

# Legal Terms

## Mylkcubator Incubation Programme



### Organiser

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Mylkcubator Incubation Programme is organised by Pascual Innoventures S.L.U with a registered office at Avda. Manoteras 24, 28050 de Madrid (Spain), and with tax identification code number CIF B-02905453, enter in the Commercial Register of Madrid, Volume 41440 , Book 0, Page M-734326, section 8, record 1<sup>a</sup>, and email address [info@pascualinnoventures.com](mailto:info@pascualinnoventures.com) – hereinafter referred to as Pascual Innoventures – and managed by [Eatable Adventures](#)

[Pascual Innoventures](#) is a [Calidad Pascual](#) open innovation vehicle to immerse yourself in the entrepreneurial ecosystem and create alliances with start-ups that share the same philosophy, anticipating global food needs. For Pascual Innoventures, this philosophy is fundamental, a culture that begins with the premise of creating value wherever they can in this world. It is about giving the consumer a memorable experience and, at the same time, contributing to the survival of our planet.

### Introduction

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Pascual Innoventures ensures the future of the company by entering and growing new businesses outside the core business with high potential.

**Integrity:** we are committed to being honest, consistent and responsible in all our acting areas and all of our relationships.

**Closeness:** we bond with consumers, clients, employees, shareholders, suppliers and society in general from equality, empathy, mutual respect, trust and humility.

**Innovation:** We dream of a better future, and for this reason, we put all the effort and the necessary resources to contribute new and efficient solutions to current and future needs.

**Passion:** We believe in the culture of responsibility and we are convinced that success is achieved through motivation, commitment and enthusiasm that demonstrate all the people in the organization.

**Quality:** We seek excellence and added value creation that differentiates us through the talent and effort that we all contribute for the daily improvement of our products, services and management.

Innoventures is launching the **Mylkcubator Incubation Programme** with the aim of supporting highly innovative startups specializing in the transformation of the food value chain for the production of dairy alternatives using cellular agriculture.

## Who is this call for projects aimed at?

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Start-ups with commercially-validated solutions or products with market traction and capable of addressing the challenges raised, developing their value proposals in the same business area as Innoventures and adding scalable business models that are unequalled in the market.

Spin-offs and Research centres and Universities running a line of investigation, developing a patent or and Intellectual property on a research line or product addressing the challenges posed by Innoventures and adding scalable industry models that are unequalled in the market.

The Call for Projects is launched at international level and the selected projects must be capable of being implemented in Spain at an early stage.

## Main areas of interest

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**Mylkcubator Incubation Programme** is looking for startups, entrepreneurs and scientific projects developing innovative solutions in the cellular agriculture spectrum for the dairy industry within the following technologies:

### **1. Cell-based**

Focus on

- A. Isolation, improvement and classification of human and animal cell lines
- B. Production of different products/ingredients
- C. Novel growth media and growth media factors
- D. Advanced cell-growth techniques
- E. New harvesting techniques

### **2. Fermentation-based**

Focus on:

- A. New microorganism or optimization of the “host cells”
- B. New “inputs” for the fermentation processes
- C. Production of dairy constituents
- D. Technologies for the constituents separation

### **3. Applied technologies**

Focus on:

- A. Bio reactors and replication technology
- B. Machine learning models for production optimization
- C. AI models for final product development
- D. Production control systems

## Participation process and project selection

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All participating start-ups must accept these Legal Terms and the [Privacy Policy](#) of Pascual Innoventures on the site [mylkcubator.com](http://mylkcubator.com) and then fill out the **Mylkcubator Incubation Programme** form on the specific App- AcceleratorApp- licensed and managed by Eatable Adventures for the development of the program, where the participating startups may officially present their project.

The AcceleratorApp support Eatable Adventures in their handling of startups, and include tracking applications and simplifying the logistic around selection of startups, recording communications and decisions over time, updating applicants on progress, connecting applicants with mentors for coaching sessions, recording feedback on coaching sessions, and generally speaking, tracking startups and their progress.

