Venture Lab Open Innovation Challenge:
Terms & Conditions

NITERRA EMEA GmbH [Balcke-Dürr-Allee 6, 40882 Ratingen, Germany] (hereinafter referred to as "**Niterra**"), has decided to rely on Hello Tomorrow SAS, a company duly organized and existing under the laws of France, with a share capital of €2,201 and having its registered office located at 66 avenue des Champs-Élysées, 75008 Paris - France, (hereinafter referred to as "**Hello Tomorrow**") to organize the "**Venture Lab Open Innovation Challenge**", under the terms and conditions set out below. Niterra and Hello Tomorrow are hereinafter referred to as the "**Organizers**".
By submitting a Submission (as defined below) to the **Venture Lab Open Innovation Challenge** (hereinafter referred to as the "**Challenge**"), the Applicant (as defined below) agrees to be bound by the following legal terms ("**Terms and Conditions**"). The Terms and Conditions also incorporate by reference the additional terms specified at https://www.submittable.com/terms-and-conditions/; in the event of a conflict of terms, these Terms and Conditions shall prevail.

1. General

Conditions and purpose of the Challenge

The Challenge is open to any startup company which demonstrates a high technology focus in relation with Niterra's problematic. This Challenge is only open to legal entities and expressly excludes participation of individuals and consumers.
The Challenge is accessible via the website available at:
https://hellotomorrowstartupchallenge.submittable.com/submit/296600/niterra-venture-lab-open-innovation-challenge-2024

(the "**Challenge website**") and administered by Hello Tomorrow. The Challenge shall take place from May 30th, 2024 to July 8th, 2024 (hereinafter referred to as the "**Duration of the Challenge**").

Purpose

The purpose of the Challenge is to select startup companies (the "**Winners**") with a relevant Project which may benefit from a **future collaboration and a chance do co-create with Niterra.** More details on services are provided on the Challenge Website.

Definitions

"**Applicant**": refers to any startup company that submits an application registered which design, develop, manufacture, or offer commercial solutions that could be in connexion with Niterra's activities in accordance with the Participation conditions and which takes part in the Challenge.
"**Confidential Information**": refers to the definition set out in Article 4.
"**Terms and Conditions**" or "**Participation conditions**": designate these general terms of the Challenge, accepted by every Applicant.
"**Project**": refers to any Applicant's business.
"**Parties**": refers collectively to Niterra, Hello Tomorrow, and the Applicant team.

"**Submission**": refers to the registration of an Applicant in accordance with the Participation conditions.
"**Winner(s)**" refers to the selected Applicant as per article 3.

2. Submission of applications

2.1 Applicant - eligibility criteria

An Applicant must be a company / University:

- registered on the trade register of the country in which it has its headquarters and able to provide a registration certificate;
- able to provide evidence of a valid professional insurance policy;
- able to certify that it is in good standing and complies with all laws including the social and tax legislation to which it is subject;
- developing a Project that is within the purpose of the Challenge, as such purpose is defined in Article 1 (Purpose - Organization) above;
- certifying that they are acting in compliance with GDPR;
- personal data transmitted must be collected in accordance with applicable data protection regulations, in particular in accordance with the GDPR
- involving at least two full time individuals at least 18-year-old (whether as shareholders or employees or consultants).

The above-mentioned certificates may be requested from the Applicant by the Organizers at any time after the Preliminary Check.

2.2 Submission procedure - description

The Applicant shall submit its application exclusively by registering on the Challenge website (paper submissions will not be considered), in accordance with the instructions provided (the "**Submission**"). The Submission is free of charge and without purchase obligation for the Applicant or for the organisers. The Submission shall take place in two steps, as described below in 2.3 (Step 1 and Step 2).

Step 1 of the Submission must be completed by July 8th, 2024 at 23:59:59 CET.

Upon Step 1 of a Submission, the Organizers shall perform a preliminary relevance check (the "**Preliminary Check**"), to verify that the entries made by the Applicant are relevant to the purpose of the Challenge. Niterra shall have the last say in this review. Applicants having successfully passed the Preliminary Check shall be requested to complement their Submission with further entries.

The decision of the committee of the Organizers regarding late or non-conforming Submissions for Applicants is final.

