

REGULATION – GERMINAR PROGRAM 2019

1. ABOUT GERMINAR PROGRAM

1.1. The Program named “Germinar” is promoted by **M. Dias Branco S.A. Indústria e Comércio de Alimentos**, company established at Rodovia BR 116, km 18, S/N, Bairro Jabuti – Eusébio/CE, CEP 61760-000, registered in CNPJ under nº 07.206.816/0001-15, henceforth referred to as “Organizer” or simply “M. Dias Branco”, in partnership with **Innoscience Consultoria em Gestão da Inovação LTDA**.

1.2. “Germinar” is a connection program with startups, that have solutions to Business Challenges presented by M. Dias Branco, through partnerships, supplying and investments.

1.3. The program goal is to identify startups that may become suppliers or Business partners of M. Dias Branco within the areas limited as Business Challenges, as described in Program’s online channel.

2. ABOUT THE PARTICIPANTS

2.1. Startups with **Minimal Viable Products (“MVP”)** developed and priced can register to the program, if they provide solutions to Business Challenges proposed by M. Dias Branco, as described in Program’s online channel.

2.2. Employees with employment and / or active work, direct or indirect, with M. Dias Branco, with its subsidiaries or affiliated companies, may not enrol in the Program.

2.3. The participation of underage or incapacitated individuals is prohibited;

2.4. If any member of the startup company has a family affinity, affinity or consanguineous relationship with Members, Administrators (Statutory Directors and Board members), Fiscal councillors and member of M. Dias Branco committees; employees already retired and / or retired from M. Dias Branco; will only be able to participate in the present call, if they are expressed and duly approved by M. Dias Branco, according to its statute.

2.5. If M. Dias Branco is not informed of any of the conditions set forth above in this item by the candidate (s) and becomes aware of such condition during the phases of the Program, M. Dias Branco may discontinue this candidate(s), disqualifying you from participating in this Program, in its sole discretion.

3. ABOUT THE PARTICIPATION

3.1. Participation in the Program is voluntary. Once subject to the terms and conditions established in these Regulation, startups that have "**MVP**" and can present solutions to the "Germinar" Business Challenges are eligible to participate in the program.

3.2. Participants must sign up by completing the registration form, present in the link www.germinardiasbranco.com.br during the registration period, in all material respects, and follow the steps mentioned on the page.

3.3. Participation in this Program implies the unrestricted acceptance of this Regulation. By confirming participation in this program, the participant authorizes the use of his e-mail for the purpose of receiving communication of updating of the Program during the period of the same.

3.3.1. All official communication with the participants will be given solely and exclusively via the online platform of the Program or by the e-mail registered by the participant, when filling out the registration form;

3.3.2. It is the responsibility of the participants to guarantee the technical conditions for receiving, accessing and reading the e-mails sent by the

"Germinar" program. Verify that the email is arriving in the Spam Box, if it is not, change the setting to receive it normally.

3.4. The Organizer is not responsible for entries that are not computed due to technical problems that occur in the transmission of the data.

3.5. The Organizer reserves the right to refuse the registration of any startup that does not meet the requirements described in this regulation and that does not comply with the terms of participation.

3.6. General Guidelines:

3.6.1. Failure to comply with the deadlines stipulated by the "Germinar" organization for the delivery of the documents required at each stage will allow the summary elimination of the program, at the sole discretion of M. Dias Branco. In addition, failure to adapt the proposed formatting and restrictions for each type of document requested throughout the competition is also subject to summary elimination of the program.

3.6.2. The following situations will be grounds for elimination of "Germinar": (i) disengagement from program initiatives; (ii) non-attendance at events that require the presence of the participant in the place; (iii) presentation of any incorrect information, altered or in breach of the Regulation or (iv) whose Project is not in accordance with the Regulation; (v) incompatibility with the Program profile, or (vi) inadequate conduct, in accordance with the Values and Code of Ethics of M. Dias Branco.

