

Galp Startup the Future Challenge

- Terms & Conditions -

Galp Energia, S.A., a joint stock company with registered address at Rua Tomás da Fonseca, Torre C, S. Domingos de Benfica, 1600-209 Lisbon, registered in Portugal under number and turnover tax ID 505060515 (hereinafter referred to as “**Galp**”) has decided to rely on Hello Tomorrow SAS, a company duly incorporated under the laws of France, with a share capital of €15,921 and having its registered office located at 66 avenue des Champs-Élysées, 75008 Paris - France, (hereinafter referred to as “**Hello Tomorrow**”) to organize the “**Galp Startup the Future Challenge**”, under the terms and conditions set out below. Galp and Hello Tomorrow are hereinafter referred to as the “**Organizers**”.

By submitting a Submission (as defined below) to the Galp Startup the Future 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 legally incorporated company at an early stage or researcher which demonstrates a high technology focus in relation to Galp’s focus, i.e., renewable energies...

The Challenge is accessible via the website available at:

<https://startupthefuture.galp.com> (the “**Challenge website**”). The Challenge shall take place from April 15th to Sept 10th, 2024 (hereinafter referred to as the “**Duration of the Challenge**”).

Purpose

The purpose of the Challenge is to select applicants (the “**Winners**”) with a relevant project which may benefit from

- The co-development of pilots,
- Industrial strategic support,
- Connecting to Galp’s global business network,
- Access to Galp’s experts,
- Obtaining easy market access in the markets Galp is currently present,
- Attending Web Summit 2024 in Lisbon and presenting the **Winners’** technology at Galp’s booth,
- Getting tailored sessions with external consultants.

More details on services are provided on the Challenge Website.

Definitions

“Applicant”: refers to any legally incorporated company that meets all eligibility criteria described in Article 2.1 and submits an application registered which design, develop, manufacture or offer commercial solutions that could be in connection with Galp’s activities in accordance with the Rules and which takes part in the Challenge.

“Confidential Information”: refers to the definition set out in Article 5.

“Data Controller” shall have the meaning defined in Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Data Processor” shall have the meaning defined in Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Existing Right” means any Intellectual Property Right held by one of the Parties before the start date of the Challenge.

“Intellectual Property Right” means any patent, utility certificate, drawing, model, copyright, brand, database producer right, know-how and any other intellectual property right whatsoever.

“Organizers”: refers collectively to the Galp and Hello Tomorrow team.

“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” or **“Parties”**: refers collectively to Galp, Hello Tomorrow, and the Applicant team.

“Project”: refers to any Applicant’s business.

“Submission”: refers to the registration of an Applicant in accordance with the Rules.

“Sub-Processor” shall have the meaning defined in Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Terms and Conditions” or **“Rules”**: designate these general terms of the Challenge, accepted by every Applicant.

“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:

- registered on the trade register of the country in which it has been incorporated and able to provide a certificate of incorporation,
- able to provide evidence of a valid professional insurance policy by a solver insurance company,
- 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,
- involving at least two full time individuals at least 18-year-old (whether as shareholders or employees or consultants).

Proof or compliance with the above-mentioned criteria 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.

Step 1 of the Submission must be completed by Sept 10th 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. Galp shall have the last say in this review. Applicants having successfully passed the Preliminary Check could be requested to complement their Submission with further entries or through an alignment call.

The decision 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, compliant with these Terms & Conditions, 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. Submission’s 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 concerns, 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, unauthorised 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 the following fields in:

Questions in the application form

- Company Name
- Name
- Email contact
- Current job title
- Elevator pitch (Summarize your company in a few words)
- Country of operations
- Company size
- Date of creation
- What is the total amount of funds raised by your company to date?
- Could you tell us more about your funding?
- Website
- To which challenge do you wish to apply to?
- In this challenge, which topic(s) does your solution apply to?
- More concretely, in which storage technology(ies) are you working on?
- What is your current Maturity Level (TRL)?
- Please describe your technology in detail (How does your technology work? Which market needs are you solving? What makes your technology innovative and different compared to existing ones? Please share any key scientific and economic results you have achieved)
- What is your expertise and experience in this domain? (Describe your team members' backgrounds, expertise, and achievements)
- Who are your current competitors? Who might become competitors in the near future?
- How does your solution stand out from the competition? (Please share the key differentiator of your solution, along with lab and field test results as well as comparisons and economic data to demonstrate your competitive advantage)
- What do you consider your current biggest challenges?
- What are your biggest threats? (e.g. technology development, market access, regulatory environment, etc.)
- Do you have photos/videos of your solution?
- Do you have science articles and patents describing your technology?

