

## Rules for Participation in the Eramet Safety First Innovation Challenge 2022

### Terms & Conditions

Acceptance of the terms and conditions of this agreement (the "Challenge Terms and Conditions") is a prerequisite for participation in the Eramet Safety First Innovation Challenge 2022 settled by (1) Eramet SA, a company created and existing under the laws of France, with its head office at 10 Boulevard de Grenelle, 75015 Paris and (2) Eramet Ideas, the research center of Eramet SA (the "Organizer").

The Eramet Safety First Innovation Challenge 2022 is set-up by EIT RawMaterials, a Sarl (the "Coordinator").

The Eramet Safety First Innovation Challenge 2022 is a multi-stage challenge:

- From 23 May 2022 to 8 September 2022: proposal submission on the website
- On 26 October 2022: pitching of the 10 best ideas
- By mid-February 2023 at the latest, a final event will be organized with the 3 best candidates selected after the pitching event for a last presentation. The winner will be announced during this event.

The Organizer, the Coordinator and the Participant are also referred to below as the "Parties" and individually as a "Party".

#### 1. General rules governing the Eramet Safety First Innovation Challenge 2022

The Eramet Safety First Innovation Challenge 2022 is open to all private companies, with a focus on SMEs and start-ups anywhere in the world. Each Participant requires one contact person who is in charge of the proposal(s) and responsible for communications with the Organizer.

Participation is free of charge, and no fees will be charged to the Participants.

##### First stage of the challenge:

Participants must register their interest in participating in the Eramet Safety First Innovation Challenge 2022 by registering at:  
[https://webportalapp.com/sp/eramet\\_safetyfirstchallenge2022](https://webportalapp.com/sp/eramet_safetyfirstchallenge2022)

Participants must use the template available on the website to submit their idea. Proposals have to be submitted in English. The proposals not respecting the template and the language required will be rejected. The submission period is open from 23 May 2022 to 8 September 2022 20:00 CET. Any registration after the deadline will not be accepted.

### Assessment:

The Organizer will conduct an initial review of the Proposals to ensure that the Proposals fulfil and comply with eligibility criteria and the format of the Proposals as set out in the Challenge Terms and Conditions.

All eligible and complete Proposals that comply with the format will be assessed by an Evaluation Committee composed of Eramet experts. In the event that two (2) or more proposals present similar ideas, the Evaluation Committee will choose as a priority the proposal that has collected the most points with regard to the "impact, exploitations plan and related costs" criterion as defined in the template.

No questions regarding how a particular Proposal has been assessed will be answered by the Organizer and no other feedback will be given on a submitted Proposal.

### Criteria:

The proposal submitted by the Participant will be evaluated following different criteria gathered in four (4) categories mentioned below:

- Technical excellence, development stage and IP status
- Innovation, competitive advantage and technical feasibility
- Impact, exploitations plan and related costs
- Team and resources

The Proposal will be evaluated out of a total of twenty (20) points. The minimum number of points required to reach the second stage of the process, i.e. the pitching session is at least fourteen (14) points. In the event that more than 10 proposals are above fourteen (14) points, these proposals will be ranked and the ten (10) proposals that have the better ranking list will be invited to the pitching session.

### Second stage of the challenge:

The owners of the ten (10) best proposals selected by the Evaluation Committee will be contacted by e-mail by 12 October 2022. A pitching event will then be organized on 26 October 2022. The pitching event will occur online.

Following this pitching event, the three best candidates will be informed by e-mail by 31 October 2022 and invited to a final event to present their work to a panel of Eramet experts. This event will occur remotely or in the form of a physical event (one day) organized in the Paris area (France) by mid-February 2023.

The announcement of the winner of the Eramet Safety First Innovation Challenge 2022 will be done during this final event.

## Prize allocation

In the sole discretion of the Organizer, the Organizer may fund a dedicated study to confirm the feasibility of the Proposal on Eramet business (fund equal to fifty thousand Euros).

For the avoidance of doubt, the Organizer shall not fund any project in case the Proposal shall not fully comply with the assessment criteria. The Prize Challenge can be cancelled at the sole discretion of the Organizer in case no more than ten (10) Proposals complying with the assessment criteria can be assessed by the Evaluation Committee.

## 2. Confidentiality

The Parties guarantee the confidentiality of the documents and information, of any kind whatsoever, of which they become aware in connection with the Eramet Safety First Innovation Challenge 2022 and that are specifically identified as “confidential,” as well as of documents and information the disclosure of which would harm the other Party, in particular financially, technically or strategically. The Parties shall take all useful precautions, in particular, to prevent the disclosure or use of confidential information or of commercial or manufacturing secrets by their employees, staff, or any other third party.

