

Contest Rules

Article 1: Organization

The Centre Mondial de l'Innovation Roullier, an institution belonging to the company AGRO INNOVATION INTERNATIONAL, a simplified joint stock company (French SAS) with capital of 24,890,841 Euros, listed with the Trade Register of Saint Malo under number 402 947 014 and whose corporate headquarters are located at 18 Avenue Franklin Roosevelt – 35400 Saint Malo (hereinafter the "Organizer"), is organizing a contest (hereinafter the "Contest") called "Innovation Awards Roullier".

Article 2: Purpose

The purpose of the Contest is to showcase research work in each of the following categories: "Plant Nutrition" and "Animal Nutrition" (hereinafter "Category").

The following topics will be addressed in the "Plant Nutrition" Category:

- Soil fertility, nutrition and plant health
- Innovative cultural practices and agro-ecology
- Soil structure, water management and climate change
- Biodiversity and soil functions

The following topics will be addressed in the "Animal Nutrition" Category:

- Mineral nutrition and availability of elements;
- Intestinal health and immunity;
- Animal welfare.

Each of the two winners of the Contest (hereinafter the "Winner") shall be offered the possibility to pursue his/her research project for a period of twelve (12) to eighteen (18) months in his/her host laboratory (hereinafter the "Laboratory") in partnership with the Organizer under the conditions set forth in Article 7 et seq. of these rules (hereinafter the "Rules") and shall receive, to this end, a financial stipend not to exceed seventy-five-thousand Euros (€75,000).

Article 3: Terms of Participation

3.1. The Contest is open to any researcher or group of researchers associated with a public or private laboratory in France or abroad that has performed/wishes to perform research work pertaining to one of the topics mentioned in Article 2 (hereinafter the "Applicant").

Any group of researchers submitting a group project must designate a person authorized to represent it.

Researchers employed by the Organizer or by any affiliated company which is a member of the Roullier Group, are barred from participating in the Contest.

3.2. Participation is free of charge.

3.3. In accordance with the rules set forth in Article 4 of these Rules, the Applicant must submit a complete application packet (hereinafter the "Application"). All incomplete Applications will be rejected.

3.4. The Applicant acknowledges that the selection of his/her Application and the awarding of the Stipend are contingent on adherence to all the terms of these rules. If the Application violates the rights of third parties, especially intellectual property rights, or if the entity with which the Laboratory is affiliated does not agree to the intellectual property rules as described in Article 8, the Winner and his/her Laboratory may not receive the Stipend.

Article 4: Means of Participation

Participation in the Contest takes place only over the internet from September 1, 2019, to February 29, 2020, at 2:00 pm (Paris time) via the dedicated contest website (<https://innovation-awards-roullier.com>).

Each Applicant must complete, in English, the "Application Form Innovation Awards Roullier 2020", which can be downloaded from the Site, and submit it online along with his/her résumé or, for a group of researchers, the résumé of the researcher representing the application. These two documents (application form and résumé) comprise the Application.

An email address is available for Applicants who encounter any IT difficulties: innovation-awards@roullier.com. On an exceptional basis, Applicants who can prove they experienced technical difficulties may be allowed to submit their Application by post to the following address:

Innovation Awards Roullier, Centre Mondial de l'Innovation, 18 Avenue Franklin Roosevelt 35400 Saint Malo.

The Applications submitted by the Applicants to the Organizer may not returned unless requested by post.

Article 5: Criteria and Means of Selection

5.1. Selection Committee

Based on the Applications received, an internal selection committee, chaired by Mr. Arnaud Wieczorek (CEO of the Organizer) and comprising managers employed by the Organizer, shall select ten Applications in the Plant Nutrition Category and five Applications in the Animal Nutrition Category for presentation to the Jury.

5.2. Juries

The Contest Jury in the Plant Nutrition Category is chaired by Mr. Arnaud Wieczorek. It also comprises five other members: two managers of the Organizer and three

international experts on the topics targeted by the Contest in the Plant Nutrition Category.

The Contest Jury in the Animal Nutrition Category is chaired by Mr. Arnaud Wieczorek. It also comprises five other members: two managers of the Organizer and three international experts on the topics targeted by the Contest in the Animal Nutrition Category.

Each Jury:

- shall determine a Winner among the Applications selected.
- shall draw up a ranked list of the best Applications so as to replace any Winner(s) who decline the award.

No Jury member may participate in discussions or voting relating to Application Packets for which he/she may have a conflict of interest.

In case of a tie in the vote concerning the determination of the winner and/or the ranked list of the best Applications, the Chairman of the Jury shall have a casting vote.

The Applicants and Winners shall be notified of the two applications that win the Contest.