By submitting a Submission, the Applicant agrees that (a) the information provided is

complete, correct and accurate in all material respects and that (b) its registration may be rejected or terminated, and all Submissions submitted by it may be disqualified if any of the registered information is (or the Organizers have reasonable grounds to believe it is) incomplete, incorrect or inaccurate.

All Submissions must be in English. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos or supplemental information (e.g., YouTube) can be included in your Submission. There is a maximum limit of 10 MB for a complete Submission, including attachments.

Except for Data Privacy concern, the Organizers are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Submission materials, loss or otherwise. The Organizers are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. The Organizers disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Challenge.

2.3 Submission fields

When registering its application, the Applicant shall first be requested to fill in the following fields:

Questions in the application form

Applicant information

1. Name
2. Email
3. Phone number
4. Position in the company
5. Nationality

Company

6. Company name
7. Elevator Pitch
8. Country of your headquarter
9. Company size
10. Date of creation
11. Website URL

Product and Technology

12. What type of product are you building
13. Description of the product
14. Description of your technology in detail
15. Does the technology leverage sensing technologies?
16. Which of the following use cases are you attempting to solve? If not one of the use cases, please specify.
17. How does your solution addresses the selected use case(s)?
18. Maturity level
19. Please share a 1-min video describing your product / service
20. Please share any media coverage and articles about the technology/solution

Market & Business

21. Which markets and customer segments are you targeting?
22. What is your business model?
23. How does your solution stand out from your competitors?
24. Which scientific milestones and market traction have you reached to date?
25. Current financing status: series of the last deal?
26. Total money raised to date (in $M)?

With Niterra Venture Lab

27. What are your development needs at the moment?
28. Are you comfortable sharing information about your IP & tech, under NDA, in order to be able to co-build and deep dive into your tech?
29. What type of support are you expecting from the Venture Lab?
30. Have you ever been in touch with the Venture Lab or Niterra in the past? If yes, who / which entity?

Additional information

31. Pitch deck
32. Please present your team and advisors
33. Please attach the CV of the founding team members
34. Why is the team uniquely qualified to solve this problem?
35. Additional comments

The Applicant shall be requested to:

- provide a point of contact (first and last name, valid email address);
- accept the application of these Terms and Conditions. By so doing, the Applicant shall warrant it has obtained the consent of any and all individuals whose personal data are and will be shared with the Organizers in the course of and further to the Applicant's Submission. Non-compliance with these requirements will result in the disqualification of the Applicant for this Challenge.

Only complete Submissions (i.e., with all the above fields duly filled-in) will be considered.

3. Selection process and judging criteria of the Challenge

Preliminary Check upon completion of Step 1 of a Submission
The Preliminary Check will be performed by the Niterra management team between July 8th, 2024 and July 30th, 2024. It will consist in assessing whether the Applicant and its Project generally fit with the conditions and purpose of the Challenge. Applicants whose Submission shall not have been retained upon Preliminary Check will be informed by the Organizers.

Final Selection upon completion of Step 2 of a Submission

All Submissions having gone through the Preliminary Check and having completed Step 2 shall be examined by the Niterra Selection Committee.

The Niterra Selection Committee shall select Applicants, by applying the following criteria:

- Technological innovation level
- Fit with the use cases
- Concept feasibility
- Potential for co-creation
- Quality of the team

The Niterra Selection Committee's deliberations will be confidential and discretionary.

The Niterra Selection Committee will meet in the week of July 8th, 2024 and render its decision by July 30th, 2024.

Notwithstanding the foregoing, the Organizers reserve the right not to select any Applicant as Winner if none of the Applicants meets the Niterra Selection Committee assessment criteria described herein above.

Any Applicant which does not abide by the Participation conditions during its Submission and at any time during the Challenge will be automatically and without previous notification, disqualified from the Challenge and shall not be awarded.

4. Confidentiality

4.1. "**Confidential Information**" shall mean any information whatever its object (administrative, commercial, scientific, technical, financial, industrial, business…), its nature (including but not limited to know-how, methods, technical breakdowns, processes, formulae, designs, computer software, future development and business) which was, is or will be communicated by Niterra to the Applicant, whether in oral, written, graphic, electronic or other machine-readable form, or copies thereof.

4.2. The protection of Confidential Information does not and shall not extend to any information which, as evidenced by the Applicant:

- is in the public domain at the time of the disclosure, or subsequently made available to the general public, otherwise than through the fault and/or negligence or breach of this Participation conditions by the Applicant; or
- was lawfully obtained by the Applicant from a third party with full rights of disclosure; or
- is independently and in good faith developed by the Applicant as evidenced by the Applicant's written records without making use of the Confidential Information; or
- is disclosed or used with the prior written approval of Niterra.

