

RULES

CALL FOR INNOVATION

BELEAF: BE THE FUTURE

EDITION 2025

1. Introduction

- 1.1. The purpose of these Regulations is the Call For Innovation "BeLeaf: Be The Future" (hereinafter referred to as the "**Initiative**"), organised by Philip Morris Italia (hereinafter referred to as the "**Organiser**") with the support of Almacube Srl, with the aim, in view of subsequent collaborations, of selecting the best companies (hereinafter referred to as the "**Recipients**") operating in the AgriTech sectors with innovative solutions or not yet operating in this sector but which have developed technologies applicable to it or to the challenges covered by the Initiative.
- 1.2. For the purposes of these Rules and Regulations, "Applicants" are defined as all companies formally constituted at the time of submission of the application for participation (hereinafter referred to as "**Application**") that provide services and/or products and/or technologies however denominated referable to the sector referred to in Article 1.1, represented during the Initiative by one or more delegates.
- 1.3. Applicants will be assessed through a comparative and competitive process, the recipients, stages, terms and conditions of which are described in these Rules.
- 1.4. Participation in the Initiative is free and equity-free. Recipients who are selected to participate in the co-design programme (respectively, "**Phase 2**", "**Phase 2 Participants**") will be required to bear the costs of travel and accommodation for the residential activities in Italy. Almacube will pay Phase 2 Participants a sum of €5,000.00 for participation in the programme.
- 1.5. The Initiative does not constitute a prize event, as referred to in Presidential Decree No. 43/2001, since it expressly falls within the exclusion clause under Article 6, para. 1, lett. a) of the same source of legislation ("*Competitions and prize-winning operations shall not be considered competitions organised 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 work performance or represents recognition of personal merit or encouragement in the interest of the community*").
- 1.6. the Organiser reserves the right to change the dates, deadlines, venues, delivery methods and any other logistical and organisational aspect of the Initiative, giving advance notice to the

participants, without the need to change these Regulations, which remain in force. The updated version of the calendar of activities is available on the website: <https://beleafbethefuture.com/>

2. Recipients

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

- 2.1.1. Legal persons of good standing: in any corporate form, including innovative start-ups (ex Decreto Crescita-Bis converted into Law 221 of December 17, 2012, as amended), with registered office and operational headquarters in Italy or abroad, and whose share capital is held by one or more legal persons or natural persons aged 18 years or over.

3. Application for Participation ('Application')

- 3.1. Under penalty of ineligibility, those interested in participating in the Initiative must submit their application ("**Application**") solely online through the computerised procedure accessible from the website <https://beleafbethefuture.com/> (by clicking on the "Participate" button) and following the instructions therein (filling in an Application form and attachments).
- 3.2. The content of the completed Application constitutes the "**Project**". Any subsequent modification, improvement, development and elaboration of the Project that takes place during the course of the Initiative also constitutes the Project, without prejudice to the provisions of art. 7 on intellectual property.
- 3.3. Within the Initiative, each Applicant may submit only one Application, concerning only one Project.
- 3.4. Applications containing all the documentation indicated as compulsory within the aforementioned online IT 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 Initiative's activities must be promptly notified to the Organiser by e-mail to : marketing@almacube.com
- 3.6. Projects must be based on technologies, processes, products or services that have reached a TRL - Technology Readiness Level - between level 5 (Working demo) and level 9 (Commercialised product).
- 3.7. In line with the competitive nature of the Initiative, the Applications submitted by each Applicant will be evaluated by delegates appointed by the Organiser (hereinafter referred to as "**Evaluators**"), who will carry out checks on the requirements, suitability and quality of the Projects submitted.

4. How the Initiative is carried out

- 4.1. The Initiative is divided into the two phases briefly described below, whose timetable, which may be subject to change during the course of the initiative, is available on the website <https://beleafbethefuture.com/>

4.1.1. *Phase 1: 'Application & Selection'.*

From January 15 2025 it is possible to send the Application to apply for the Initiative, with the deadline for submitting the Application set for February 19 2025 at 11.59 p.m. CET, subject to changes as indicated in art. 1.6. Once the deadline for submitting Applications has expired, the Organisers, availing themselves of the work of the Assessors, shall select from all the Applications received a maximum of *15 (fifteen)* Projects of the highest quality, as indicated in art. 4.2. The Projects thus selected shall be called "**Phase 1 Finalists**".