The **evaluation criteria** applied to **startups** to be applied are as follows:

#### **1. Innovation criteria as regards the technology, *business model*, product or service**

Value proposition

Level of innovation and differentiation of the business model of the relevant product or service with respect to current competition

Application of technology, intellectual property and patents

#### **2. Criteria concerning the team**

Clear skills and abilities to ensure the success of the project

Background of the team

Social skills to develop a contact network

Knowledge of the industry and/or the scope of the project

Commitment and dedication of the team towards the project

### 3. Business criteria

Market potential: scalability and profitability

Go-to-market strategy

Social and financial impact of the project

International scope

Projects will be evaluated as they are received.

The **evaluation criteria** applied to **spinoffs and research centres** to be applied shall be those according to the information provided at the corresponding participation form.

It is very important that the startups and spin offs as well as research centres demonstrate, in the project presented the reasons why they have decided to take part in the **Mylkcubator Incubation Programme**.

Upon receipt of the project on [mylkcubator.com](http://mylkcubator.com) and [AcceleratorApp](#), the latter will be analysed by the relevant **Evaluation Committee**, made up of a team whose members are specially-appointed Innoventures' managers as well as Eatable Adventures' designated team members.

Should any further information be required, the company will be contacted so that it may provide the same.

Upon completion of the evaluation stage, notice of the final project selection shall be given individually.

## What does Mylkcubator Incubation Programme entail?

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Mylkcubator Incubation Programme is divided into the following stages:

The **first stage** will be the **Call for Projects** launch for Mylkcubator Incubation Programme to be published in week May 10th 2021.

Projects will be received up to week June 14th 2021.

However, if necessary, the period for receiving projects might be extended by up to another 15 days.

At the **second stage**, between week June 21st 2021 and week June 28th 2021, the projects **received will be evaluated**. This evaluation will be carried out by an Evaluation Committee, made up of a team appointed by Innoventures and a team from Eatable Adventures.

Up to 5 projects will be short-listed and selected. Notice of the projects selected will be personally given on the week June 28th 2021.

The selected projects will be attending a high-qualified 6-month hands-on incubation programme working on specific topics such as:

- Business  
Markets  
Business Models  
Route to Market  
Final Plan  
Pitch perfection
- Technology  
Intellectual property and patents  
Use of technology
- Scientific development  
Laboratory tests  
Characterisation of the primary ingredient  
Proof of concept  
Pilot scale  
Minimum Viable Product  
Industry scale up
- Road show and Demo Day

Throughout the Incubation programme, the selected projects shall expect high-level targeted-area mentoring sessions by outstanding industry leaders.

The selected startups, spin-offs and research centres will be able to enrol the **Mykucubator Incubation Programme** prior signature of NDA and contract with Innoventures and Eatable Adventures. The contract shall compile the services considerations.

The selected startups, spin-offs and research centres shall decide the participation in the **Mykucubator Incubation Programme** once all information regarding the considerations and terms and conditions has been unveiled.

No information regarding terms and conditions shall be disclosed prior to the NDA signature.

The service considerations will be, amongst others:

- highly specialised working sessions focus on scalability, and potential investment
- collaborative development alongside technological partner [CNTA](#) for technological plan and/or product, technology and/or processes improvements.
- senior team professors

- high-level global methodology
- global comms campaign
- pilot programmes and potential collaborations with large food corporations as design partner
- international fund raising up to €500K per project

## (\*) Dates for the Mylkcubator Incubation Programme

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Call for Projects. Week of May 10th 2021 with an additional 15 days if required  
 Evaluation. Between week June 21st and week June 28th 2021 with an additional 15 days if required  
 Projects Selection Week June 28th 2021 with an additional 15 days if required  
 Beginning of the programme: Week July 5th 2021 with an additional 15 days if required  
 End of the programme: Week December 20th 2021 including Demo Day.

(\*) Eatable Adventures reserves the right to modify these dates without prior notice or justification.

In the event of modification of any of these dates, prior notice thereof will be given to the companies participating in the **Mylkcubator Incubation Programme**.