4.3. During the duration of the Challenge and during a period of five (5) years after the end of the Duration Challenge such as planned, the Applicant shall:

- Not use the Confidential Information for any other purpose than the participation in the Challenge in accordance with the Participation conditions;
- Take any necessary, useful and reasonable precaution to protect the Confidential Information;
- Not Reveal the Confidential Information to any third party, except to the other members of its team;

4.4. The Organizers may disclose Applicants' information wholly or in part to their respective parent company or subsidiaries in the meaning of Article L.233-1 of the French Code de commerce or to a service provider acting on its behalf or that of its subsidiaries.

4.5. At the end of the Challenge or resulting from the non-selection of the Applicant for the next step of the Challenge, the Applicant shall immediately return to Niterra or destroy all Confidential Information received and shall not keep any copy, except with the written and specific agreement of Niterra.

5. Communication

For the purpose of communicating on the results of the challenge, the Winners explicitly authorise Niterra to communicate on their identity (corporate denomination, business activity, team) as a result of the Challenge, worldwide, without any financial remuneration. Each Applicant undertakes to obtain from the relevant individuals of its team to the benefit of Niterra, the right to use their surnames, given names and images in any format and regardless of the type of media, for the purpose of such communication of the Challenge results. Use of such data shall be subject to the provisions of Article 6 below.

6. Use of personal data

Within the framework of this challenge, the Organizers undertake to comply with the

regulations in force applicable to the processing of personal data, namely the Data Protection Act n ° 78-17 of January 6, 1978 modified and, in particular, the General Data Protection Regulation (GDPR) EU 2016/679 of April 27, 2016 (below the "data privacy regulation").

For the requirements of the following article, Niterra is called the "**Data controller**" and Hello Tomorrow, the "**Data processor**". The Submission Process requires the Applicant to provide certain personal data relating to its employees, officers or other stakeholders as the case may be.

The personal data processed are:

- Name
- Nationality
- Phone number
- Email
- Current company

The purpose of the collection and processing of such personal data is to (i) allow the administration of the Challenge (identify contact persons), (ii) enable the General Manager and the Niterra Selection Committee to respectively perform the Preliminary Check (Project to be supported by at least two individuals at least 18-year-old) and the final selection of Winners, as well as communicate publicly on the results of the Challenge.

The legal basis for the collection and processing of such personal data lies in the consent obtained by the Organizers from each Applicant (acting on behalf of each individual whose personal data are at stake) to the collection and use of these personal data in accordance with the present Terms & Conditions.

The Data controller and Data processor undertake to:

- process the data solely for the above-described purpose: Personal data is made available to relevant Niterra representatives only, on a need to know basis. Hello Tomorrow personnel may have access to personal data to the extent necessary for the technical administration of the Challenge Website.
- guarantee the confidentiality of personal data processed hereunder.
- ensure that the persons authorized to process personal data under this Agreement:
    - have committed themselves to confidentiality of personal data processed hereunder
    - receive the appropriate personal data protection training.
- take into account, with regard to its tools, products, applications or services, the principles of data protection by design and by default.
- inform data subjects regarding the processing of their data. The Data processor will help, whenever possible, the Data controller to fulfil its obligation to comply with requests for the exercise of the rights of said persons.

The Data processor undertakes to:

- notify the Data controller of any personal data breach. This notification shall be sent along with any useful documentation to enable the Data controller, when necessary, to notify this breach to the competent supervisory authority.
- implement and maintain appropriate technical and organizational measures to prevent unauthorized or unlawful processing of personal data and /or accidental loss, destruction, or deterioration of personal data, so as to guarantee a level of protection adapted to the risks associated with the processing.

The Data processor may use another processor (hereinafter, "**the sub-processor**") to carry out specific processing activities.
It is the responsibility of the Data processor to ensure that the sub-processor has the same sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the General Data Protection Regulation. If the sub-processor does not fulfil its data protection obligations, the original processor remains fully responsible with regard to the Data controller for the sub-processor's performance of its obligations.

The Data processor may transfer personal data to a third country or an international organisation and undertakes that they have provided appropriate safeguards according to GDPR Article 46. A copy of the documentation certifying the implementation of such safeguards may be sent to the Data Controller upon request.

