

CONDITIONS OF PARTICIPATION FOR THE BIO INNOVATION CHALLENGE

by RWA Raiffeisen Ware Austria Aktiengesellschaft, FN 159839 h, Raiffeisenstraße 1, 2100 Korneuburg (herein referred to as "**RWA**"), biohelp - biologischer Pflanzenschutz- Nützlingsproduktions-, Handels- und Beratungs GmbH, FN 243084 b, Kapleigasse 16, 1110 Vienna (herein referred to as "**biohelp**") and Agro Innovation Lab GmbH, FN 446908 v, Raiffeisenstraße 1, 2100 Korneuburg (herein referred to as "**AIL**" and together with RWA and biohelp as the "**Organizers**").

1. PREAMBEL

The Bio Innovation Challenge aims to, identify innovative ideas and products in the field of biological crop protection suitable for the product range of RWA and biohelp, as well as to establish business relationships between the Participants and Organizers. This is to support a sustainable and modern expansion of the product range. The companies that want to participate in the Bio Innovation Challenge develop, produce or distribute innovative products in the field of biological crop protection (in short referred to as "**Participants**") and would like to use the trade network and the expertise of the Organizers to access the market.

2. APPLICATION OF THE CONDITIONS OF PARTICIPATION

- 2.1. Participation in the Bio Innovation Challenge program shall be governed exclusively by these Terms and Conditions of Participation and the General Terms and Conditions of the Organizers. In each case, the version in effect at the time of application shall be binding. These Terms and Conditions of Participation shall also apply to all future participations in the Bio Innovation Challenge program, thus even if no express reference is made to them. Any general terms and conditions of the Participant shall not be applicable..
- 2.2. Submission of an application by a Participant for the Bio Innovation Challenge allows the Organizers to acknowledge and review the application documents.. The selection in the application process is at the free discretion of the Organizers.
- 2.3. Participants who violate any condition of participation or attempt to influence participation in any way through technical manipulation will be excluded from the Bio Innovation Challenge program.

3. PARTICIPANTS AND PRODUCTS

- 3.1. Only companies whose product has successfully passed initial scientific (laboratory) tests by 31.03.2022, is available at least as a prototype and has very good prospects of approval in the EU and is applicable in conventional and biological agriculture in Central and Eastern Europe can participate in the Bio Innovation Challenge. It is also a prerequisite that the complete application has been received by 31.03.2022 at the latest.
- 3.2. The available results of already conducted tests of the submitted product as well as the documentation and proof thereof must be submitted by the Participants without being requested at the time of application.
- 3.3. The Participants assure, unless otherwise agreed with the Organizers:
 - 3.3.1. upon request, provide the product in sufficient quantity for a joint Proof of Concept ("PoC");
 - 3.3.2. that the submitted products have at least the same effect as the products that will later be made available for distribution.
- 3.4. Participants must also be available for the Bio Innovation Days on **November 14th and 15th 2022**, to present their products and engage in other discussions as needed.

