# RULES – CMA CGM STARTUP AWARDS 2025 (hereinafter the "Rules")

## 1. PRESENTATION

The CMA CGM Startups Awards competition (hereinafter the "Competition") is an international competition organized by CMA CGM S.A. (562 024 422 RCS Marseille), aimed at identifying and supporting the most promising startups and scale-ups in the Group's strategic areas, namely maritime transport, logistics, and media.

The CMA CGM Group, a global player in maritime, land, air, and logistics solutions, contributes through this Competition to the prominence of Participants through synergies and strategic partnerships, paving the way for them to develop worldwide. Working with the CMA CGM group means having the opportunity to grow one's business organically and enter new markets.

The CMA CGM Group has already supported numerous startups through its international innovation accelerator ZEBOX, an expert in the fields of the maritime industry, logistics media.

The mission of ZEBOX is to connect the world's best innovations to the CMA CGM Group its partners on 3 themes: environmental impact, technological competitiveness, and health safety at work. To achieve this, ZEBOX has created an Entrepreneurs Club that allows it to identify and select the most promising and relevant innovative companies for the Group's needs. By becoming members, these companies can apply for a tailor-made acceleration program, including personalized support, access to resources such as a network of experts from the ecosystem and the Group, as well as increased visibility with key market players. Through this program, startups can benefit from concrete support to develop their business and accelerate their growth.

# 2. ELIGIBILITY

The Competition is open to all innovative companies (SMEs) offering a solution related to the maritime transport, logistics, and media industry (the "3 Strategic Axes"), addressing one or more of the challenge themes, namely (i) Disruption Forecast & Transport Tracking, (ii) Safe & Compliant Transportation of Hazardous Goods, (iii) Warehouse Humanoid Robotics, and (iv) Media Experience Diversification & Monetization (the "4 Sub-themes"), and being at an early stage of development (hereinafter referred to as "Startup" and/or "Scale-up"), proposed by any person having the necessary power and authority to accept these Rules (the Startups and Scale-ups participating in the Competition being hereinafter referred to as the "Participants"). Employees of CMA CGM or any Partner are not authorized to participate in the Competition. Participants may be required, at any time, to provide CMA CGM with proof that they meet all the eligibility conditions for this Competition.

Participation in the Contest is not subject to any territorial limitation.

CMA CGM reserves the right to disqualify any Participant who, at the sole discretion of CMA CGM, (i) in any way alters the proper conduct of the Contest, (ii) engages or is accused of engaging in improper practices to increase its profitability, (iii) violates or is accused of violating

applicable law, (iv) does not comply with the Rules, or (v) commits or is suspected of committing any action or inaction that, according to CMA CGM's determination, negatively affects the Contest or the Contest Participants. For the purposes of this paragraph, the acts or omissions of any founder, employee, officer, or director of a Participant shall be deemed to be acts or omissions of the Participant itself.

Participants may be subject to due diligence by CMA CGM at any time to verify their compliance with the Rules. The determination of this compliance is at the sole discretion of CMA CGM. CMA CGM may request from each Participant documents related to the Participant's execution of the Rules to ensure each Participant's compliance with these terms.

## 3. REGISTRATION CONDITIONS

Participation in the Contest is free and does not create any contractual relationship between CMA CGM (and/or the Partners) and the Participants.

Registrations are open to all Startups and Scale-ups whose Technological Rate Level ("TRL") is equal to or greater than 5.

Registrations are open from August 1, 2025, until October 3, 2025 midnight (the "**Registration Period**").

Startups and Scale-ups wishing to participate in the Competition must complete an application form hosted on the following website: <a href="https://www.cmacgm-startup-awards.com/apply.">https://www.cmacgm-startup-awards.com/apply.</a>

The registration process includes:

- The acceptance of these Rules. By validating the online application form, each Participant expressly acknowledges having read these Rules and agrees to adhere to them unreservedly. Acceptance of the Rules implies the conclusion of a legally binding agreement between the Participant and CMA CGM, governed by its provisions. If a Participant does not agree with the terms herein, they will not be able to register for the Competition.
- The acceptance by the Participants that CMA CGM, its affiliates, and any other party selected by it, may use any information submitted during registration, without restriction, for the purposes of the Competition and the innovative business qualification activity of ZEBOX. Participants also agree that any information submitted may be shared with CMA CGM's partner organizations.

