

## Regulation

### DEFINITIONS

InHuB Program (or “Program”) is the open innovation program promoted by Autogrill.

“Regulation” means this document.

“Autogrill” means Autogrill Italia S.p.A., share capital euro 68.688.000, with registered office in Novara, via Greppi 2 , and secondary office in Rozzano (Milan), Strada 5 – Palazzo Z – controlled by and subject to the management and coordination of World Duty Free S.p.A. - certified email autogrillitalia@legalmail.it, tax code and registration number with the Companies Register 02538160033, VAT number 02538160033, represented by Mr. Luca D’Alba , General Commercial Director Europe & Italy

Unless otherwise specified or the context requires otherwise, any term defined in this document in the singular shall have the same meaning when used in the plural, and vice versa.

### Introduction

This Regulation is prepared for the purpose of providing information and terms and conditions for the participation to a Call4Startup aimed to apply at the Acceleration Program offered by Autogrill.

Any participating Company (as defined below) acknowledges that it has read, understood and agreed to be bound by this Regulation and all the provisions herein.

Therefore, the Company waives any right to contest, dispute or challenge the validity, enforceability or applicability of this Regulation or any part thereof.

The Acceleration Program is implemented through the launch of Call4Startups (hereinafter, a “Call”) to search for innovative projects / solutions on specific areas of interest. Calls are presented on the dedicated webpage <https://inhub.autogrill.it/>.

Participation in the Program implies full acceptance of and compliance with the instructions and provisions under this Regulation and in the information on the dedicated webpage <https://inhub.autogrill.it/>.

### Art. 1: Purpose of the Acceleration Program

The purpose of the Program is to actively support the growth process of innovative startups / scaleups (hereinafter, “Company”) that can assist Autogrill in implementing its innovation roadmap through the execution of Proof of Concepts (hereinafter, “PoC”) carried out in collaboration with Autogrill’s business unit representatives.

## Art. 2: Benefits for selected Companies

A Company that submits its application to a Call will be evaluated and selected to access the Acceleration Program through which it will have the opportunity to develop a PoC directly financed by Autogrill.

Autogrill shall also provide access to in-house facilities and collaborate with the selected Company.

In order to support the development of a PoC, Autogrill agrees to provide the Company with a funding amount of money, payable in one or more instalments, in an amount defined on a case-by-case basis.

The Funding shall be considered as non-refundable and, therefore, shall not accrue any interest.

The Company shall use the Funding exclusively for the purposes of developing the PoC.

## Art. 3: Requirements for participating in a Call

Participation in a Call is open to any Company validly existing under the laws of Italy or under the laws of any other jurisdiction recognised by the Italian Republic, that offers one or more business solutions / projects that meet the research areas expressed in the Call.

Projects submitted by any Company whose proposals concern products/solutions that in any way could be considered as not complying with the law and/or not being in line with generally recognised ethical values (including, by way of example only, weapons, pornography, prostitution, human trafficking, organ trafficking, drugs, gambling, etc.) are not eligible for the purposes of a Call.

## Art. 4: How to participate in a Call

### Art. 4.1 Deadline and submission method

Participation in a Call is free of charge, and there is no maximum number of projects that each Company may submit.

Applications must be submitted using the form on the website <https://inhub.autogrill.it/> in accordance with the deadlines expressed within each Call.

Autogrill has the right to verify the eligibility of each application and, at its sole discretion, may reject the Company's entry or application. Any incomplete applications or applications that do not comply with the rules or specifications set out herein may not be considered, at Autogrill's sole discretion.

Autogrill reserves the right to interrupt the Acceleration Program at any time at its complete discretion, for any reason whatsoever, without charging any responsibility and without incurring any claim for damages from Companies taking part in the Program, which by simply registering, declare that they have nothing to claim in such a case.

#### Art. 4.2 Content of the application

The application must be submitted on the website by filling in the form with the following information (sample list):

- Company details (name, website, year founded, headquarter);
- Company team details (names, CVs, e-mail);
- Brief description of the solution proposed (hereinafter, the “Proposed Solution”) and value proposition of the Company;
- Technology used;
- Pitch deck;
- Number of filed/registered patents (if any) along with filing/registration number and related description;
- Main projects or achievements;
- Financial details of the startup;
- Any additional documents of the Company or product/solution, deemed useful for the evaluation by the Evaluation Committee as per Art. 5 below.

#### Art. 5: Selection methods

Entries must be strictly submitted within the deadline set out in Article 4.1 of this Regulation, by filling in the application form as per Art. 4.2 above.

