

REGULATION OF COLMEIA IN.STARTUP

1. PARTIES

1.1. PROMOTING ENTITIES:

a) GALP Energia, S.A , tax number 505060515, with the share capital of € 2.000.000,00 and registered office at Rua Tomás da Fonseca – Torre A 1600-209 Lisboa Portugal, hereinafter referred to as “**GALP**”.

And

b) **Câmara Municipal de Matosinhos.**

Solely referred as “Promoter” and jointly referred as “**Promoters**”.

1.2 ORGANIZATION

Imatch – Innovation Ignition, Lda., tax number 508681766, with the share capital of € 5.000,00 and registered office at Rua Dr. Augusto José da Cunha, Nº 11, 3º A 1495-240 Algés, hereinafter referred to as “**iMatch**”.

2. FRAMEWORK

2.1. COLMEIA IN.STARTUP (hereinafter referred to as the “**Contest**”) is a startup acceleration program promoted by GALP and Câmara Municipal de Matosinhos organized by iMatch in partnership with CATÓLICA LISBON’s Yunus Social Innovation Center and Fundação Galp. The Promoters come together for the launch of this open innovation competition, which intends to scout and leverage startups who are developing solutions that can improve and contribute to accelerating the Energy Transition in the territory of Matosinhos.

2.2. The Contest aims to attract local, national, and international start-ups with innovative solutions in the proposed challenges, testing their solutions in the territory of Matosinhos in the form of pilots:

a) **Reduction of energy poverty:** Energy qualification of housing and institutional properties, thus promoting thermal comfort, aiming to combat energy poverty, whose final recipients are institutions in the solidarity sector and families in a vulnerable economic situation.

b) **Heritage valorization:** Rehabilitation of existing windmills in Rio de Leça to use the energy generated by the current to produce electricity to supply the public lighting network of the pedestrian and cycle route in the surrounding area.

c) **Energy Transition:** Develop a solution that contributes to the energy transition in any of its aspects, that is, solutions that encourage the transition from an energy matrix

focused on fossil fuels to an energy matrix with low or zero carbon emissions, based on renewable sources (hereinafter “**Energy Transition**”).

2.3. The applicants shall submit their project or solution (hereinafter referred to as the “**Project**” or “**Projects**”) under the terms mentioned below.

2.4. With the submission of its’ Project to the Contest, each applicant (hereinafter referred to as “**applicant**”) agrees and accepts the terms and conditions of this Regulation.

3. ELIGIBILITY TO THE CONTEST

3.1. Startups interested in collaborating with GALP and Câmara Municipal de Matosinhos can apply to the Contest, providing that they are national or international startups. A company will be considered a startup if it is in its first stages of operation and lacks adequate capital to move onto the next phase of business.

3.2. In addition to the provisions of the previous paragraph, applicants shall also be deemed to be eligible to this Contest if invited in the context of COLMEIA IN.COMUNIDADE.

4. APPLICATIONS TIMELINE

4.1. The period for submission of applications to the Contest starts on June 29th, 2023 and ends at 23 hours and 59 minutes on September 27th, 2023 (GMT). All applicants should submit by that date at the platform <https://www.incolmeia.com/> all information and documentation required under paragraph 5, stated below, otherwise, they are not accepted.

4.2. The 7 to 10 best online applications will be chosen as pre-finalists and will have access to the “Acceleration Bootcamp”, to which up to 3 winners of the COLMEIA IN.COMUNIDADE contest can be added, making a total of 10 pre-finalists.

4.3. The chosen pre-finalist commit themselves to attend the mandatory events of the Contest, under penalty of being excluded from the Contest.

5. APPLICATIONS

5.1. The applicants should apply for the Contest at <https://www.incolmeia.com/> and shall comply with the following:

- a) **Registration** of application to have access to additional information regarding the Contest;
- b) **Fill out the application form** with the requested data duly stated in the application form;
- c) **Expressly accept the terms and conditions of the Contest** foreseen in this Regulation.

By applying to COLMEIA IN.STARTUP Contest, the applicant is accepting the terms and conditions of this Regulation and the terms and conditions relating to the use of the platform mentioned above.

5.2. Applicants do not have to submit a developed Project (prototype or developed concept) at this phase. Still, they shall provide enough information, data, or materials to ensure the most accurate evaluation, by the selection criteria defined below.

5.3. Given the international nature of the Contest, it will be necessary for all applications to be submitted in English or Portuguese. Applications submitted in another language will not be accepted.

