TERMS OF USE

Last update: October 16h, 2025

The clauses below describe the terms applicable to the use of the InoCrowd Platform (the "Platform"), property of InoCrowd, S.A. ("InoCrowd"), a commercial company incorporated and registered under the Portuguese legislation, under the single registration and tax identification number 509.704.336 and with headquarters at Tagus Park, Av. Jacques Delors, Edifício Inovação II, n.º 421, 2740-122 Porto Salvo, Oeiras, Portugal.

The use of the Platform forms a legally binding contract with InoCrowd, S.A. ("InoCrowd"), based on these Terms of Use.

If you have registered as a Solver (a person with *Know-How)* responsible for a Proposed Solution to an InoCrowd Challenge), you will be bound to these Terms of Use, as well as to additional terms in any applicable Solver Agreement or Ownership of R&D Results Regulation Agreement.

If you have registered as a Seeker (Party Interested in the Proposed Solution), your use of the platform forms a legally binding contract with InoCrowd, based on the terms and conditions in these Terms of Use, the Seeker Agreement and the applicable Services Schedule.

PLEASE READ THE FOLLOWING CLAUSES CAREFULLY. If you do not accept the Terms of Use as stated here, do not use the platform InoCrowd or its services. InoCrowd reserves the right to modify these Terms of Use without previous notice, but the users shall always be alerted to that modification, having, necessarily, to accept the new updated version available on this Web page.

1. The Platform:

This platform provides a service ("Service(s)") whereby entities with innovation of products, processes, marketing, organizational, business, technical, engineering, scientific, logistical, manufacturing or mathematical (the "Seekers") may post such challenges ("InoCrowd Challenges") and may offer a payment amount ("Award") for solutions submitted by Solvers (the "Proposed Solutions") via the platform for a specific InoCrowd Challenge, which the

Seeker deems acceptable (the "Accepted Solutions"), based upon the structure of the challenge, besides the contractually agreed amount as a payment for *Solvers* by the obtained solution, according to the tender specification proposed.

The Seekers may be natural or legal companies, civil and commercial societies, public and private entities, non-profit organisations or other entities.

The Minimum Requirements for the challenge must be clearly specified by the Seeker and made available on the platform, ensuring transparent evaluation criteria.

The Minimum Requirements of a challenge correspond to the basic criteria defined by the Seeker for evaluating proposed solutions. These must be clearly and objectively specified in the challenge description and should include, at a minimum, the following elements: (i) challenge objectives; (ii) expected technical or functional requirements; and (iii) evaluation parameters.

2. InoCrowd:

By using this Platform, you acknowledge that InoCrowd does not control in any manner the nature, quality, legality or timing of InoCrowd Challenges as well as that InoCrowd is a neutral entity, merely providing a platform where InoCrowd Challenges and Solver Proposed Solutions are made available.

3. Restrictions:

The Platform is not available for use by minors (those under 18 years of age or otherwise under applicable law) or individuals or organizations who cannot form legally binding contracts under applicable law. If you do not qualify, please do not use the Platform. If you reside in a country that is prohibited by law, regulation, treaty or administrative act from entering into trade relations with Portugal or its citizens, you may not use this Platform.

The improper use of the platform, in the terms described, will cause the user to incur criminal liability, in addition to civil liability, for the damages caused to InoCrowd.

If an individual under the age of 18 years intends to register in the platform, he may do so, provided that he indicates his legal representative who will assume the responsibilities arising from the registration in the platform.

4. Solver Registration:

To be eligible to solve InoCrowd Challenges (as further described below) and access information in the Project Rooms, you must register as a Solver and agree to the terms set forth in the Ownership of R&D Results Regulation Agreement that may be applicable to individual InoCrowd Challenges.

As integral part of the selection process, the Solver will be asked to select a password and a login name. The Solver agrees that his registration information at all times correctly represents his professional affiliation, experience, qualifications and ability to transact business. A Solver may not use a login name of another Solver or disclose or share his password to any third parties or use his password for unauthorized purposes.

The Solver agrees to notify InoCrowd, at info@inocrowd.com, of any unauthorized use of his account or breach of security, including loss, theft or unauthorized disclosure of his password or login information. The Solver should bear in mind that he is responsible for maintaining the confidentiality of his password(s).

The Solver undertakes, within 90 (ninety) days after the deadline for submitting Solution to InoCrowd Challenge, not to disclose to Third-Parties the submitted Solution. In the event that the proposed solution becomes the winning solution, the Solver may never disclose his proposed solution to third-parties.

Should the Solver disclose the Offer to Third-Parties, it will have to pay a compensation to InoCrowd in an amount corresponding to 10% (ten per cent) of the total value of the Proposed Solution, whether the offer is accepted or not, according to the value assigned to the Solution in the specifications.

