/or Philip Morris Italia, without any further notice being required, to:

- IX. use its name, corporate name, image and identifying marks of the Project, for promotional and advertising purposes;
- X. publish the Project and related materials on any website traceable to Almacube and Philip Morris Italia, or on websites of third parties authorized by Almacube and Philip Morris Italia;
- XI. to exhibit and represent the Project and its materials at congresses, conventions, seminars or other events;
- XII. disclose to third parties who may be interested in investing or contributing in any way to the development, marketing, and economic use of the Project.

7.4. The Applicant acknowledges and accepts that the revocation of the authorization referred to in Article 7.3 above must be sent to Almacube srl and/or Philip Morris Italia by form of a registered letter with return receipt or PEC to the addresses shown in the Italian companies' register.

8. Data protection and privacy

8.1. The personal data provided by the Applicant in the context of participating in the Initiative will be processed by Philip Morris Italia Srl as an independent data controller in accordance with EU Regulation No. 679/2016 ("GDPR") and the privacy policy available on the following website: <https://www.pmiprivacy.com/italy/it/business-partner/>, which is an integral part of this Regulation. Regarding the optional consent collected by Almacube srl to receive commercial communications from the latter, the independent data controller of personal data is Almacube srl, and its privacy policy is available on the following website: https://www.beleafbethethefuture.com/wp-content/uploads/2023/08/BeLeaf-2023_Almacube_Privacy-Policy-ENG.docx.pdf

9. General conditions

9.1. The Organizer reserves the right to cancel, modify or suspend, in whole or in part and at any time, the Initiative, as well as any of its contents, aspects or selection criteria, or to select a lower number of Finalists than initially envisaged, at its sole discretion, subject to prior notice of the changes on the Initiative's website.

Almacube and Philip Morris Italia may transfer or assign any rights or obligations arising from the Initiative and/or this Regulation to any company in their portfolio.

Almacube and Philip Morris Italia reserve the right, at their sole discretion, to disqualify any Applicant and/or Finalist who:

- a) attempts to tamper with the registration process or with the operation of the Initiative;
- b) acts in violation of this Regulation;
- c) behaves in an inappropriate, unsportsmanlike manner contrary to the interests of the smooth and proper running of the Initiative.

Under no circumstances shall the submission of the Application and the Project, and the selection and awarding of the Initiative be understood or interpreted as an offer or contract of employment by Almacube and Philip Morris Italia. In no event shall the Initiative and its Regulation be construed and/or interpreted as an offer to the public pursuant to Article 1336 of the Italian Civil Code.

10. Truthfulness of Information

10.1. Applicants and Finalists guarantee that all information, data and, more generally, any other material provided to Almacube and Philip Morris Italia in the application and/or in any other phase of the Initiative, is accurate, correct, truthful and complete. Applicants and Finalists therefore assume full and exclusive responsibility for any breach of the aforementioned declaration.

11. Efficacy

11.1. The obligations contained in the Regulation shall have effect from the moment the application is submitted and shall remain in force until the end of the Initiative, except as indicated in Article 5.2.

12. Jurisdiction

12.1. Any dispute arising in the form of conflict with the Regulation, including disputes relating to its validity, interpretation, execution, termination or fulfilment, shall be the exclusive competence of the Court of Bologna, any other competing court being excluded.