6. SELECTION CRITERIA OF THE APPLICATIONS

6.1. The applications that (i) comply with the requirements set out in this Regulation, (ii) have not been eliminated at any phase of the Contest, and (iii) are selected, will be evaluated based on the following criteria:

- a) **Team** (skills, experience and diversity/sufficient resources);
- b) **Project Quality** (creativity/originality, innovation, and design user experience);
- c) **The usefulness of the project** (added value and relevance for stakeholders);
- d) **Business Model** (commercial viability and growth potential); and
- e) **Viability** (technical, operational, and legal).

6.2. For the final event, the Jury will select the top 5 Projects based on:

- a) Alignment of the Project to the themes defined in the scope;
- b) Project scalability potential;
- c) Involvement of different partners;
- d) Prediction of the Project's environmental impacts;
- e) Forecast of the social and economic impacts of the Project.

7. RIGHTS AND OBLIGATIONS OF THE APPLICANTS

7.1. It is guaranteed to the applicants of the Contest the following:

- a) Applicants maintain the copyright and industrial property rights of the Projects. It is the applicant's responsibility to protect these rights;
- b) The Projects developed in the Contest may have access to communication promoted by GALP, if GALP intends to do so. Still, GALP will not have any rights over the commercialization of the Projects.

7.2. Each applicant represents and warrants that:

- a) The information and data provided in its application to this Contest are true, complete, and accurate, and it is a work created by itself, with creative nature, original, and it was not copied and/or prepared by another company (other than the applicant) and/or has not been developed in collaboration with other entities nor is the result of an order;
- b) The application and all documents and information submitted to it do not violate any rights of any third parties, including copyright and/or intellectual or industrial property rights, and comply with all applicable laws and regulations;
- c) The information and data made available by the applicant are not charged nor are the object of any promise of assignment, transfer, or encumbrance, were not disclosed to the general public, nor were placed on the market in Portugal or abroad;

- d) The applicant will not copy or use any information, data, ideas, or projects to which he will have access or takes acknowledgement during the Contest;
- e) Assumes every obligation of any kind, arising from the potential provision of information that violates any of the previous clauses;
- f) All information exchanged between both parties (Promoters and applicants) during the competition shall be confidential;

7.3. "Confidential Information" shall not include information that:

- a) at the date of disclosure is published or otherwise generally available or known to the public;
- b) after disclosure is published or becomes generally available to the public through no fault by either Party;
- c) is known by either of the Parties before one Party discloses it to the other Party under this Regulation;
- d) is disclosed to one of the Parties by a third party not bound by confidentiality obligations to any Party or third party. The burden is on the Party asserting the exception to prove that any of the exceptions mentioned above apply.

7.4. The applicants shall authorize the use of their image, voice, photo, and video collected on the platform and/or in events conducted under this Contest, to promote and disseminate the developed Projects, in any part of the world and by any channels. The applicants also authorize their disclosure and promotion by each Promoter of the Contest.

8. PHASES OF THE COMPETITION

8.1. The Contest is organized in 5 phases: Applications, Acceleration, Final, Voting, and Celebration, as detailed below:

(i) Applications

This phase is open to all startups who intend to participate in the Contest, starting on June 29th, 2023, and ending at 23 hours and 59 minutes on September 27th, 2023 (GMT) and has the following steps:

Applications: Applicants should log their registration on the platform, describing in a generic and structured way the Project they want to submit to the Contest and providing the remaining requested information in the fields of the platform. The information provided by the applicants in this phase of the Competition remains confidential. It is only available to the members of the Contest organization and the Jury.

Selection: The Contest Jury will analyze the registered Projects, verify that there are no constraints, and select between 7 up to 10 Projects to pass to the next phase. The selected applicants will be notified by e-mail to continue developing the selected Project. The remaining applicants will be notified that they did not go through to the next phase of this Contest.

(ii) Acceleration

This phase is designed for the chosen Projects at the end of the stage "Applications" and for the winning teams/candidates of the COLMEIA IN.COMUNIDADE, if applicable.

All the steps of this phase will use English as the official language for all communication, given the international nature of the Contest.

This phase has the following steps:

Bootcamp: 2 days of workshops with the mandatory participation of at least one team member, being recommended that all the selected team members get involved. This step will begin with Promoters' mentors being presented to all teams, after which they'll be taken to a working space to develop and validate their Projects. These 2 days will have the Contest's categories as the central theme.

Mentoring: session with mentors and specialists, from partners and Promoters, who support the development of the business during the Bootcamp session.

Pitch Training: session during the Bootcamp. Presentations will be rehearsed, and participants will have the opportunity to benefit from a network and draw valuable contributions from peer sharing to present their final pitch.