Incomplete, illegible, or non-compliant submissions with the Rules are invalid. CMA CGM has no obligation to inform Participants of invalid entries. Proof of electronic transmission or delivery will not be considered as proof of entry.

All entries must be submitted in English.

## 4. CONTEST PROCEDURE

All information contained in this article is indicative and may be modified by CMA CGM at any time and at its sole discretion.

At the end of the Registration Period, the ZEBOX Strategic Committee will analyze the applications based on the following criteria:

- The value proposition of the application and the quality of the innovation presented,
- o The ability of the innovation to address the challenges of the CMA CGM Group,
- o The business model of the innovation presented,
- The ability of the innovation to scale and be deployed in the use cases of the CMA CGM Group.

The Strategic Committee will select 40 finalists from the 3 Categories (the "**Finalists**"). The Finalists will be notified on October 27, 2025.

The final of the Competition will take place on November 13, 2025, at TANGRAM, Training and Innovation Center of the CMA CGM Group located at 39 avenue du Corail, 13008 Marseille, and the award ceremony will be held on November 14, 2025, at the Orange Vélodrome stadium, <u>3 Bd Michelet, 13008 Marseille</u> on the occasion of the "Artificial Intelligence Marseille" event

The jury will be chaired by Mr. Rodolphe SAADE, Chairman and Chief Executive Officer of CMA CGM S.A., and will consist of members subsequently designated at its discretion (the "Jury").

Each of the finalists will make a final presentation of approximately two minutes before the Jury, showcasing their company and the potential use of their innovation within the CMA CGM Group (the "Presentation").

The Jury shall have a quota of six questions for all Presentations to allow Participants to clarify their presentations.

The Jury shall select 4 winners by digital vote based on the following criteria:

- the quality and clarity of the Presentation,
- the assessment of the innovation presented in response to the challenges of the CMA CGM Group,
- the perspective on the use of the innovation within the CMA CGM Group,
- the personal interest of the Jury member in the innovation presented,

The Jury shall select one winner for each of the 4 Sub-themes. A "Coup de Cœur" winner may also be designated from among all the non-selected semi-finalists, upon proposal by the ZEBOX Strategic Committee validated by Mr. Rodolphe SAADE.

## 5. AWARDS

4 winners shall be selected by the Jury, i.e., 1 winner per Sub-theme, and shall be awarded the titles of "CMA CGM Startup Award", and possibly "Coup de Cœur Award":

Each winner shall benefit from the following advantages:

- Financed pilots with CMA CGM Group, up to €200,000,
- One year offered ZEBOX acceleration program,
- Exclusive access to CMA CGM key decision-makers through curated meetings,
- High-impact visibility across CMA CGM media channels, including:
  - TV feature on BFM Business,
  - Social media capsules with Brut,
  - Advertising campaigns in La Provence, La Tribune, BFM, RMC, and Brut postevent.
- Eligibility for investment from ZEBOX Ventures.

## 6. FUTURE EDITIONS OF THE GROUP'S INTERNATIONAL STARTUP COMPETITION

CMA CGM and its subsidiary ZEBOX may contact any Participant to invite them to participate in future editions of the Competition.

## 7. OBLIGATIONS OF PARTICIPANTS

In consideration of their participation, each Participant undertakes to:

- Participate in the days of November 13<sup>th</sup> and 14<sup>th</sup>, 2025 in order to:
  - Benefit from the morning of meetings and exchanges with the leaders of the CMA CGM Group,
  - Attend flash conferences presenting the challenges of the CMA CGM Group in the field of maritime transport, logistics, and media,
  - Be present at the award ceremony,
- Highlight the support of the CMA CGM Group in communications provided notably to the press and social networks.

The Participants certify the truthfulness of the information provided during the contest.