The assessment of the Companies’ eligibility and fulfilment of the participation requirements and their admission to the selection will be carried out at the sole discretion of Autogrill.

Selection will be carried out by a panel of experts made up of Autogrill employees, freely appointed by Autogrill (hereinafter, the “Evaluation Team”).

Autogrill reserves the right to change the deadlines and this Regulation at any time, undertaking to communicate any updates online.

Any requests for clarification and/or further information must be addressed exclusively to Autogrill’s email address [inhub@autogrill.net](mailto:inhub@autogrill.net).

#### Art. 5.1 Selection criteria

Applications will be assessed both on the quality of the material submitted and on its consistency with the objectives of the Call.

In addition, the completeness of the set of information requested at the application stage will be taken into account.

By way of example only, the following criteria will be considered in order to assess each Company:

- **Team skills:** will be evaluated the Company team experiences and competences
- **Degree of coverage of the expressed business need:** will be evaluated the responsiveness to the business needs
- **Innovativeness of the solution:** Companies have to propose a solution with

- an appropriate level of innovation
- **Sustainability of the solution:** positive environmental, social and governance effects of the solution for Autogrill (if applicable)

Please note that the evaluation of applications may also take into consideration any criteria other than those listed above in this Art. 5.1.

### **Stage 1: Receipt of applications**

The Call will open on the relevant date expressed on the website.

### **Stage 2: Selection**

Autogrill will assess the applications to select those Companies that will be admitted to the Acceleration Program, reserving the right to contact a Company directly to gather more information and/or to explain and discuss the proposed application in possible events organized by Autogrill, if necessary. In such a case, all the relevant costs and expenses will be at cost and expense of the Companies's.

### **Stage 3: Program launch**

Selected Companies will be notified of the positive outcome of Autogrill's decision by email and will be called to start the Acceleration Program and the related activities.

### **Stage 4: Demo Day**

At the end of the Program, the participating Companies shall illustrate the PoC carried out and the results achieved during a Demo Day at their own costs.

## **Art. 6: Confidentiality**

Autogrill and each Company are subject to an obligation of confidentiality concerning the information relating to this Regulation.

All information (hereinafter, "Confidential Information") that the parties will have communicated to each other during the application process, whatever their medium, mode of communication and their nature, is confidential.

In particular, information relating to technical, commercial, financial or legal data (and in particular information relating to processes, methods, know-how, products, computer architectures, as well as analyses, compilations, studies, summary reports and other documents that the parties have prepared or have had prepared) is confidential, whatever the form.

The Confidential Information shall remain the property of each party and each party undertakes to respect the confidential nature of the Confidential Information and in particular:

- not to disclose the Confidential Information to third parties except where disclosure of all or part of the Confidential Information is required by law, applicable regulations or by any authority;
- to ensure the general security of the Confidential Information by taking such measures as it deems appropriate;
- to inform its employees, suppliers and subcontractors of the confidential nature of the information by obtaining a written undertaking from them not to disclose it;
- not to use them for any purpose other than the performance of this Regulation;
- upon expiration or termination of this Regulation, to return to the other Party or to destroy all documents containing the Confidential Information as requested by the Party concerned, a copy of such documents not being retained under any circumstances.

However, information shall not be considered confidential if it:

- was in the public domain at the time of its disclosure or has entered the public domain through no breach of this Regulation;
- arose from knowledge within either party without a breach of this confidentiality obligation by that party; or
- was lawfully received by either party or by a third party to the Regulation without any obligation of confidentiality.

The parties undertake to respect the obligations resulting from this Article throughout the duration of this Regulation as well as during the five (5) years following its expiry or its termination for any reason whatsoever.

#### Art. 7: Processing of Personal Data

The parties undertake to comply with all regulations concerning the processing of personal data – including the General Data Protection Regulation (Regulation (EU) 2016/679 - “GDPR”).

Pursuant to Art. 13 GDPR, Autogrill, in its capacity as Data Controller, provides to the Companies participating in the program a specific privacy notice (Annex A) that contains information concerning the personal data treatment of the Companies’ employees and shareholders for the purpose of participation in the Program effected by Autogrill.

Each Company undertakes to provide the privacy notice under Annex A to its employees and shareholders whose data will be processed by Autogrill to enable participation in the Program.