5. Solver Information:

A Solver may have the opportunity to communicate with other users. Any information a Solver provides to InoCrowd or other users during his registration or use of the Services, in any public message area, through any mail feature or otherwise generated, whether within or out of his use of the Services, is subject to the following:

a. Solver Content. The Solver is solely responsible for the content of his information, postings or Proposed Solutions. InoCrowd acts merely as a conduit for the distribution and/or publication of that information. InoCrowd reserves the right to take action with respect to such information if InoCrowd believes that such information is inappropriate for the Platform or the Services, may

create liability for InoCrowd, or may cause InoCrowd to lose (in the whole or in part) the services of its Internet service provider, advertisers, or other suppliers.

The Solver declares that his information will be accurate and will not, to the best of his knowledge: (a) infringe any third party' s copyright, trademark, patent or other proprietary rights or rights of publicity or privacy; (b) violate any law (including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising); and (c) be libellous, unlawfully threatening or unlawfully harassing, namely, a Solver may never confront the Seeker about the fact that his Proposed Solution was not the solution chosen by the Seeker. The Solver may be asked to make legally binding warranties or representations to InoCrowd and the Seeker in relation to a Proposed Solution that he submits. The Solver shall assume sole liability towards third parties, in case the Solution violates copyright, trademarks, patents and other industrial property.

b. Privacy. InoCrowd will only use the Solver Information in accordance with its Privacy Policy as posted on the Site www.inocrowd.com.pt

6. Seeker or Third-Party Information:

InoCrowd does not guarantee the accuracy of the Platform or ownership of any information in an InoCrowd Challenge or the availability of any Award, unless otherwise stated in an InoCrowd Challenge Statement. While InoCrowd believes such information to be posted in good faith, InoCrowd does not control the information provided by others that is made available through the Platform. Other users' information may be inaccurate.

The Solver agrees to look solely to the Seeker for any claims he may have regarding their information. If the Solver has a dispute with another user of the Services, the Solver hereby releases InoCrowd from all claims of any kind arising out of such dispute.

If the Seeker so requests, his identity and data shall not be disclosed on the Platform, but InoCrowd must know his identity and other required data.

In the cases where the Seeker does not wish to reveal his identity, InoCrowd undertakes to maintain the Seeker' s anonymity with regard to the Solver and to third parties, except if there is a serious and culpable breach of any kind on the part of the Seeker.

It is considered a serious and culpable breach, among others, that the Seeker uses information included in a proposed Solution not chosen as winner.

7. Additional Conditions Regarding Proposed Solutions:

If the Solver submits a Proposed Solution in response to an InoCrowd Challenge, the Solver agrees to be the sole entity with legitimacy to apply for the possible protection, as a patent or utility model, of the inventive step or investigation resulting from the Proposed Solution submitted and to have the legal right to make the disclosure and to convey the possible Intellectual Property rights derived therefrom to the Seeker. The Solver also agrees that his Proposed Solution is subject to the additional terms and conditions in any applicable Solver Agreement or Ownership of R&D Results Regulation Agreement.

8. Payment of Awards:

Payment of Awards will be handled in accordance with the terms set forth in the InoCrowd Challenge and/or its applicable Solver Agreement. The conditions for qualifying for a particular Award shall be as set forth on the Platform in connexion with that particular InoCrowd Challenge and may include a list of excluded solutions. The decision as to qualifying criteria and conditions and whether to accept a Proposed Solution is entirely within the discretion of the Seeker and the Solver may never object, in any way, to the Seeker' s decision.

Payment of the prize is mandatory for the Solver who best meets the minimum requirements established in the challenge. Regardless whether or not the Seeker decides to implement or develop the solution. The Solver that comes closest to meeting the minimum requirements will receive the defined prize.

The decision regarding the attribution of the prize to one or more Proposed Solutions is entirely at the discretion of the Seeker, and the Solver(s) may never object, in any way, to the Seeker's decision. In this case, the prize will be divided equally between the winning Solver(s).

It is also at the sole discretion of the *Seeker,* the decision to move towards the implementation of one or more Proposed Solutions, and the *Solver(s)* may never object, in any way, to the Seeker' s decision.

The payment of the award to the Solver is always be done through InoCrowd

9. Payments to the Solver:

In addition to the payment of the award, the Seeker will pay to the Solver the total cost of the proposed solution, including the cost of its development, the cost of knowledge, know-how,

theory and/or original technique involved, as well as patents and/or royalties, when it is the case.

The payment of the cost of the solution in the cases in which the Proposed Solution involves Intellectual Property Rights, will only take place after the full and valid transfer of this rights to the Seeker.

These payments are always made through InoCrowd.

10. Payments to InoCrowd:

Payments to InoCrowd will be made according to the terms set forth in the InoCrowd Challenge and/or in the Seeker Agreement and in the applicable Services Schedule and/or Solver Agreement and Ownership of R&D Results Regulation Agreement.