The Participants represent and warrant:

- that they do not infringe, and will not infringe during the Contest, (a) property rights, intellectual property rights, industrial property rights, personal rights or other rights of third parties, including, but not limited to, copyrights, trademarks, patents, trade secrets, or confidentiality obligations; (b) that they do not otherwise violate applicable law; and
- that they are not subject to any ongoing or imminent litigation or claim. The Participants are responsible and hold CMA CGM, its affiliates, and its Partners harmless from any liability in the event of a claim based on (a) any infringement resulting from the unauthorized use of a third party's intellectual property and (ii) compliance with applicable laws. In particular, the participants also declare that all documents and information they submit in connection with the Contest:

- o belong to them;
- o are not false, inaccurate, or misleading;
- o do not violate applicable laws, regulations, licenses, or third-party rights;
- do not facilitate illegal activities.

## 8. INTELLECTUAL PROPERTY

Each Participant grants CMA CGM and ZEBOX the right to use, reproduce, represent, and disseminate their trademarks, distinctive signs, and logos solely for the purposes of the Contest and the institutional and/or educational and/or event-related and/or commercial communication of CMA CGM and ZEBOX in connection with the Contest,

- in all formats, by all technical processes known or unknown to date, on all media, including: Paper, Electronic, Optical, Magnetic, Photographic Graphic, Digital, Computer, current or future, for an unlimited number of uses, in whole or in part, together or separately;
- for the following uses: Photographs, Display, Catalogs, Drawings, Illustrations, Advertising, Press, Magazines, POS, Publishing, Books, CD/DVD, Electronics, Internet, Websites, Multimedia Extranet, Audiovisual, Video, Broadcasting, Television, Telephony, Exhibition, Photo Library or Image Bank, and all Derivative Products, regardless of the format.

These rights are granted on a non-exclusive basis, for the sole duration of the Contest, which is expected to have several editions, and for all territories including the internet. The granted rights will terminate automatically upon the cessation of the Contest, regardless of the cause.

#### 9. RIGHT TO IMAGE

By participating in the Contest, each Participant and their representatives expressly, without restriction or reservation, grant their authorization to CMA CGM and ZEBOX to fix, reproduce, represent, use, edit, copy, and publish their images, voices, names, and other personality attributes (hereinafter their "image"), for the communication and exploitation documents of the Contest, including institutional and/or educational and/or event-related and/or commercial communication of CMA CGM and ZEBOX in connection with the Contest (hereinafter the "Visuals"), worldwide and for the entire duration of the Contest, which is expected to have several editions, from the signing of these presents. Consequently, the Participant and their representatives authorize CMA CGM and ZEBOX, for the duration and territory mentioned above, to:

- The fixation of their images on the Visuals and the reproduction of their image thus fixed, in all formats, by all known or unknown technical processes to date, on all media and notably: Paper, Electronic, Optical, Magnetic, Photographic Graphic, Digital, Computer, current or future, for an unlimited number of uses, in whole or in part, together or separately, for the purposes of institutional and/or educational and/or event and/or commercial communication;
- The public communication of the Visuals, in whole or in part, for the following uses: Photographs, Display, Catalogs, Drawings, Illustrations, Advertising, Press, Magazines, POS, Publishing, Books, CD/DVD, Electronics, Internet, Websites, Multimedia Extranet, Audiovisual, Video, Broadcasting, Television, Telephony, Exhibition, Photo Library or Image Bank, and all

derivative products, regardless of format, for institutional and/or educational and/or event and/or commercial communication purposes.

The Participant and their representatives acknowledge that CMA CGM and ZEBOX are free to sublicense the Visuals to its affiliates, partners, or contractors for all the uses listed above, without any compensation.

## 10. LIABILITY

CMA CGM, its parent companies, sister companies or subsidiaries, their respective directors, officers, employees and representatives (hereinafter referred to as the "Representatives") shall not, under any circumstances, be held liable for any non-performance or improper performance of the Contest proceedings, or for any act attributable to a Participant, partner, or any other third party.

CMA CGM and/or the Representatives shall not be held liable, without this list being exhaustive, for any technical, hardware or software failure of any kind whatsoever, the risks of contamination by potential viruses circulating on the network and the lack of protection of certain data against possible misappropriation. Furthermore, participation in the Contest implies knowledge and acceptance of the characteristics and limitations of the Internet both in terms of technical performance, response times for consulting, as well as for querying or transferring information. In this context, CMA CGM does not guarantee that its website https://www.cmacgm-startup-awards.com is free from anomalies, errors or malfunctions.