From March 17 2025 to March 19 2025, the presentation of the pitches of the Stage 1 Finalists shall take place before a jury of delegates appointed by the Organisers.

Upon conclusion, the jury shall select from the Stage 1 Finalists a maximum of no. 3 (*three*) most outstanding projects, as per Article 4.2, and shall admit them to Stage 2. The Projects thus selected are hereinafter referred to as '**Participants in Phase 2**'.

4.1.2. *Phase 2: "Co-Design Programme with Philip Morris Italia*

From March 25 2025 to April 18 2025, the Participants in Phase 2 shall take part in a series of remote and in-person activities in Italy, supported by Almacube and Philip Morris Italia, also in light of the information shared by the Organiser and subject to the signing of a confidentiality agreement as provided for in art. 7 below. At the end of this phase, the Organiser shall assess the solutions that have emerged and, at its sole discretion, reserve the right to propose collaboration contracts for a Proof of Concept phase to one or more of the Participants in Phase 2.

4.1.3. The Proof of Concept (PoC) phase may be postponed if the company's production or operational needs require timeframes that are not compatible with the conclusion of the Co-Design activities. The postponement will be subject to the signing of a contractual commitment, for the protection of both parties, which will take place at the end of the programme and following the positive evaluation of the economic proposal. The PoC will be implemented at the most appropriate time, in line with the necessary conditions for the field test.

4.2 The evaluation process to determine the Phase 1 Finalists and the Participants in Phase 2 is carried out by Evaluators appointed by the Organisers in full autonomy. They shall evaluate the Applications on the basis of criteria that will take into consideration the following dimensions: *innovativeness, uniqueness and quality of the solution, product or service; experience and skills of the company/team; consistency of the Project with the challenges proposed by Philip Morris Italia; technology and commercial readiness.* The final selection of the Phase 1 and Phase 2 Finalists is at the sole discretion of the Organisers.

4.3 Almacube and the Organiser, also jointly and severally, reserve the right, at their own discretion, to grant one or more Applicants the opportunity to be evaluated for access to Almacube's incubation and/or acceleration programme according to the terms and conditions proposed by Almacube.

4.4 The Organiser reserves the right to vary the number of Stage 1 Finalists and Stage 2 Participants at its sole discretion.

5. Guarantees and indemnity of participants

5.1 Each Applicant declares and warrants, 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 trademarks, logos or other elements protected by industrial property rights or copyrights owned by third parties, or that, where third-party rights exist, the participant has previously obtained all necessary authorisations and licences from the relevant owner;
- iii. does not infringe any other rights of third parties, including, inter alia, patents, trade secrets, rights arising from contracts or licences, rights of publicity or rights relating to *privacy*, moral rights or any other rights deserving protection;
- iv. is not the subject of a contract with a third party;
- 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 the Organiser or any other natural or legal person;
- vi. does not contain any content of a pornographic or sexual nature, or content of a discriminatory nature in any way whatsoever (including specifically discrimination based on race, gender, sexual orientation, religion and/or political beliefs of individuals or groups), or content promoting violence or injury against any living being, or any other content that is offensive, obscene or inappropriate;
- vii. does not contain any threats or any content intended to intimidate, harass, or abuse the private life of an individual;
- viii. does not constitute a violation of applicable laws and does not contain content that encourages unlawful conduct.

5.2 Participants expressly declare, on behalf of themselves and their assignees, to fully indemnify and hold Almacube and the Organiser harmless from any claim, demand for compensation or request for damages made by any third party for breach of any of the provisions set out in Article 5.1 above, for the maximum period permitted by law.

6. Limitation of Liability

6.1. Almacube and the Organiser shall in no way be liable for any 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 that, for any reason whatsoever, were not received, electronic or other communications that were delayed or for any other technical problems related to the registration and uploading of

content within the framework of this initiative. Applicants may therefore not make any claims for compensation or damages for any reason whatsoever in relation to the aforementioned events. Almacube and the Organiser are also exonerated from any liability for any damage to property and/or persons that may be caused, directly or indirectly, by the participants or by their possible "external assistants" in the course of the various phases of the Initiative.