4. CONDITIONS FOR PARTICIPATION

- 4.1. No steps in the application procedure may be undertaken via automated services.
- 4.2. Only complete applications will be considered.
- 4.3. Participation requires the full and correct completion of the online form as well as the agreement to and readiness to comply with the Terms and Conditions of Participation and the Data Protection Declaration.
- 4.4. Upon submission of the application via the website, the Participant declares that they have read and fully understood all underlying terms and conditions and accepts these unconditionally.
- 4.5. The Participant shall bear sole responsibility for the validity of the information provided and guarantees the validity of the information provided in advance (market data, PoC data or similar).
- 4.6. After the end of the application phase, Participants will first be assessed by the Organizers and a selected expert jury under exclusion of the public.. The Participant expressly agrees that his/her application documents may be passed on to the expert jury and cooperation partners of the Bio Innovation Challenge.
- 4.7. Subsequently, selected relevant Participants will be notified by the Organizers and invited to provide materials for the PoC in sufficient quantity and quality, if necessary, and also to be available for further personal discussions.
- 4.8. The deadline set by the Organizers for the submission of the PoC materials shall be met. Delayed submissions shall not be considered.
- 4.9. After evaluation by the Organizers, a number of products not determined in advance will be selected at the Organizers' sole discretion to be eligible for Participation in the Bio Innovation Days and thus for winning the Challenge.
- 4.10. Should a Participant be selected as winner in the application process by the Organizers at their sole discretion, separate, individual contract negotiations for a potential supplier or purchasing agreement for the listing of the products will be conducted. The Participant grants RWA and/or biohelp the exclusive right to conduct contract negotiations with the Participant for a period of six months after the conclusion of the Bio Innovation Challenge.
- 4.11. Dates and general conditions of the negotiations will be announced by the Organizers. The Participants have no claim to specific implementation modalities.
- 4.12. The Organizers have at any time the right to make short-term changes to the schedule and agenda, for whatever reason.
- 4.13. It shall be expressly stated that the Participants have no claim to awards for their products and/or prizes within the course of the Bio Innovation Challenge. Furthermore, the Participants have no claim to listing of their products, coaching, financing or other services and assistance by the Organizer or conclusion of supplier or purchasing agreements. The Organizers may offer such services at their own request, but no right of the Participants can be derived from this.

5. LIABILITIES

- 5.1. The Organizers shall only be liable for gross negligence and willful misconduct, whereby any loss of profit, indirect damages and consequential damages are entirely excluded.
- 5.2. The Organizers shall not be liable for technical defects, faulty data transmission or any technical difficulties that may affect participation.
- 5.3. The Organizers retain the right to exclude Participants from participation at any time without giving reasons and without being liable for any damages or compensation arising from such exclusion. In particular, the Participants waive any claims arising from culpa in contrahendo.

6. FURTHER PROVISIONS

- 6.1. **Costs and Fees**

- 6.1.1.** The Participants shall be responsible for and shall bear their own costs incurred in connection with the preparation, participation, negotiation and possible conclusion and fulfillment of any supplier or purchasing agreement. This applies in particular to all costs of lawyers, auditors and other consultants.
- 6.1.2.** Any taxes or duties incurred by the Participants shall be borne by the Participants themselves.

6.2. Interpretation

- 6.2.1.** All definitions set forth herein shall be applicable whether used in the singular or plural. The headings have been inserted for convenience only and shall be without prejudice to interpretation and construction.

6.3. Applicable Law and Jurisdiction

- 6.3.1.** These terms and conditions, the participation in the Bio Innovation Challenge, as well as all action taken online and all agreements and contracts concluded in connection therewith shall be governed by Austrian law, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods..
- 6.3.2.** All disputes between the Participants and the Organizers or their respective legal successors arising from or in connection with the Terms and Conditions of Participation or the participation in the Bio Innovation Challenge and all agreements and contracts concluded in connection therewith, including all questions regarding existence, validity or termination, shall be subject to the jurisdiction of the Commercial Court of Vienna.

6.4. Written Form and Severability

- 6.4.1.** All amendments shall be made in writing and shall be signed with legal validity by the Organizers or their legal successors. This shall also apply in particular to any waiver of the requirement for the written form.
- 6.4.2.** If any provision is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, whose economic purpose and economic result is as close as possible to the provision that is to be replaced and that meets the original intention of the Organizers.

6.5. Data Protection

- 6.5.1.** The Participants undertake to process the personal data provided by the Organizers in accordance with the currently valid data protection regulations and exclusively within the territory of the European Union for the purpose of fulfilling the contract and to delete this data as soon as there is no longer a justification for this processing.
- 6.5.2.** With regard to the data protection information obligations under Articles 13 and 14 of the General Data Protection Regulation, the Organizers refer to the Data Protection Declaration on their website. A copy of this Data Protection Declaration will be provided free of charge upon request.