## Reserves and restrictions

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When filling out the registration form, you expressly accept your registration in the **Mylkcubator Incubation Programme** and consent to the information submitted in this form being reviewed by Pascual Innoventures and Eatable Adventures for managing the Programme.

Pursuant to the rules of participation in the **Mylkcubator Incubation Programme**, the data provided must be accurate and comprehensive. Pascual Innoventures assumes no liability for the accuracy of the data provided by participating projects or companies.

Pascual Innoventures will assume no liability if, on account of an error in the data provided, it is not possible to contact the persons responsible for the participating projects or companies to inform them of the final selection.

By registering in the **Mylkcubator Incubation Programme**, the participating projects or companies expressly accept that Pascual Innoventures may use their name when communicating with the short-listed companies with no obligation to provide them with any remuneration in this respect.

In addition, all companies registering to participate in the **Mylkcubator Incubation Programme** expressly accept that Pascual Innoventures may use their image, name, logo or commercial name, by any means whatsoever and solely for corporate, advertising or promotional purposes, with no

time or territorial restrictions and without these companies being entitled to any type of remuneration in this respect.

Pascual Innoventures reserves the preferential right to negotiate with the startups, spin-offs and research centres without any obligation to reach an agreement, in respect of the acquisition, commercialisation, license, distribution and any kind of exploitation of the outcomes, the products or the services of the project during the term of the collaboration and within a period of one year following termination thereof.

The startups, spin-offs and research centres selected to participate in **Mykcbator Incubation Programme** must meet the conditions for participation established. Failure by any startup, spin-off or research centre to comply with these obligations will entitle Pascual Innoventures to cancel, at its sole discretion, its participation in **Mykcbator Incubation Programme**, in which event the participating project or company will have no claim whatsoever against Pascual Innoventures.

The Incubation Programme will be run in a mixed format including both online and on-site sessions to be attended. In the event of on-site sessions the Eatable Adventures team shall communicate to the participants the date and location ahead of time.

All travel, accommodation and subsistence expenses that may be incurred in connection with the activities concerning **Mykcbator Incubation Programme** will be borne by the participating projects or companies.

## Privacy Policy and Data Protection

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Pascual Innoventures, S.L.U. (hereinafter Pascual Innoventures) make available to the participating projects or companies (hereinafter users), the present Privacy Policy, in order to offer Information about how we treat your personal data and protect your privacy and information.

In accordance with the General Data Protection Regulation (GDPR) and in the Organic Act on Protection of Data and Guarantee for Digital Rights (LOPDGDD) you are hereby informed that the data provided by you will be processed by the data controller solely for the purposes specified below. In this respect, you are provided with the following information as regards data processing:

### Introduction

This Privacy Policy is applicable to the web page of **Mykcbator Incubation Programme** , made available to the public at the URL [mykcbator.com](http://mykcbator.com) well as to the interactions that the user performs with Pascual Innoventures through said website (“contact us”).

Pascual Innoventures has the right to modify this Privacy Policy whenever deemed necessary. If changes are made, this will be communicated to you through the Website or other channels so ensure that you are informed about the new Privacy Policy. By continuing to use the functions

provided by Innoventures after you have been notified of such changes, you are agreeing with the Privacy Policy, except for circumstances in which your express consent is required.

#### Who is the data controller of your personal data?

Pascual Innoventures, S.L.U. with a registered office at Avda. Manoteras 24, 28050 de Madrid (Spain), and with tax identification code number CIF B-02905453, is data controller of your personal data relating to **Mykcbator Incubation Programme**

For any question you may need you can contact at the e-mail address

[info@pascualinnoventures.com](mailto:info@pascualinnoventures.com)

#### For what purpose do we process your personal data?

The purpose of processing your personal data is to ensure your registration and participation in the **Mykcbator Incubation Programme**. To guarantee this participation, the data controller collects identification data and the additional information requested must be incorporated into the AcceleratorApp, application licensed and managed by Eatable Adventures for the development of the program.