7. Intellectual Property

7.1. Almacube, the Organizer and the Applicants are aware of the fact that the first two phases of the Call for Innovation are not aimed at creating new intellectual property rights ("New IP"), but rather at verifying the existence of the technical and interest requirements for a collaboration between Philip Morris Italia and one or more start-ups, spin-offs or enterprises, in full respect of the confidential information and pre-existing intellectual property rights of both Philip Morris Italia and the start-ups, spin-offs or enterprises involved. Therefore, the Participants in Phase 2 of the Initiative shall be required to sign a specific confidentiality agreement, it being understood that any New IP that may be generated by the participating start-ups, spin-offs or enterprises on the basis of the confidential information provided by the Organiser during the course of the Initiative shall be the subject of a specific agreement between the Parties, also taking into account the Organiser's interest in collaboration with the start-up, spin-off or enterprise in question.

7.2 The intellectual property of the Projects object of the candidature is of the participants who have developed and presented them, with the exception of eventual modifications to the Project made by the Participants in Phase 2, on the basis of confidential information received by Philip Morris Italia, for which the above applies. Each participant assumes the burden and full responsibility for the protection of the inventive and/or original aspects through the means they deem most appropriate.

7.3. Without prejudice to the foregoing, by submitting the *application*, the Applicant grants Almacube and the Organiser, free of charge and without any time limit, for the entire duration of the Initiative and/or any subsequent term agreed upon in the agreements concluded between the Applicant and Almacube and/or the Organiser, without the need for any further communication, the authorisation 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 the Organiser, or on third party websites authorised by Almacube and the Organiser;
- xi. exhibit and represent the Project and related materials at conferences, conventions, seminars or similar;
- xii. disclose to third parties that may be interested in investing or contributing in any way to the development, commercialisation and economic utilisation of the Project.

7.4. The Candidate acknowledges and accepts that any revocation, even partial, of the authorisation under Article 7.3, shall be sent to Almacube srl and to Philip Morris Italia by registered letter with return receipt or PEC, to the addresses of the same as shown in the companies register.

8. Processing of Personal Data

8.1. The personal data provided by the Candidate in the context of participation in the Initiative will be processed by Philip Morris Italia Srl as autonomous data controller in accordance with EU Regulation No. 679/2016 ("GDPR") and the privacy policy available at the following [website https://www.pmiprivacy.com/italy/it/general-enquirer/](https://www.pmiprivacy.com/italy/it/general-enquirer/), which is an integral part of these Regulations. In relation, instead, to the optional consent, collected by Almacube srl, to receive commercial communications from the latter, the autonomous data controller is Almacube srl whose privacy policy is available at the following website: https://www.almacube.com/wp-content/uploads/2025/01/ALMACUBE-Privacy-Policy-2024_ENG.docx.pdf

9. General Terms and Conditions

9.1. The Promoter 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 smaller number of Finalists than initially planned, at its sole discretion, subject to notification of the changes on the Initiative website.

Almacube and Philip Morris Italia may transfer or assign any rights or obligations arising from the Initiative and/or these Rules to any company forming part of their portfolio.

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

a) attempts to tamper with the registration process or the operation of the Initiative; b) acts in breach of these Rules;

(c) behaves inappropriately, unsportsmanlike and contrary to the interests of the smooth and proper conduct of the Initiative.

Under no circumstances shall the submission of the Application and the Project and the selection and awarding of the Initiative be construed or may be interpreted as an offer or contract of employment with Almacube and Philip Morris Italia. Under no circumstances shall the Initiative and the related Regulations 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. The 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, are accurate, correct, truthful and complete. The Applicants and Finalists therefore assume full and exclusive responsibility for any breach of the aforementioned declaration.

11. Effectiveness

11.1. The obligations contained in the Rules and Regulations shall take effect from the moment the *application* is submitted and shall remain in force until the end of the Initiative, subject to Article 5.2.



12. Jurisdiction

12.1. Any dispute arising in connection with the Rules, 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.