5.3. Selection Criteria

The following assessment criteria shall be taken into account for the pre-selection of the Applications and selection of the two Winners of the Contest:

- **Excellence:** quality, scale and originality of the Application;
- **Impact:** contribution of the Application to the development of research and, in particular, to the work of the Organizer;
- **Implementation:** technical and budgetary feasibility.

Nevertheless, it is stipulated that these criteria are given for informational purposes and that no claim may be made to contest the decision of the Jury/Juries on these grounds. The decisions of the two Juries are absolute.

Article 6: Timeline

The Contest begins on September 1, 2019.

The deadline for the filing of Applications is February 29, 2020, at 2:00 pm (Paris time). Any Applications submitted after this deadline shall be excluded from consideration.

The Juries shall name the Winners on May 31, 2020.

The prizes shall be awarded to the two Winners on June 24, 2020.

Article 7: Contest Stipends

The Organizer shall allocate a financial stipend (hereinafter the "Stipend") to each of the two Winners.

7.1. Stipend and Terms of Payment

The Stipend, which is meant to continue or to help conduct the work described in the Application, shall not exceed seventy-five-thousand Euros (€75,000) and shall be used to fund some of the Laboratory's salary, equipment and operating expenses incurred by the Winner's research for a period of twelve (12) to eighteen (18) months.

The Stipend shall be paid according to the following timetable:

- twenty-five-thousand Euros (€25,000) upon signature of the research collaboration contract between the Organizer and the Laboratory;
- twenty-five-thousand Euros (€25,000) upon submission of an interim report to the Organizer;
- twenty-five-thousand Euros (€25,000) upon submission of the final report to the Organizer.

7.2. Conditions of Stipend Disbursement

The conditions for awarding and using the Stipend shall be set forth in a research collaboration contract (hereinafter the "Contract") to be signed by the Organizer and the institution (legal entity) with which the Winner's Laboratory is affiliated (hereinafter the "Parties").

The Contract shall define, in particular, the research work envisioned, as well as the handling of the intellectual property relating to its results, in accordance with the principles defined in Article 8.

Contract negotiations between the Parties must be finalized within a period of six (6) months starting from the awarding of the prizes, that is to say, the Contract with the Winner's Laboratory must be signed no later than December 24, 2020.

If there is a disagreement between the Parties during contract negotiations, the Stipend shall be reassigned to the next Application in the ranking determined by the Jury for the corresponding Category.

Article 8: Intellectual Property

8.1. Applicant Applications

The Applicants attest that none of the content submitted to the Organizer in the context of the Contest infringes on the rights of third parties, especially their intellectual property rights (copyright and industrial property rights, in particular marks and patents).

The Applicants warrant to the Organizer that use of the work presented in the context of the Contest will not infringe on the rights of third parties and pledge to personally handle any claim and/or suit, regardless of the form, subject or nature, that may be brought against the Organizer that is in direct or indirect relation to the creation and/or use of any of the content which they have presented.

The Applicants guarantee the Organizer against any damages and expenses which may arise from a potential dispute with a third party in this respect.

8.2: Intellectual Property of Work Arising from the Collaboration

The work arising from the collaboration between the Organizer and the Laboratory of each Winner or the institution (the legal entity with which it is affiliated, where applicable) shall be addressed in a Contract whose primary points shall be as follows:

i) the Organizer and its affiliates shall enjoy, in the fields of Plant Protection & Nutrition and Animal Welfare & Nutrition, an exclusive right to use the results arising from the collaboration (hereinafter the "Results"), whatever they may be (whether they are patentable or amount to know-how), for industrial and commercial purposes.

ii) the Winner's Laboratory (or the legal entity with which it is affiliated, where applicable) is prohibited from using the Results with private, for-profit entities.

iii) the Organizer may object to any of the Laboratory's drafts for publication and may request a delay in publication or the removal of certain elements of said draft if its content undermines or is likely to undermine its interests, especially its intellectual property rights.

Article 9: Confidentiality

9.1. The totality of the elements provided by the Applicants in their Application Packet shall be handled confidentially by the Organizer.

9.2. Nevertheless:

- this information will be conveyed to the members of the Selection Committee and of the Juries, for the needs of the Contest,

- the Organizer is authorized to make public certain information relating to the research work, especially the summary (or abstract of the work) which appears in the Application Form, without any consideration of any nature whatsoever. Thus, this information may be conveyed to the press, published on the website of the Innovation Awards Roullier, the website of the Roullier Group or of any affiliated company, on the Group's intranet site or in its internal communications.

Article 10: Personal Data Protection

The personal data (hereinafter "Data") that is submitted by the Applicants for the processing of their Application shall be processed electronically, recorded and used by

the Organizer for the needs of their participation, selection and the awarding of the Stipends. They may also be processed for statistical purposes.

The Data submitted by the Applicants to the organizers of the Contest is meant to enable the processing of their entry into the Contest under the terms of these Rules.