Deletion of data: All personal data collected during the Challenge shall be kept for the duration of the Challenge plus three (3) months at the maximum and deleted afterwards.

The Data processor states that it maintains a written record of all categories of processing activities carried out on behalf of the Data controller, including:

- the name and contact details of the Data controller for whom it acts, any other data processors and, where applicable, the data protection officer;
- the categories of processing carried out on behalf of the Data controller;
- the where applicable, transfers of personal data to a third country or to an international organization, including the identification of that third country or of this international organization and, in the case of transfers referred to in Article 49 (1), second paragraph of General Data Protection Regulation, documents attesting to the existence of appropriate guarantees;
- in wherever possible, a general description of the technical and organizational security measures, including among others, as appropriate:
    - the pseudonymization and encryption of personal data;
    - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    - the ability to restore the availability of access to personal data and

access in a timely manner in the event of a physical or technical incident;
- a procedure to test, analyse, and regularly assess the effectiveness of technical and organizational measures to ensure the security of processing.

In accordance with the applicable laws and the General Data Protection Regulation (GDPR), each individual whose personal data will have been collected during the Challenge shall have a right to request from the data controller access to and rectification or erasure of personal data, or restriction of processing concerning the data subject, or to object to processing as well as the right to data portability and to give post mortem directives. Such individual may exercise these rights by writing to the Data Protection Officer (DPO) of Niterra at the following email address: Dataprotection-nittera@legitimis.com

Such individual shall also have a right to lodge a complaint with a supervisory authority, the "Commission Nationale Informatique et Liberté" (CNIL) in France.

7. Intellectual property

"**Intellectual Property Right**" means any patent, utility certificate, drawing, model, copyright, brand, database producer right, know-how and any other intellectual property right whatsoever.
"**Existing Right**" means any Intellectual Property Right held by one of the Parties before the start date of the Challenge.
"**Own Right**" means any Intellectual Property Right developed or acquired by a Party after the start date of the Challenge without the practical assistance of another Party, whether or not as part of the Challenge.
"**Party**" means for the purpose of this Article 7 an Applicant, Niterra, or Hello Tomorrow.

7.1. Nothing in these Terms and Conditions will give the Organizers any rights in or to Applicant's Existing Rights.
7.2. All the prototypes, documentation, drawings, databases, software or multimedia contents in the Project ("**Applicant's property**") presented to the Niterra Selection Committee stay the sole property of Applicants.
Applicants property must have been produced by the Applicants themselves or the Applicants must hold the necessary Intellectual Property Rights (notably from third parties) on the said Applicants property.
All Applicants shall be liable for their compliance with the applicable legislation, including regarding copyright and legislation on privacy and personal image protection.
7.3. The Organizers cannot be held liable for any infringement of the Applicant property.

7.4 By uploading the content of the Project onto the website, each Applicant undertakes to comply with statutory and regulatory provisions in force. They are consequently responsible for ensuring that the storage on, and distribution of the content through, the https://www.submittable.com/ website does not constitute:

- an infringement of third-party Intellectual Property Rights (including video clips, TV challenges, short, medium or full-length films, animated or otherwise, and advertising that the Applicants have not produced personally or for which they do not hold the necessary permission from third party rights holders);
- an infringement of personality rights (including the use of image or name, defamation, insults and abuse, the right to privacy, etc.);
- an infringement of accepted standards of behaviour or public order (including condoning crimes against humanity, inciting racial hatred, child pornography, etc.). Without prejudice to other rights held by the Organizers, a breach in the foregoing will result in the content of the Project being withdrawn and the Applicant's account being closed without prior notice. Furthermore, Applicants members are personally liable for any criminal offences specific to contentious content (prison sentences and fines) besides their liability for any compensation.

8. Reward for the Winners of the Challenge

The winner will be invited to participate to a 2-week bootcamp which could lead to a potential collaboration such as Joint Venture, or investment.