Information shall not be deemed confidential if the receiving Party is able to show:

- That it disclosed it after obtaining the prior written authorization of the other Party or that the disclosure was carried out by the other Party;
- That the information entered the public domain after its disclosure or was part of the state of the art at the time of its disclosure, provided, in either case, that it is not in the public domain or part of the state of the art as a result of a violation of a confidentiality obligation owed to the Party that transmitted it;
- That it results from internal developments of a Party without the use of confidential information of the disclosing Party;
- That it was received from a third party without violation of a confidentiality obligation owed to the other Party;
- That its disclosure was required by a mandatory legal or regulatory provision or pursuant to a final court decision. However, in such cases, the Party that is forced to disclose the information may be held liable if one of the following conditions has not been complied with:
- That it has informed the Party that communicated the information of the obligation to disclose it, in writing and in advance and that it has limited the disclosure to information that was strictly necessary to satisfy its obligations.

The above exceptions are not cumulative.

Each Party that receives confidential information from the other undertakes to use such information solely in the framework of the Eramet Open Innovation Challenge and acknowledges that such information remains, in any event, the property of the Party that disclosed it.

Moreover, within ten (10) business days following expiration of the Eramet Safety First Innovation Challenge 2022, the Parties undertake to destroy all the confidential information that they have received in connection with the Prize Challenge

The receiving Party may disclose confidential information only to its legal representatives, employees, suppliers, service providers, and subcontractors, and only on a need-to-know basis for the performance of the Eramet Safety First Innovation Challenge 2022.

Confidential information must be kept confidential throughout the term of the Eramet Safety First Innovation Challenge 2022 and for five (5) years following its expiration, whatever the reason.

A breach of the improper use or disclosure of confidential information set forth in these Challenge Terms and Conditions would cause irreparable damage to the non-breaching Party. In the event of such breach, the non-breaching Party shall have, in addition to any and all remedies of law or by these Challenge Terms and Conditions, the right to seek an injunction, specific performance or other equitable relief, to prevent such breach, before any court of competent jurisdiction. In any action relating to the breach or threatened breach of these Challenge Terms and Conditions, the non-breaching Party may recover, in addition to its damages, the expenses of such action, including its attorneys' fees and litigation/arbitration expenses.

### **3. Ownership**

Each Party retains all right, title and interest in and to its confidential information, including any translation thereof, and the receiving Party expressly recognizes the disclosing Party's confidential rights and ownership interest in and to the confidential information and the confidential nature thereof. No rights or licenses are granted to the receiving Party in any invention, patent, copyright, trademark, mask work, know-how or trade secret of the disclosing Party.

### **4. Responsible activities**

The Participant undertakes to comply with the principles set forth in Eramet's Responsible Purchasing Charter, hereinafter the "Charter," available in its most recent version via the link:

In the event that the Participant is unable to comply with one of the principles and/or requirements set forth in the Charter, or refuses to implement it, Organizer reserves the right to terminate all or part of the agreements entered into with the Participant, for fault and without giving rise to any right to indemnification.

### **5. Participant's warranties**

The Participant warrants that the Participant owns the intellectual property rights to the Proposal and that all rights to the Proposal can be used freely by the Organizer with confidentiality restrictions shown at point 2. The Participant warrants that the Proposal does not infringe any third-party intellectual property rights and undertakes to indemnify the Organizer for any costs and losses of any kind whatsoever arising from any third-party claim that the submitted Proposal infringes the rights of any third party or that a third party holds any rights to the Proposal.

The Participant warrants that the Participant is not prevented by any statutes, rules, regulations, bylaws or contracts from entering into the Prize Challenge.

By accepting these Challenge Terms and Conditions and participating in the Eramet Safety First Innovation Challenge 2022, the Participant acknowledges that:

- (i) the Participant will not violate any applicable laws, regulations, policies or rules, including relating to money-laundering, corruption, bribery, financing of terrorism or any other similar offences; and
- (ii) the award of any prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in the Organizer obtaining or retaining business or a business advantage or any other benefit.

#### **6. Applicable law and dispute resolution**

The Parties expressly agree that these Challenge Terms and Conditions are governed by French law, including both its substantive and procedural rules.

The Parties shall attempt to amicably resolve any dispute relating to the interpretation or performance of these Challenge Terms and Conditions. If the disagreement cannot be resolved by mutual agreement within fifteen (15) days, the first Party to act may bring the dispute before the competent courts of Paris, notwithstanding a plurality of defendants or the introduction of third parties, including for emergency proceedings or protective proceedings, on an interim basis or upon petition.