4. ABOUT COLLABORATION TO MEDIA AND IMAGE RIGHTS

4.1. Program participants agree to be available for the relationship with the media and communication channels. Participants agree to cede interviews and reports that may be required, and it is not possible to abstain from these forms of relationships with the communication channels involved with the program.

4.2. No participant will be obliged to give any information that he believes is confidential, confidential or not relevant to his proposal.

4.3. The Program reserves the Right of Image of all participants. The images licensed in this contract may be linked and disseminated in the following types of media: printed, televised, video, virtual and telephone, especially being able to use in their materials the images in: company name, logotype, name of the entrepreneurs, videos and photos, as well as videos containing team images, company presentation, website address, social media, testimonials and any media material produced during the event, or provided by participants.

4.4. Participants hereby authorize the use of their image, name, voice and others, including but not limited to interviews and videos, to M. Dias Branco and Innoscience, for public placement without any restriction on the format and / or media, without any encumbrance or obligation, for indefinite time and territory for the sole purpose of disseminating the results of the program.

5. ABOUT THE PROGRAM PHASES

5.1. The "Germinar" Program will evaluate the candidates and proposals in 05 (five) steps, as below. Approval of the steps does not characterize hiring. It will occur at the end of the process, at the sole discretion of M. Dias Branco, in one of the formats mentioned in clause 1.2.

1st Phase – Screening: Phase of startup registrations for different Business Challenges;

2nd Phase – Germinar Day: Stakeout phase of the registered startups, making the selection of the startups to be presented to the team responsible for the Business Challenges through "Germinar Day";

3rd Phase – Immersion: Face-to-face approach phase of startups with those responsible for the "Germinar" Business Challenges, accomplished

through 4 (four) days of intense activities with the parties. It is the stage where potential startups will be selected for the next phase;

4th Phase – Pilot: Phase of execution of the pilot projects of the solutions for the Business Challenges of "Germinar", by the startups selected in the previous phase, with the direct support of representatives of M. Dias Branco.

5th Phase – Evaluation: Final evaluation phase of the results and impacts generated by the Pilot phase, evaluating the pertinence of the sequence of the relationship between the parties in a format to be defined.

5.2. At the end of the "**5th Phase - Evaluation**", the parties, by mutual agreement, may continue their commercial relationship in the form of supply, strategic partnership or investment contribution by M. Dias Branco.

6. SCHEDULE

6.1. The program will follow the schedule below, for the development of the steps mentioned in Clause 5 of this regulation. The Organizer may call the participants at any date prior to the signalling, as well as extend and / or change the dates whenever necessary, in its sole discretion.

- **Registration** – March 13th, 2019 until April 21st, 2019
- **Disclosure of startups selected for Germinar Day** – May 8th, 2019
- **Germinar Day** – May 22nd and 23rd, 2019 at São Paulo/SP
- **Disclosure of startups selected for Immersion Week** – May 28th, 2019
- **Immersion Week** – June 10th to 13th, 2019 at São Paulo/SP
- **Disclosure of startups selected for Pilot** – June 19th, 2019
- **Period of Pilot development and execution** – June 24th, 2019 until October 4th, 2019 in a location to be defined by M. Dias Branco
- **Pitch of Pilot results** – October 17th, 2019 at São Paulo/SP

- **Disclosure of startups selected for continuity of commercial relationship with M. Dias Branco – October 30th, 2019**

7. ABOUT THE PERIOD OF VALIDITY

7.1. This Program will run from 00:00 am on March 13th, 2019 until 20:00 hours on October 30th, 2019, Brasília time. The Program may, if necessary, be extended or amended by an exclusive decision of M. Dias Branco.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1. The registered commercial solutions must be the result of the intellectual creation of the participants, and no copies (total or partial) of solutions of third parties are accepted, declaring from the moment the participant that the solution will be his alone and that it does not violate the rights of third parties.

8.2. In the event of violation of third-party rights, the participant is responsible to take the necessary measures to exclude M. Dias Branco from any claims or actions filed, reimbursing any and all amounts to be spent by the same, including attorney's fees.