#### Art. 8: Intellectual property

By participating in this Program, each Company represents and warrants that:

(i) it owns and has good and exclusive title to the Proposed Solution;

(ii) it owns and has good and exclusive title to all the intellectual property rights connected to the Proposed Solution (i.e. “(i) copyright and related rights; (ii) know-how; (iii) patents; (iv) trademarks; (v) any other intellectual and industrial property rights, registered and unregistered, of any kind and nature however named, arising by law, contract, license or otherwise”, collectively, the “Company Intellectual Property Rights”);

(iii) the Company Intellectual Property Rights related to the Proposed Solution, which have been filed or registered by the Company within the 24 hours preceding the application submission, represent the Company’s background IP (hereinafter, “Company Background IP”); and

(iv) to the best of its knowledge, the Proposed Solution and use thereof does not infringe in any way, either in whole or in part, any third party's intellectual property rights.

Each Company shall indemnify and hold harmless Autogrill against any liability as well as any third parties’ claims, causes of action, suits, damages or demands, in connection with any breach of the obligations, representations and/or warranties provided under the present Article.

Autogrill may decide to exclude a Company from the Program in the case of breach of any of the provisions related to all intellectual property rights set out in this Regulation.

The intellectual property rights – including but not limited to the technological, managerial, organizational, methodological and other know how developed by Autogrill as well as any copyright and related rights, patents, trademarks and any other intellectual and industrial property rights, registered and unregistered, of any kind and nature however named, arising by law, contract, license or otherwise, jointly the “Autogrill Intellectual Property Rights” - represent the Autogrill’s background IP (hereinafter, the “Autogrill Background IP”). The Companies do not acquire any rights in Autogrill Background IP, which shall remain the exclusive property of Autogrill. Autogrill grants to each Company a non-exclusive and free-of-charge license to use Autogrill Background IP exclusively in connection with the performance of the Program and strictly limited to the duration of the Program

Without prejudice to the paragraph above, in the event of termination of the Project or of termination of the relationship with Autogrill for whatever cause depended - each Company hereby undertakes, as of now, for a period of 1 year following the termination of the relationship, not to carry out activities in competition with Autogrill or other Companies of the Autogrill group.

Autogrill does not acquire any rights in the Company Background IP, which shall remain the exclusive property of the Companies. Each Company grants Autogrill a non-exclusive and free-of-charge licence to use the Company Background IP in connection with the performance of the Program.

Without prejudice to the paragraph above, in consideration of the amount set out in article 3 of the Acceleration Agreement, each Company assigns to Autogrill any Intellectual Property Rights originated in the performance of the Program (hereinafter, "Foreground IP") and Autogrill shall be the exclusive owner of the Foreground IP.

#### Art. 9: Liability

Throughout the duration of the Acceleration Program, Companies must ensure, under their own responsibility, the security of their data and any software used, including against possible cyber-attacks.

Companies declare that they are aware that they are solely and exclusively liable for any kind of responsibility concerning or arising from the contents of the projects delivered, for the purpose of taking part in the Call and, more generally, in the Program, and that they undertake to indemnify and hold harmless Autogrill and all those involved in the Program in any way from any claim, demand for compensation or request for damages made by third parties, including those relating to breaches of the provisions contained in this Regulation.

Autogrill and all parties in any way involved in the Program reaffirm their non-involvement in any act or behaviour carried out during the Program itself by any participating Companies.

#### Art. 10: Miscellaneous

Autogrill shall not be held responsible for any misunderstandings or delays or other events that prevent the timely receipt of the documentation within the terms described.

By accepting to participate in the Acceleration Program under this Regulation, Companies declare and guarantee that:

- i) they are not subject to criminal proceedings,
- ii) they have not been convicted of any criminal offences, and
- iii) they are not the recipients of measures concerning the application of preventive measures, civil decisions and administrative measures entered in the criminal record pursuant to the applicable legislation.

Companies undertake not to engage in any type of conduct, action or behaviour that is potentially offensive or damaging to Autogrill's business reputation and honour. In

the event of a breach of this declaration, the Company undertakes to indemnify and hold Autogrill harmless from any action and/or claim, including claims for compensation, and/or claims for damages, made against it by third parties.

It is also acknowledged that Autogrill and all parties involved in any way in the organisation and/or management of the Acceleration Program are not involved in any act and/or behaviour that the Company adopts and/or engage in during the entire duration of the Program, which may be considered a breach of any applicable legal provisions.

#### Art. 11: Governing Law

This Regulation shall be governed by and construed in accordance with the laws of Italy.

Any dispute, controversy or claim arising out of or relating to this Regulation, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy. Parties hereby irrevocably waive any objection to the venue of such courts and any claim that any such action or proceeding has been brought in an inconvenient forum.