11. Ownership and Limited License:

InoCrowd shall retain all ownership in the Platform and all content generated by it that is displayed on the Platform. InoCrowd grants the Solver a non-exclusive, revocable right to use the Platform, provided that the Solver does not (i) modify or attempt to modify the Platform in any manner or form, except that the Solver has the right to modify his self-generated content on the Platform; (ii) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code. The Solver agrees that InoCrowd shall not be liable to him for any modification or discontinuance of the Platform and InoCrowd may discontinue the Platform and the Services without any notice to the Solver. The license granted to the Solver by InoCrowd is a limited license to access and make personal use of this Platform and not to download (other than page caching) or modify it, except with express written consent of InoCrowd. This license does not include any copying or distribution, resale or commercial use of this Platform or its contents; any collection and use of any Challenge listings, descriptions or Challenge Awards; any derivative use of this Platform or of its contents; any downloading or copying of Challenge information for the use or benefit of another; or any use of data mining, robots or similar data gathering and extracting tools. The Solver may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including Challenge descriptions, images, text, page layout, or form) of InoCrowd without express written consent. The Solver may not use any meta tags or any other "hidden text" utilizing InoCrowd' s name or trademarks without the express written consent of InoCrowd. Any unauthorized use terminates the permission or license granted by InoCrowd.

The Solver may not use any InoCrowd logo or other proprietary graphic or trademark as part of the link without express written permission.

This Platform or any portion of this Platform may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of InoCrowd.

12. Compliance with rules:

The Solver agrees not to use any device, software or routine to interfere with the proper working of the Platform or which is intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. The Solver agrees not to take any action (including without limitation, spamming) that imposes an unreasonable load on InoCrowd' s infrastructure. The Solver agrees not to take any actions which may undermine the integrity of the Platform´ s system or Services, such as: leaving feedback or ratings for himself; using the Platform in violation of local, state, national or international law; uploading of files or content that contain material that violates the intellectual property rights of any third party, being directly responsible for the damages it causes to InoCrowd or to third parties.

The Solver is solely responsible for compliance with all applicable laws and regulations regarding his use of the Services and the transfer of the technologies or information with which he is involved, including without limitation import/export requirements, and InoCrowd expressly disclaims any liability or responsibility thereto.

13. Limitation of Liability and Disclaimer:

InoCrowd has no control over and is not responsible for the acts or omissions of Seekers, or the quality or legality of the Proposed Solutions sought thereby. InoCrowd does not warrant or guarantee the accuracy or completeness of any InoCrowd Challenge, nor endorse any Seeker. InoCrowd shall not be responsible if no intellectual property rights result from the Solver' s Proposed Solution.

InoCrowd shall not be liable to the Solver for any damages, claims, expenses or other costs (including, without limitation, reasonable attorney' s fees) the Solver suffers or incurs as a result of third-party claims relating to the Solver' s use of the Services.

Under no circumstances will InoCrowd be liable for any indirect, special, incidental or punitive damages or for any damages, regardless of the cause.

The Solver agrees that, at InoCrowd' s request, he will be responsible for and defend InoCrowd from, third party claims arising out of information he provides to InoCrowd for publication or any breach by the Solver of this agreement.

The Solver agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of this Service must be filed within one (1) year after such claim or cause of action accrues or be forever barred.

14. Harmful Substances:

The Solver should be aware that undertaking work related to InoCrowd Challenges posted on the Service may require the use or synthesis of biologics or chemicals that could be bacterially mutagenic, toxic, carcinogenic or otherwise harmful to the Solver and anyone else that is exposed to them, and the Solver undertakes the creation of such Proposed Solutions at his own risk.

15. Third-Party Web Site Links:

The Platform may contain links to Websites operated by parties other than InoCrowd. Such links are provided for reference only and InoCrowd does not control such websites and is not responsible for their contents. The inclusion on the Platform of links to such websites does not imply any endorsement by InoCrowd of the material on such websites or any association with their operators.

16. No Third-Party Reliance:

The Solver agrees that he will not present to third parties any content or material in a manner that could be construed as conveying sponsorship, endorsement, option, representation or warranty of InoCrowd. This Agreement shall have no third-party beneficiaries, other than certain Seekers, in accordance with the terms of the applicable Solver Agreement or Ownership of R&D Results Regulation Agreement.

17. Copyright:

All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software are the property of InoCrowd or its Seekers or Solvers. The compilation of all content on this Platform is the exclusive property of InoCrowd or its software suppliers.

18. Miscellaneous:

These Terms of Use shall be interpreted in accordance with Portuguese Law, and the Lisbon Judicial District Court is hereby established as the venue before which any litigation arising therefrom shall be discussed, with express waiver of any other.

The parties may, previously to the submission of any litigation in court, appeal the systems of mediation for the resolution of these litigations, as provided for and under the conditions laid down by Law n.º 29/2013, from the 19th April.

These Terms of Use will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

The Seeker(s) and/or *Solver(s)* shall not assign his position in the current Terms of Use or any rights nor delegate any obligations hereunder, in the whole or in part.