The AcceleratorApp support Eatable Adventures in their handling of startups, and include tracking applications and simplifying the logistic around selection of startups, recording communications and decisions over time, updating applicants on progress, connecting applicants with mentors for coaching sessions, recording feedback on coaching sessions, and generally speaking, tracking startups and their progress.

Your data may also be processed to send you the newsletter, updates and/or communications about **Mykcbator Incubation Programme** and similar initiatives to be developed in the future, as well as to send you the requested information through the relevant forms.

In addition, the personal data of the users may be processed by Pascual Innoventures with the purpose of sending advertising, promotional or other information that may be of interest to them, through postal mail, email, SMS and other means of electronic communication, exclusively in the case the user has consented to such data processing purpose through the express acceptance of the box of commercial, promotional or advertising communications. The user may object at any time to the purpose of processing their data for advertising or promotional purposes by Pascual Innoventures using the channels enabled for it by Pascual Innoventures, as detailed in the section *What are your rights on your personal data?*

#### What data are processed by Pascual Innoventures and from what sources do they come?

The data that Pascual Innoventures process as a result of the interactions made by the user through the website, comes from the following sources:



- Data provided by the user completing the form made available by Pascual Innoventures on the site [mylkcubator.com](http://mylkcubator.com) and the form on the specific App- AcceleratorApp- licensed and managed by Eatable Adventures for the development of the program, sending contact emails or by any other means of communication with Pascual Innoventures. Data generated as a result of browsing and use by the user of this website.
- Data generated as a consequence of the development, processing and maintenance of the relationship established between the user and Pascual Innoventures for their participation in **Mylkcubator Incubation Programme**

Pascual Innoventures may process personal data of the following types, depending on the relationship established with the user:

- Identification data (eg, name and surname, email address, postal address, telephone number, IP address, image, etc.).
- Employment details (eg, job position...)
- Commercial Information

#### What is the legitimacy for processing your personal data?

Pascual Innoventures process the personal data provided by the users in accordance with the following legal bases:

- processing is necessary for the performance of **Mylkcubator Incubation Programme**. For example, evaluation of projects and candidates, respond consultations through the “contact us” channel, sending of newsletter, updates and/or communications about **Mylkcubator Incubation Programme**’ initiative.
- processing is necessary for the purposes of the legitimate interests pursued by the controller to send you communications about similar initiatives to be developed in the future.
- Data subject consent to the processing of his or her personal data for the purpose of “Commercial, promotional or advertising communications of Pascual Innoventures”.

#### To whom is your personal Data disclosure?

Pascual Innoventures inform users that the personal data provided shall not be disclosed to any third-party companies, other than in connection with the collaborations required to fulfil the purposes specified above, such as with Eatable Adventures.

In any case, and if it is necessary for the fulfillment of the purposes of the processing, Pascual Innoventures may give access to personal data to third party service providers, who will access them as processors or subprocessors. In the event that this access involves the transfer of your personal data outside of the European Economic Area, Pascual Innoventures guarantees the

existence of the appropriate mechanisms and guarantees provided for by applicable regulations (eg, the adaptation decision of the European Commission or standard contractual clauses) to ensure that the service providers applies a level of security equivalent to that required in European data regulations. Specifically, users are informed that the use of the AceleratorApp requires the international transfer of data.

Notwithstanding this, Pascual Innoventures may disclose to the relevant public authorities such personal data and such additional information as Pascual Innoventures may possess through its IT systems and may be requested to Pascual Innoventures, in accordance with any laws and regulations applicable.

In any case, and if it is necessary for the fulfillment of the purposes of the processing, Pascual Innoventures may give access to personal data to third party service providers, who will access them as processors or subprocessors. In the event that this access involves the transfer of your personal data outside of the European Economic Area, Pascual Innoventures guarantees the existence of the appropriate mechanisms and guarantees provided for by applicable regulations (the adequate level of protection for personal data recognized by the European Commission or Standard Contractual Clauses) to ensure that the service providers apply a level of security equivalent to that required in European data regulations. Specifically, users are informed that the use of the AceleratorApp requires the international transfer of data. Transfers are made under the standard contractual clauses signed with AcceleratorApp Ltd as data processor. Users can consult the Standard Contractual Clauses signed with this provider and the list of countries where the data can be processed in <https://www.acceleratorapp.co/legal/dataProcessingAddendum>. The list of AcceleratorApp Ltd sub-processors, with an indication of the country in which they are located, can be consulted at <https://www.acceleratorapp.co/legal/subProcessors>