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## ANNEX A – PRIVACY NOTICE

### Pursuant to Article 13 of Regulation (UE) 2016/679

### (“GDPR”)

#### 1. DATA CONTROLLER

1.1 Autogrill Italia S.p.A., with its registered office in Novara, Via Greppi 2, and secondary office in Rozzano (MI) Centro Direzionale Milanofiori, Strada 5 – Palazzo Z.,, is the data controller of your personal data (“**Data Controller**”).

1.2. All the communications to the Data Controller or to the Data Protection Officer shall be sent to Autogrill’s Data Protection Officer at the following e-mail address [DPO@autogrill.net](mailto:DPO@autogrill.net)

#### 2. DEFINITION OF PERSONAL DATA

2.1. In accordance to the GDPR, personal data means *“any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”*.

2.2. For the purpose of executing the present Regulation, the Data Controller collects and processes the following categories of personal data:

- a) your first and last name;
- b) your contact details (i.e., telephone and e-mail address);
- c) company and, if applicable, role;

Optionally and with your express consent:

- d) image/video and/or voice recording

#### 3. PURPOSE AND LEGAL BASIS OF THE PROCESSING

##### 3.1. Establishment and execution of the employment relationship

Your Data will be processed by the Data Controller for the purpose of the

establishment and execution of the contractual relationship. By way of example, the Data will be processed in the context of the activities necessary, functional and related to the establishment and subsequent administration of the contractual relationship.

The processing of your Data will be based on the legal ground set forth in Article 6(1)(b) GDPR, according to which processing is necessary for the performance of a contract to which you are a party, or the execution of pre-contractual measures taken at your request.

### **3.2. Compliance with legal obligations**

The Data listed in letters a), b) and c) of para. 2.2 are necessary in order to consent the execution of the contractual relationship. Providing the data is necessary and any refusal does not allow to execute the contractual relationship and the Data Controller cannot ensure the correct management of your requests to participate to the Program.

Such data will be processed by the Data Controller in order to comply with its obligations under laws, regulations, or by supervisory and control bodies or other authorities legitimated to do so.

Such processing is based on the legal ground set out in Article 6, para. 1, lett. b) and c), GDPR.

### **3.3. Consent**

The Data concerning your image – listed in letter d) of para. 4.2 - is optional. Such data may be used for the promotion of the Program, and may only be processed following the acquisition by the Data Controller of your free and explicit consent, placed at the end of this privacy notice.

The consent for such purposes is optional and any refusal will have no consequence in order to consent the execution of the contractual relationship and in order to participate to the Program

Such processing is based on the legal ground set out in Article 6, para. 1, lett. a), GDPR.

You have the right to deny such consent and/or revoke it at any time.

#### **4. COMMUNICATION OF DATA TO THIRD PARTIES**

- 4.1. Your Data may be transferred to entities that the Data Controller uses to carry out activities necessary to achieve the purposes indicated and described in paragraph 3 above including external companies offering services of technical, organizational or professional assistance/consultancy nature and service providers, particularly of an accounting and legal nature.
- 4.2 The Data controller provides to such entities only the data necessary to execute the contractual relationship and they act as Data Processors, based on the instructions received from the data Controller.
- 4.3. The list of recipients of your Data may be requested by contacting the Data Controller at the contact details indicated in paragraph 1 above.
- 4.4. In any case, the Data Controller does not transfer your Data outside the European Economic Area.

#### **5. RETENTION PERIOD**

- 5.1. The Data will be processed by the Data Controller for the duration of the contractual relationship and will be retained for an additional period of 6 (six) years following the expiry or termination of the present Regulation for any reason whatsoever. Once this period has expired, the Data will be deleted, except for requirements of a judicial nature or administrative audits in progress at the date of expiration of the retention period.

#### **6. DATA SUBJECT'S RIGHTS**

- 6.1. For the period in which the Data Controller keeps and process your Data, you, as a data subject, have the right (Art. 15 GDPR) , in any time, to:
  - access and request copies of your Data;
  - request to rectify or update your Data, where inaccurate or incomplete;
  - ask, under certain circumstances, for the erasure of your Data;
  - request, where certain conditions apply, the limitation of the processing activities of your Data;
  - invoke your right to portability of the Data;
  - object, at any time, to the processing of your Data which is based on the legitimate interest of the Data Controller, unless the Data

Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims;

- withdraw the consent to the processing previously provided at any time, without affecting the lawfulness of processing based on the consent before the withdrawal.

6.2. Lastly, you may at any time lodge a complaint before the Italian Data Protection Authority (“**Garante per la protezione dei dati personali**”).

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