

TRIVALOR Corporate Startup Engagement REGULATIONS

Article 1 – Definitions and general rules

1. The **Emerge Technology Engagement Program (“Program”)** is an initiative promoted by **TRIVALOR SGPS (“TRIVALOR)** in partnership with **Unleash Lda.** (hereinafter referred to as **Snap! Partners**).
2. **TRIVALOR** actively supports entrepreneurship and innovation by engaging with internal and external innovators and continuous improvement through the activities of its corporate innovation department.
3. The **Program** has as its main goal the promotion and support of the development of innovative solutions by **TRIVALOR** in the food, logistics, security, facility management, B2B services and healthcare sectors and will take place from the 15th October 2019.
4. **Snap! Partners**, acts as subcontractor in coordinating the application stage, evaluation process and program implementation.
5. The **Emerge Program**, having the participation of entrepreneurs, large companies and partners ranging from universities to technological centers and other experts in diverse fields, offers significant advantages in terms of efficiency in finding solutions and using the means allocated to innovation, and is a key part of the innovation strategy pursued by **TRIVALOR**.
6. Attracting talent and entrepreneurial capacity to the aforementioned areas of **TRIVALOR’s** activity is a vital component of the modernization and continuous improvement of the **TRIVALOR** group.
7. Within the **Program**, a maximum of 5 (five) teams will be selected to engage with **TRIVALOR** in the validation, pilot application or market launch of their products or services.

Article 2 – Application

1. Completing an application form is part of the criteria to apply and participate in the **Program**.
2. The application forms shall be completed regarding collaboration in one of the areas below:
 - Food (Catering services, concessions and events);

- Logistics (Logistics & brand representation, food production, industrial production);
 - Security (Security & safety);
 - Facility Management (Cleaning and maintenance services);
 - B2B Services (Business support services, document management, benefits & incentives);
 - Health (Well-being, health, hygiene and safety of workers)
3. The application forms shall also identify which challenge the applicant believes it can help solve.

Article 3 – Phasing

1. The **Program** comprises 5 (five) phases:
 - a) Applications:
 - i) Beginning the 15th of October 2019;
 - ii) Ending the 30th of November 2019;
 - b) Semi-Finalist selection: December 2019.
 - c) Final Pitching days: March 2020
 - d) Workplan development: March 2020
 - e) Implementation: starting April 2020.

Article 4 – Participation

1. Participation is open to SMEs and Startups.
2. The applicants need to prove they have developed at least a Proof of Concept of their product or service and possess the experience, education, technical and management skills to implement the proposed solution.
3. The level of commitment and dedication to the project will also be assessed.
4. The applicants must own the copyright and similar intellectual property rights for the applications they present to the **Program**.

Article 5 – Presence of the Participants

1. The selected finalists may be required to be present in the Pitching days (in Lisbon, Portugal) for the final selection, after being informed of the selection by the organization.

2. In that case **TRIVALOR** will support the travel and accommodation costs of the selected teams not residing in Lisbon (Portugal), according to terms to be agreed in advance, with a maximum of 2 (two) people per team.

Article 6 – Applications

1. Applications must be presented on the form available for the purpose, which can be found on the program's website: <http://emerge.trivalor.pt>. The period of application is from 12:00 GMT on the 15th of October 2019 to 24:00 GMT on the 30th of November 2019.
2. **TRIVALOR** reserves the right, entirely at its own discretion and by means of a notice published on the **Program** website, to extend the deadline for presenting applications.
3. The application requires the submission of an application form as mentioned in Article 2, which will be assessed to evaluate acceptance in the **Program**.
4. Presentation of the application implies full and unreserved acceptance of these regulations, and express consent to check the authenticity of the information provided.
5. Additional information can be requested by the organization to better evaluate the team and the project and to make a decision about the application.

Article 7 – Selection of the participants

1. **TRIVALOR** and **Snap! Partners** will pre-select up to 20 (twenty) teams based on the proposed application form, considering all the information made available during the application period through the application form and through any additional elements requested to the teams.
2. **TRIVALOR** will consider the team's ability to complete the project and the team's profile in terms of complementary skills and entrepreneurial attitude.
3. The 20 (twenty) pre-selected teams will be interviewed by elements of the jury via video or conference call.
4. During the interviews each team will have the opportunity to explain the project in a 5 (five) minute presentation followed by questions.
5. Following the interviews, **TRIVALOR** will select up to 10 (ten) teams to participate in the Pitching days which will take place in March 2020.
6. The following criteria will be considered for the selection referred to in the previous paragraph: innovative aspects; project quality; the set-up and quality of the team; the contribution to increased competitiveness and innovation; track record; potential to solve the

pre-defined challenges; contribution to general well-being in the workplace, customers and/or partners of **TRIVALOR** and its subsidiaries.

7. The teams selected to participate in the Pitching days phase of the **Program** will be informed via e-mail and announced on the **TRIVALOR** website.