(iii) Final

This is the final presentation phase for the 10 pre-finalists, that are expected to present a proposal for a pilot Project of their solution on the territory of Matosinhos.

The 10 pre-finalists will pitch their project to a Jury, which will select the 5 finalists that will participate in the public voting to choose the winners.

(iv) Voting

After the selection of the 5 finalists by the Jury, the public voting period is opened. For 2 to 3 weeks, the local community of Matosinhos can vote for their favorite Project.

In the "Voting" phase, the 5 finalists selected by the Jury will compete for public votes.

(v) Celebration

Physical event to announce the 3 winning teams, determined by the number of votes.

9. WINNERS SELECTION

9.1. The selection of the 5 finalists will occur according to the criteria established in the paragraph 6.2.

9.2. For 2 to 3 weeks, the 5 finalists will collect votes from the public for their Project using a voting system provided by the Promoters.

9.3. The number of votes collected by the finalists will determine the winners of the Contest.

9.4. Only the top 3 Projects, which will be ranked according to their number of votes, will be awarded money in the terms foreseen in paragraph 11.

10. PANEL OF JUDGES IN THE JURY

10.1. The Panel of Judges of the Jury (the "Jury") is composed of members chosen by the Contest's Promoters:

- a) GALP members
- b) Câmara Municipal de Matosinhos members
- c) iMatch – Innovation Collective members
- d) Yunus Social Innovation Center da CATÓLICA-LISBON members
- e) Galp Foundation members

10.2. The Jury analyses and selects the applications during the Contest applying the selection criteria.

10.3. The evaluations carried out in the different phases are binding, with no appeal against the decisions taken.

11. PRIZES

11.1. The Contest awards the following prizes for the 3 winning Projects in accordance with the criteria foreseen in this Regulation.

11.2. To winners have the right to:

a) The 3rd place: A monetary prize of €10.000 (ten thousand euros) to invest in a pilot project in the territory of Matosinhos;

b) The 2nd place: A monetary prize of €15.000 (fifteen thousand euros) to invest in a pilot project in the territory of Matosinhos;

c) The 1st place: A monetary prize of €50.000 (fifty thousand euros) to invest in a pilot project in the territory of Matosinhos.

11.3. By the sole decision of the Contest's Promoters, more than the initially planned applicants can be rewarded. This decision will be communicated in due time to all applicants.

11.4. Fundação Galp will pay the monetary prizes, which are subject to taxes legally applicable, being the 3 or more winners responsible for the payment of any taxes, fees, charges, or contributions relating to the prizes received within this Contest.

11.5 The monetary prizes must be allocated exclusively to the development of the respective Project, and the winner Projects must keep detailed accounting records.

11.6 Promoters may consult the records referred to in the previous paragraph, which must be provided within 15 working days. If there are irregularities in the use of the prize or if the applicants do not provide the records in due time, the Promoters may demand their return, plus any legally applicable penalties.

12. ANNOUNCEMENT OF THE CONTEST RESULTS

12.1. The selected pre-finalist and finalist Projects will always be notified by email.

12.2. The pre-finalists who move on to the "Acceleration" phase of the Contest will be announced after the conclusion of the "Applications" phase, within a maximum period of 10 days after the closing date for applications. The announcement will be made by email.

12.3. The Contest winners will be announced at the "Celebration" phase and subsequently published on the Contest's webpage.

13. CAUSES OF DISQUALIFICATION FROM THE COMPETITION AND/OR NOT AWARDING PRIZES

13.1. The following behaviors by the applicants will be a cause of disqualification from the Contest and/or non-assignment of prize or honorable mention:

- a) Non-compliance with any of the obligations established in this Regulation and/or in the platform, as the non-participation in events as foreseen in paragraph 8.1., (ii), and/or non-submission of Projects;
- b) Failure to comply with the requirements relating to the Project and data sets established in this Regulation, as well as the applicant's non-compliance with any main issue of the Regulation considered as essential;
- c) Breach of any legal or regulatory provision applicable to it;
- d) Evidence of restrictive trade practices;
- e) Verification of any attempt to disrupt the regular operation of the Contest;
- f) The behavior of any applicant that, by its nature, is deemed to be unfair to the other applicants, including but not limited to tampering with the decisions' procedure and/or the votes;
- g) Non-compliance with the decisions of the Jury and/or the Promoters of the Competition;
- h) The verification of impediments and/or conflicts of interest by the applicant;
- i) Radical change in design features of the Project as outlined in the Applications phase of the Contest COLMEIA IN.STARTUP, during the development phase;
- j) The establishment of trade agreements, sponsorship, or agreements of any other scope with any direct competitor of GALP for the duration of the Contest;
- k) Any other situation the Promoters of the Competition consider grounds for disqualification and/or non-assignment of the prize, including the non-compliance or falsity of the information provided in the application.