8.3. Any solution that violates the property of third parties or that manifests inappropriate content will be automatically disqualified, as well as any solution that suggests or encourages illegal activity or disclosure of information that cannot be transmitted for legal or contractual reasons.

8.4. Participants will not make any intellectual property assignment of their solutions throughout the program except as formally agreed between the parties.

8.5. In the initial phase of the Program no confidentiality terms will be required. In this way, the participant must assume that any information sent is not protected and is planned accordingly. The registrant must adapt their material to present the necessary information without compromising information that jeopardize their Intellectual Property Protection strategy.

8.6. Participants are responsible for the veracity of the information submitted in the program, as well as undertake to respond exclusively for the originality, authorship and ownership of any information submitted by them in the Program. Violation of copyright or intellectual property rights of third parties will result in the immediate elimination of the participant of the program and when its civil and criminal liability will fit.

8.7. Participants are expressly prohibited from divulging, providing or making available any information, data or work, exclusive or confidential regarding the solutions registered in the Program, and cannot, under any circumstances, use or give notice to third parties.

8.7.1. It will be considered as Confidential Information:

a) written information, contained in electronic or verbally transmitted files, obtained in meetings with M. Dias Branco, partners and other parties involved in the project, including documents, reports, archives; information derived, arising out of or related to the Confidential Information, received pursuant to this Clause; and information of third parties, subject to a duty of confidentiality on your part; or

b) financial and economic information regarding the activities of M. Dias Branco and / or its affiliates or participating companies, such as Balance Sheets, Monthly Balance Sheets, Indebtedness Map, Expected Invoicing, information about their products, employees, business or operations, and other financial information; or

c) any and all information relating to M. Dias Branco, its customers, subsidiaries, controlling shareholders or companies under common control ("Affiliates"), as well as all the companies that make up the economic group, as well as their respective businesses, including, without limitation to these items, trade secrets and / or financial, operational, economic, technical, legal, business plans and plans, projects, marketing, know-how, business and / or customer related

information, business plans , promotional activities, technology (such as: systems, accesses, simulators type GTM - Go To Market, etc.), as well as other businesses that, in general, are restricted, internal and of public ignorance.

9. ABOUT PROJECT SELECTION

9.1. The selection process of the "Germinar" program will follow the following criteria, to be evaluated by the Program Steering Committee and M. Dias Branco:

Filter 1: Select to Germinate Day (2nd Phase)

- a. Information requested: Verification of the provision of information requested in the application form;
- b. Alignment with Business Challenges: verification of the adherence that the solution has to the Business Challenges selected by the participant at the time of registration;
- c. Opportunity attractiveness: based on the relevance of the problem solution;
- d. Innovative potential of the solution.

Filter 2: Selection for 'Immersion' (3rd Phase)

- a. Impact potential of the solution;
- b. Degree of innovation;
- c. Business model;
- d. Legal Suitability.

Filter 3: Selection for " Pilot " (4th Phase)

- a. Level of risks;
- b. Investment for the pilot;
- c. Availability of entrepreneurs;
- d. Projection of results.

Filter 4: Selection for continuity of commercial relationship (at the end of 5th Phase)

- a. Results obtained in the pilot test;
- b. Uncertainties remaining;
- c. Perspective of replicability and scalability;
- d. Post-pilot revised financial viability.

10. ABOUT STARTUPS ATTENTION

10.1. All startups that need service can contact the organizing team of "Germinar" by email germinar@mdiasbranco.com.br.

11. ABOUT CHANGES IN REGULATION

11.1. M. Dias Branco may at any time make changes to this Regulation, should it deem necessary. The changes in the regulation will be communicated to the participants by email.

11.2. This Regulation is fully available in its most current version on the website www.germinarmdiasbranco.com.br/regulation to all participants.