#### How long do we process your data?

Pascual Innoventures shall process your personal data only while the **Mykucubator Incubation Programme** continues. Thereafter, the data shall be blocked and placed at the disposal of courts and other authorities in connection with potential liabilities arising from the processing of the data, and solely until these liabilities are statute-barred.

Consequently, as long as the user has not exercised his right of withdrawal, his data will be kept during the legal terms that in each case result from application, considering the type of data, as well as the purpose of the processing.

#### What should you guarantee when you provide your personal data?

The user guarantees that the information provided is true, accurate, complete and up-to-date, and is responsible for any damage or loss, direct or indirect, that may be caused as a result of breach of such obligation.

In the event that the user provides data belonging from a third party, he / she guarantees that he / she has informed said third party of all the aspects contained in this Privacy Policy and obtained his

/ her consent to provide us with his / her data for the purpose of the processing. All this, prior to the provision of data from a third party.

#### What measures do we take to protect your personal data?

In response to the concern of Pascual Innoventures to ensure the security and confidentiality of your personal data, the security measures required for the protection of personal data have been adopted and the technical means at their disposal have been installed to prevent loss, misuse, alteration, unauthorized access and theft of personal data provided. In any case, you must take into consideration that security measures on the Internet are not invulnerable.

#### What are your rights about your personal data?

Pascual Innoventures informs you that you have the following rights over your personal data:

- Access to your data: You have the right to access your data in order to know what personal data we are processing that concern you.
- Request the rectification or deletion of your data: Under certain circumstances, you have the right to rectify those personal data that you consider inaccurate and that concern you, and that are processed by Pascual Innoventures, as well as the right to request the deletion of your data when, among other reasons, the data are no longer necessary for the purposes they were collected.
- Request the limitation of the processing of your data: Under certain circumstances, you will have the right to request us to limit the processing of your data, in which case we inform you that we will only keep the data about which you have requested limitation of processing for the exercise or defence of claims.
- To the portability of your data: Under certain circumstances, you will have the right to receive the personal data concerning you, which you have provided to us, in a structured format that is commonly used and machine-readable, as well as the right to have it transferred by Pascual Innoventures to another data controller.
- To oppose the processing of your data: In certain circumstances and on grounds relating to your particular situation, you have the right to object to the processing of your data, in which case we would cease processing them unless we are required to continue to do so on compelling legitimate grounds or for the exercise or defence of any claim.

Likewise, we remind you that you have the right to oppose, at any time, the sending of advertising of Pascual Innoventures.

Likewise, you may withdraw any of the consents you may have given for the processing of your personal data, without this affecting the lawfulness of the processing based on the consent prior to its withdrawal.

Pascual Innoventures informs you that you may exercise your rights over your personal data through any of the following channels:

- By writing to Pascual Innoventures, S.L.U. at the address Avda. Manoteras 24, 28050 de Madrid (Spain).
- By writing to Pascual Innoventures, S.L.U. at the following e-mail address [info@pascualinnoventures.com](mailto:info@pascualinnoventures.com)

In both cases, it is required to prove the identity of the person exercising their rights, by sending a copy of their DNI, NIE, Passport or equivalent document, on both sides.

Pascual Innoventures will provide the requested information within a maximum period of one month from the receipt of the application. This deadline may be extended by a further two months if necessary, considering the complexity and number of applications.

Pascual Innoventures informs you that you may lodge a complaint with the competent data protection supervisory authority..

## Jurisdiction

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The relations established between Pascual Innoventures, S.L.U. and the Participants shall be ruled by Spanish Law and the Participants expressly refuse to submit to any other jurisdiction which may correspond to them, and they agree to submit all conflicts and controversies to the Courts and Tribunals of Madrid.