The Data shall be retained after the end of the relationship for the necessary period for the purposes described hereinabove. At the conclusion of that period, the Data will be deleted from active databases and, as necessary, archived for a period not to exceed the legally prescribed periods or applicable archiving obligations. At the conclusion of those periods, the Data will be destroyed.

In accordance with the Law on Information Technology and Civil Liberties of January 6, 1978 on data protection and with the General Data Protection Regulation number 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), Applicants have the right to access, object to, rectify and erase all data pertaining to them.

Any requests of this nature must be sent by email to: innovation-awards@roullier.com or mailed to the following address: Innovation Awards Roullier, Centre Mondial de l'Innovation 18, Avenue Franklin Roosevelt 35400 Saint Malo.

Article 11: Attendance at the Awards Ceremony and Authorization to Use of Personal Image

11.1. All Applicants agree, in the event they are named a Winner, to attend the awards ceremony and pledge to notify their Laboratory so that one of its representatives may also take part in the ceremony. The Organizer may cover all reasonable expenses arising from this trip (travel and lodging) upon presentation of supporting documents and provided that said costs were approved in advance in writing.

11.2. Therefore, all Applicants agree, in the event they are named a Winner, that the Organizer, or any other person it may designate, may photograph, film, record and use their image, voice and words (interview) to promote the Contest, its activities or those of its group as part of any internal or external communications in France or abroad. This use shall not give rise to any compensation, remuneration, right or privilege whatsoever or result in any consideration whatsoever.

11.3. This authorization shall be formalized in writing and signed by the Winners.

Article 12: Limitations of Liability

12.1. General Points

Participation in the Contest implies acceptance of these Rules without any reserves by the Applicant.

The Organizer's liability is limited strictly to the issuance of the two Stipends effectively and validly won and to the terms and conditions set forth in the Rules.

The result of the Jury's deliberations may not be contested.

Applicants who do not win or are not selected may not claim any compensation.

If the circumstances warrant it, the Organizer reserves the right to postpone or cancel the Contest and stipulates that no claims may be made in such circumstances.

Similarly, the Organizer may not be held liable if, because of an unforeseeable, unpreventable event beyond its control, the commitments arising from these Rules cannot be honored in part or in full.

12.2. Connecting to the Site

Therefore, the Organizer may not be held liable for contamination by any virus or third-party intrusion into the operating system of the Applicants participating in the Contest and declines all responsibility for the consequences of the Applicants' connection to the network via the website and to the pages where the rules can be viewed.

The Organizer may not be held liable if one or more Applicants are unable to connect to the web page on which the rules can be viewed or to the page on which the application is filed because of any problem or technical defect, including but not limited to those resulting from: network congestion, human or electrical error, malicious actions, telephone connection problems, software or hardware malfunction, or force majeure.

12.3. Fraud

The Organizer may cancel all or part of the Contest if it appears that any form of fraud whatsoever has occurred, especially electronic fraud, in the course of participating in the Contest or determining the Winner(s). Any inaccurate or false statement or any other type of fraud shall result in disqualification of the Applicant.

To this end, the Organizer reserves the right to carry out any verifications it deems necessary, relating to observance of the Rules, especially to eliminate any Applicant who does not own the copyrights to the work submitted in his/her Application.

If this is discovered after the awarding of the prizes, and if it concerns either of the two Winners, the Organizer shall be entitled to request repayment of all or part of the unduly allocated Stipend.

The Organizer also reserves the right to take legal action against the perpetrators of such fraud in the competent courts.

12.4. Viewing the Rules

The Rules may be viewed at any time for their entire duration, except in the case of force majeure affecting the dedicated website.

For technical reasons or for the purposes of updates or maintenance, inter alia, the Organizer may, at any time, interrupt access to the Contest web page. The Organizer shall not, under any circumstances, be liable for these interruptions or their consequences, including in the event that an applicant did not have access to the latest version of the Contest rules or to another related document in the event of changes or updates to said documents.

Article 13: Applicable Law and Disputes

13.1. The Rules and, more broadly, the Contest, are subject to French law, to the exclusion of all other legal schemes.

13.2. Any dispute that may arise regarding the interpretation of these Rules shall be expressly submitted to the absolute judgment of the Organizer.

Any difficulty in applying or interpreting the Rules or any challenge relating to the Contest shall be settled, as a last resort, solely by the members of the Organizer's management team.

It should be noted that these rules shall be written in French and English. If there is a difference in interpretation, the French version shall prevail.

No responses shall be given to claims or requests by telephone regarding the application or interpretation of these Rules. Any challenge or complaint relating to the Contest must be expressed in writing and sent to the Organizer's address. No challenges shall be considered beyond eight (8) days after the conclusion of the Contest.