13.2. Without prejudice to the rights of the Promoters in each situation provided in the preceding paragraphs, in particular, the right to be compensated if the behavior described in previous sections occurs after the award of the monetary prize, the applicant must refund all the amounts unduly received from the Promoters, within a maximum of 8 working days from the date of notification of the causes herein referred.

14. CANCELLATION OF THE COMPETITION

14.1. The Promoters reserve the right to change or cancel this Competition, with grounded justification, at any time upon notice by e-mail to the registered applicants and by placing a notice on the platform www.incolmeia.com.

14.2. This Contest may also be canceled in the event of major force if the applications submitted do not meet the minimum requirements of quality or creativity, if there is evidence of restrictive trade practices, and/or even if there are not sufficient applications to carry out the Competition. The minimum number of applications is 30 Projects.

14.3. The cancellation of the Contest in accordance with previous paragraphs does not entitle the applicants to any compensation for that.

15. OTHER CONDITIONS

15.1. The applications and documents submitted with them are not returned to the applicants.

15.2. It is up to the applicants to bear the costs of research, application preparation, development of Projects, production costs, and all the administrative and other expenses related to the preparation and submission of the application(s), attendance in the events of the Contest.

15.3. Any clarification requests regarding this Contest should be sent to the Promoters using the email available on www.incolmeia.com. The Promoters will answer within a maximum of 5 working days in the same way.

15.4. The parties undertake to maintain secrecy regarding the content of all information to which they have access during the Contest, namely on sound data impacting intellectual property rights, even after the end of the Contest, except to the extent of the consent required for the execution of the initiative, its promotion and dissemination.

16. ADVERTISING AND PERSONAL DATA

16.1. When the applicants make their registration and/or submit their applications to the platform, they become aware of and accept the terms and conditions provided in the Privacy Policy and the Contest Data Protection, available for consultation at any moment at www.incolmeia.com.

16.2. The applicants grant to the Promoters of the Contest the right to include in a Contest database the applications' content and their data for 5 years, according to the previous consent as envisaged the Appendix III to the current Regulation.

16.3. As envisaged in Appendix I and consented against the signing of Appendix III, the applicants grant to the Promoters of the Contest the right to publish and use all the data regarding the content of their applications, which the applicants will publicly release during the "Celebration" phase and any other that may occur during this Contest, as well as their data, as long as it's necessary for the Contest's promotion.

16.4. Without prejudice to the previous numbers and as envisaged in "Privacy Policy and Data Protection", the applicants may at any time exercise the envisaged rights that arise from the GDPR, including the right to access, rectify, be forgotten and data portability by written communication sent to the address of the entity responsible for the database: hello@imatch.pt.

16.5. The applicants expressly authorize the Promoters of the Contest to record and produce a Project show and the selected applications in the "Celebration" phase as well as any other that will be held in the context of this Contest, using the sound and images of the applicants, authorizing the use of the Project show by any Promoter on internal and external promotional activities.

16.6. Despite the security measures for Internet data reception of the platform, the Promoters warn that data circulating on the Internet are not fully protected against unauthorized access and eventual deviations, being the applicants of this Contest entire responsible for the communication of passwords, confidential codes, and any sensitive information.

16.7. Applicants should not assume any commitment concerning promotional or advertising activities nor participate in any public announcement about their participation in this Contest and/or in any related events without the Promoters consent in writing.

17. EXCLUSION OF LIABILITY

17.1. Each applicant will be responsible for protecting any potential copyright and industrial or intellectual property related to its application and documents related to it, for example, through trademark, patent, design, industrial design, or other registered before the competent authorities Therefore, the Promoters are not responsible for any costs arising from loss, damage, accidents, expenses, or any liabilities charged to applicants regarding any failure to adequately protect any copyright and/or industrial property related to the applications and arising from the participation in this Contest.

18. APPLICABLE LAW AND COMPETENT COURT

18.1. This Regulation is governed by Portuguese law.

18.2. Any doubt regarding the interpretation of the current Regulation should be solved by the Promoters.

18.3. To the extent permitted by applicable law, the Promoters hold the right to change the current Regulation at any time, notifying the applicants of the changes made through the platform www.incolmeia.com.

18.4. Total or partial nullity of any clause of this Regulation does not affect the validity of the remaining provisions or the remaining part of the valid clause, nor the validity of the Regulation itself, and it should always, primarily, be reduced/converted.