Article 8 – Pitching days phase

1. In the Pitching Days phase 10 (ten) teams will be given the chance to present their application to an audience composed of **TRIVALOR** staff (their potential direct client), management board and other guests such as consultants, experts or potential investors.
2. The Pitching days activities may take place at the **TRIVALOR** premises, located near Lisbon, Portugal or via conference call.
3. The teams will prepare a presentation about their product or service, with special emphasis on the potential to collaborate with **TRIVALOR** in solving one of the program's challenges as well as showing a positive societal impact and financial viability.

Article 9 – Evaluation and prize attribution

1. After the Pitching days phase, every team will be evaluated on their performance.
2. The evaluation and ranking of the teams will be done according to the following criteria:
 - a) Pitching days participation;
 - b) Application form;
 - c) Likelihood of successful implementation.
3. The team who presents a project which is considered to have the most potential in helping Trivalor to reach its sustainability objectives will be awarded a monetary prize of €5.000 (five thousand euros), paid by **TRIVALOR**, subject to the following conditions:
 - a) From the gross amount of prize value, **TRIVALOR** shall deduct and withhold the amount of tax due according to the applicable taxes foreseen under Portuguese law or, whenever applicable, under other legal framework in force in the case of the prize being won by a team/startup non-resident in Portugal and liable to a different tax regime.
 - b) This amount should be exclusively used to implement and develop the project submitted by the team/startup that won the **Program**;
 - c) The transfer will be made in partial payments according to the achievement of

the goals established in an implementation timeline.

4. The teams recognized as having high potential will be invited to take part in the **TRIVALOR** Emerge program and co-develop a workplan for the implementation of their solution in validation, pilot or real market context with **TRIVALOR**.
5. The announcement of the winners will be made during the month of March 2020, after the final evaluation have been concluded.

Article 10 – Confidentiality

The participants agree to keep strictly confidential and maintain in strict secrecy the content of all information to which they have access within the framework of this **Program** and not to disclose, in whole or in part, all or any information provided by or received or obtained from **TRIVALOR** and **Snap! Partners** or relating to the **Program**, not transmitting such information to third parties, and neither licensing, commercially exploiting or making use of that confidential information, under any circumstances, unless duly authorized to do so by **TRIVALOR**, in writing, and always with the strictest respect for the duty of secrecy and confidentiality.

Article 11 – Copyright

1. It is up to each team to define who holds the rights over the presented and developed projects and it is each participant's responsibility to secure the intellectual property rights on their ideas, if they so wish.
2. **TRIVALOR** and **Snap! Partners** do not ensure the protection of the ideas, projects or concepts and will not be held responsible in case any of the ideas, projects or concepts presented within the **Program** are copied, imitated, plagiarized or in any way used by a third party.
3. The previous paragraph does not apply to all confidential information in accordance with the next paragraph.
4. After receiving the applications and for a period of 12 (twelve) months, **TRIVALOR** and **Snap! Partners** undertake not to divulge any information classified as confidential by the participants, unless otherwise expressly authorized by the participants.

Article 12 – Responsibility

TRIVALOR and **Snap! Partners** cannot be held responsible for the cancelation, postponing or

any change in the program on any of its phases due to unforeseen causes or in cases of force majeure.

Article 13 – Acceptance of the Regulation

Participating in the **Program** implies full acceptance of the rules in this regulation document by the participants and the waiving of any right to make complaints or appeals, legal or otherwise, regarding the course of events of the **Program** or any decision made by **TRIVALOR**.

Article 14 – General provisions

1. **TRIVALOR** reserves the right to modify, suspend or cancel this initiative in circumstances of force majeure, without any compensatory allowance to the applicants.
2. **TRIVALOR** reserves the right not to award the prizes if it considers there is no team duly qualified.
3. The competent authorities will be notified of any participations considered fraudulent. Any unauthorized intrusion attempts in the computing or communication systems supporting this initiative will be considered illicit and the competent authorities shall be notified.
4. **TRIVALOR** reserves the right to inhibit the participation of applicants that it considers to be competing fraudulently.
5. **TRIVALOR** cannot be held responsible for any human or technical error that may occur during the Program, that is not committed with intent or recklessness, and cannot be held liable for any damages resulting there from.

Article 15 – Applicable *Lex Forum*

1. Any issue within the initiative of the **Program**, its contents or any other matter related with it shall be governed by Portuguese law.
2. Applicants accept that any litigation within the **Program** will be submitted exclusively to the Civil Courts of Lisbon.

Article 16 – Data Protection

1. Trivalor will process your personal data in compliance with any applicable laws as stated in the Trivalor Emerge Privacy Notice available at <https://emerge.trivalor.pt> .
2. For any matter related to personal data the applicant shall contact de Data Protection Officer of Trivalor: dpo@trivalor.pt .