12. ABOUT LEGAL AND ETHICAL OBLIGATIONS

12.1. Participants undertake in their labour relations, for all purposes, to: (a) not adopt practices of slave or similar work, or illegal work of children and adolescents; (b) not to employ workers under 16 (sixteen) years of age, except as a trainee as of 14 (fourteen) years of age, pursuant to Law 10,097 of December 19th, 2000, and the Consolidation of Labour Law (CLT); (c) not employ adolescents up to 18 (eighteen) years of age in places that are harmful to their education, physical, psychological, moral and social development, and at hazardous or unhealthy places and services, at times that do not allow attendance at school and, also, at night, considered this the period between the hours of 10:00 a.m. to 05:00 p.m.; (d) provide a safe and healthy working environment and take all appropriate measures to prevent accidents and damage to health arising out of or associated with work, minimizing, as far as is reasonably practicable, the causes of hazards inherent to the work environment; (e) ensure

that wages and benefits are paid in full compliance with all applicable laws; (f) not engage in or support the use of corporal punishment, mental or physical coercion and verbal and moral abuse in the development of their activities; and (g) not engage in or support discrimination in hiring, remuneration, access to training, promotion, contract termination or retirement, based on age, race, social class, nationality, religion, disability, sex, sexual orientation, union membership or political affiliation.

12.2. Participants undertake to protect, preserve and maintain a balanced environment, as well as to prevent against harmful practices to the environment, performing their services in compliance with legal, normative and administrative acts related to the environmental area and related, emanating from the Federal, State and Municipal spheres, including but not limited to compliance with Federal Law No. 6.938 / 81 (National Environmental Policy) and Law No. 9605/98 (Environmental Crimes Law).

12.3. The participants undertake to comply with any and all policies of M. Dias Branco, anti-corruption and anti-bribery laws and regulations, including, but not limited to, Law 12.846 / 13 (Brazilian Corporate Anti-Corruption Law). maintain policies and processes that promote compliance with said laws and regulations, as well as dissemination and training for its staff.

12.4. Any and all harmful acts, especially those committed against national and foreign public administration and patrimony, or that violate the principles of public administration or against the international commitments assumed by Brazil, must be repudiated by the Participants, who undertake to follow their activities and relationships in the highest legality and morality, observing the provisions of current legislation, including, without limitation, Decree-Law No. 2848/1940 (Penal Code), Law No. 8,429 / 1992, Law No. 8,666 / 1993 Law No. 9,613 / 1998 (Crime of Washing or Concealment of Assets, Rights and Values), Law No. 12,529 / 2011 (Brazilian System for the Defence of Competition), in addition to all national or international anticorruption commitments assumed by Brazil, especially Law 12.846 / 2013 (Brazilian Corporate Anti-Corruption Law), although

not related to the present Regulation, under penalty of elimination. the, in any phase of the program, as well as adoption of appropriate measures.

13. GENERAL PROVISIONS

13.1. In the event of disagreements as to the interpretation of this Regulation or the execution of the obligations arising therefrom, or where there are gaps in it, the technical staff of M. Dias Branco, responsible for the program, shall resolve such divergences, in accordance with the principles of good faith, equity and reasonableness.

13.2. Participants agree that they should not, without the prior written consent of M. Dias Branco, use the names and trademarks "M. Dias Branco ", " Germinar "or any other trademark owned by M. Dias Branco for the purposes of its own publicity or for any other purpose, notably in plaques, folders, publicity pamphlets," portfolios ", websites, social media, or any other disclosure materials, under penalty of elimination of its participation in the Program, in addition to the adoption of appropriate legal measures.

13.3. At the time of registration, participants certify that they have read and understood this regulation, accepting it in its entirety.

13.4. All decisions made by the team of organizers and jurors and technical staff of the Organizer, are not subject to appeal;

13.5. The organization of the Program is committed to ensuring the participants' equality and feedback as they progress through the Program.

13.6. The Program exempts from any costs of the team regarding the participation or permanence of the same in the program, being the responsibility of each one of its members the costs inherent to the participation in the competition.

13.7. Any costs that the participant has with advisories for business development and technologies will be his responsibility.

13.8. Any other expenses that the participants have during the Program will not be reimbursed by the Organizer.

13.9. In case the participant receives the program's cost aid, it will be obliged to comply with the activity related to this cost. If you fail to do so, you must reimburse the Program for expenses incurred.