9. Liability

9.1. The Organizers will not be liable in case of breakdown or dysfunction of the used telecommunications network where the Project has been uploaded in order to participate in the Challenge, whatever the cause is, which would especially have the effect of damaging or preventing the identification or the access of the Applicant on https://www.submittable.com/ or any other useful web site for the participation in the Challenge.
9.2. The participation in the Challenge implies knowledge and acceptance of the characteristics, limitations and risks of the internet network and the technologies which are linked to it, particularly in consideration of the performances, in response time, in the security of the software and the computer hardware towards diverse potential attacks such as virus, logic bomb or trojan horse and in the loss or in diversion of data. As a consequence, the Organizers cannot be held liable, in any case for the damages caused to the Applicant because of these accepted characteristics, limitations and risks.
9.3. The Organizers cannot, in any case, be held liable for any damage caused by the defect or the delay of delivery of the Applicant's Project, especially for the refusal to consider these Applicant Project **because of a late submission**, or for any damage caused by an impossibility to connect to the relevant websites or to upload/download correctly any deliverable, the defect or the delivery time of any e-mail sent during the Challenge, or for any damage preventing the Applicant to attend or participate to whole or part of the Challenge.
9.4. The Organizers cannot be held liable in case of total or partial modification, suspension, interruption, adjournment, or cancellation of whole or part of the Challenge for reasons beyond their control or as defined in Article 12.
9.5. The Organizers cannot be held liable for the consequences of a disqualification of an Applicant, and/or a team, due to a violation of these Terms and Conditions, and/or in case of rejection of a Project due to noncompliance with the Terms and Conditions.
9.6. By participating in the Challenge, each Applicant agrees to release, indemnify and hold harmless the Organizers, and their respective affiliates, subsidiaries, advertising and promotion agencies, as applicable, and each of their respective agents, representatives, officers, directors, members, shareholders, employees and insurers (collectively, "**Sponsor Entities**") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or Submission to the Challenge (including any claims alleging that your Submission infringes, misappropriates or violates any third party's intellectual property rights). The Organizers reserve the right in their sole discretion to extend or modify the dates of the Challenge, and to

change the terms of these Terms and Conditions governing any phase or portion thereof taking place after the effective date of any such change.

10. Independence

The registration and participation in the Challenge shall not create a link of subordination between the Organizers and the Applicant.

It is specified that Niterra and Hello Tomorrow will perform this contract with completely independent, and each Party shall be responsible for its own responsibilities, costs and obligations linked to its activities and staff.

11. Claims

11.1. Any claim of the Applicant must be sent in writing within thirty (30) days after the end of the Challenge.

11.2. Claims linked to the functioning of the website must be made in writing at the following address: https://submittable.help/en/

11.3. At the risk of being rejected, any claim must contain:

- Full contact details of the Applicant
- The identification of the concerned Challenge and;
- Clear and elaborate presentation of the arguments for the claim.

12. Cancellation and suspension of the Challenge

12.1. The Organizers reserve the right to cancel, shorten and/or suspend the Challenge without prior notice:

- In cases of force majeure (defined in Article 1218 of the French Civil Code). The following are considered to be cases of force majeure without this list being exhaustive: natural disasters, fires, lightning, bad weather, strikes not limited to the Party prevented, government decisions, epidemics or pandemics (in particular those linked to Covid 19), social unrest, armed conflicts, riots, sabotage, embargoes, acts or regulations emanating from public, civil or military authorities, acts of terrorism;
- If it appears that fraud has occurred in any form whatsoever;
- In the case of Article 3.

12.2. The Organizers cannot be held liable for cancellation or for suspension of the Challenge according to the present Article and no allowance nor compensation will be due to the Applicant team.

12.3. The organisers reserve the right to exclude participants from the Challenge if it

transpires that the participant in question has provided information in his/her application that is not true or if the organisers become aware of facts relating to the participant that endangers or threaten to distort the Challenge or pose potential risks for Niterra EMEA GmbH.

13. Scope and availability of the Participation conditions

Application implies the acceptance and adherence to the above conditions and the Organizers' decisions as final and binding in all respects.

Participation conditions of competition are available to all Applicants on the website https://hellotomorrowstartupchallenge.submittable.com/submit/296600/niterra-venture-lab-open-innovation-challenge-2024
; they shall be communicated to any person who makes such a request by email to marie.ramond@hello-tomorrow.org

In the event of a legal dispute, the Applicants agree to make their best efforts to reach an amicable settlement with Hello Tomorrow and Niterra. If no agreement is reached between the Parties within thirty (30) days of the registered letter reception, Parties regain their freedom of action. The place of jurisdiction shall be in Paris (FRANCE) and French law shall be applicable for the dispute settlement.