- Which markets and customer segments are you targeting? (Please describe your target markets in detail (size of your addressable market, customer pain points, geography, etc.)
- What is your business model? (If your project is mature enough, please describe your BM in detail (who are your customers? Why would they pay for your solution? Who are your suppliers?, etc.)
- Which scientific milestones and market traction have you reached to date?
- What are your development plans and prospective milestones in your target markets?
- What are your development needs at the moment?
- What type of support would you expect from Galp?
- Please elaborate on the type of collaboration you would expect (e.g. details of the scope of a potential PoC / pilot, work plan for a potential process/product co-development, etc.)
- Please attach a slide deck presenting your solution
- Have you already collaborated with a competitor of Galp?
- How have you known about the STARTUP THE FUTURE program launched by Galp?

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 Organizers between Sept 10th and Sept 23rd. It will consist of assessing whether the Applicant and its Project generally fit 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 Organizers.

The Organizers shall select Applicants, by applying the following criteria:

- Technological innovation
- Fit with the industry sector and Galp
- Technology development roadmap
- Quality of the team

The Organizers' deliberations will be confidential and discretionary.

The Organizers will render its decision by Nov 21st.

Notwithstanding the foregoing, the Organizers reserve the right not to select any Applicant as Winner if none of the Applicants meets the Organizers' assessment criteria described hereinabove.

Any Applicant which does not abide by the Rules during its Submission and/or at any time during the Challenge will automatically and without prior notification be 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, process, formulae, designs, computer software, future development, and business) which was, is or will be communicated by Galp 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 public, otherwise than through the fault and/or negligence or breach of this Rules 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 Galp.

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 Rules;
- 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 Galp or destroy all Confidential Information received and shall not keep any copy, except with the written and specific agreement of Galp.

5. Communication

For the purpose of communicating on the results of the challenge, the Winners explicitly authorise Galp 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 Galp, 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, Galp 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
- Professional phone number
- Professional 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) the Organizers 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 Galp representatives only, on a need to know basis. Hello Tomorrow personnel may have access to personal data to the extent necessary for the administration of the Challenge;
- 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 undertake 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 Galp at the following email address: data.privacy@galp.com.

Such individual shall also have a right to lodge a complaint with a supervisory authority, the “Comissão Nacional de Proteção de Dados” (CNPD) in Portugal..

7. Intellectual property

7.1. Nothing in these Terms and Conditions will give the Organizers any rights in or to the Applicant’s Existing Rights.

7.2. All the Applicant’s Own Rights, including prototypes, documentation, drawings, database, software, or multimedia contents in the Project, presented to the Organizers stay the sole property of Applicants.

Applicants’ Own Rights 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 Own Rights.

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 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(s) have the chance to benefit from

- Mentoring: opportunity to connect with industry experts, support your project, get feedback, and improve your solution
- Partnership: Proof of concepts, access to Galp labs when applicable
- Know-how: Galp's extensive expertise in the beauty industry
- Knowledge: privileged access to our partner masterclass
- New market opportunities: support to your startup development

9. Liability

9.1. The Organizers will not be liable in case of breakdown or dysfunction of the used telecommunications network where the Project have 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's 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 email 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 promotions 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 Galp and Hello Tomorrow will perform this contract with complete independence, 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.

13. Scope and availability of the Rules

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

Rules of competition are available to all Applicants on the website <https://startupthefuture.galp.com/>; they shall be communicated to any person who makes such a request by email to marwan.aitomar@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 Galp. 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.