CMA CGM reserves the right to modify, extend, shorten, suspend or cancel the Contest and/or the Prize without any claim being made or its liability being engaged in this regard.

CMA CGM shall not be held liable for any failure in the methods of designating the winners that does not result from negligence on the part of CMA CGM or its Representatives.

If for any reason whatsoever, and beyond its control, CMA CGM is unable to establish contact with a designated winner, it reserves the right to award the Prize to another Participant, subsequently designated under the conditions set forth in Article 4.

The Participants indemnify CMA CGM, its Representatives, and its Partners against any claim, expense, and liability (including legal fees) arising directly or indirectly from the Participant's participation in the Contest, including, but not limited to, claims and damages of any kind to persons and property, defamation, trademark infringement, copyright infringement, design rights infringement, or other intellectual property rights infringement, and property damage.

The Participants acknowledge and agree that the opinions expressed by CMA CGM, its Representatives, its Partners, and any collaborator or speaker within the framework of the Competition are their own, respectively, and should not be taken into account by the Participants. The Participants acknowledge that any reliance on these opinions, advice, statements, or information is at their own risk. CMA CGM accepts no liability for any opinion, advice, statement, or information given during or in connection with the Competition.

## 11. TAXATION

The Prizes awarded to the Participants within the framework of this Competition are subject to the tax laws in force in the country of residence of the winners. It is the sole responsibility of the winners to comply with all tax obligations arising therefrom, including, but not limited to, the declaration of winnings and the payment of any applicable tax.

The winners must declare the prizes received in accordance with the applicable tax legislation. CMA CGM will not assume any responsibility for the non-declaration of the prizes by the winners or for the payment of any tax due in this respect. To this end, CMA CGM will issue and send to each winner of the Contest a certificate with the data corresponding to the Prize after the end of the calendar year or, if the internal law of the winner's location requires it, no later than the deadline provided by said legislation.

In accordance with the applicable tax legislation, CMA CGM may be required to withhold taxes on the prizes awarded. In such a case, the amount of the withholding will be deducted from the prizes before they are handed over to the winners.

It is recommended that the winners consult a tax advisor to obtain appropriate advice regarding their tax obligations related to the prizes received. CMA CGM will not provide any tax or legal advice to the winners.

By participating in the contest, the Participants release CMA CGM from any liability regarding tax obligations arising from the winnings received. CMA CGM disclaims any responsibility in the event of penalties, fines, or other sanctions imposed on the winners by the competent tax authorities.

# 12. PARTNERS

CMA CGM has entered into collaboration agreements with third-party companies that, among other things, will be involved in the selection and evaluation of the Participants, actively participate in the Pitch Day event (for example, by being part of the jury), and promote the Contest through branding, marketing, and communication campaigns (the "Partners"):

# 13. PROTECTION OF PERSONAL DATA

The companies CMA CGM S.A. and ZEBOX S.A.S are joint data controllers of personal data within the framework of the Contest.

Within the framework of the Contest, CMA CGM and ZEBOX may notably collect the following personal data:

- Last name
- First names
- Postal address
- Email address
- Phone number
- Identity documents, passports, Visa

CMA CGM and ZEBOX may collect the personal data of Participants for the following purposes:

- Processing of registrations
- Designation of Participants
- Organization of the stages of the Competition
- Designation and information of the winners
- Fraud prevention
- Implementation of Article 5 "Awards"
- Communication with Participants regarding future editions of the competition
- Institutional and/or educational and/or event-related and/or commercial communication by CMA CGM and ZEBOX in connection with the Competition.

CMA CGM and ZEBOX may transmit the collected personal data to any third party strictly for the exclusive realization of the aforementioned purposes. It is understood that these third parties will be subject to the rules of confidentiality and personal data security pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

CMA CGM and ZEBOX undertake to retain personal data collected and processed in connection with the Competition only for a period strictly necessary for the purposes pursued as set forth in these Rules. It is understood that this period includes the legal limitation period applicable for the purpose of preserving evidence of participation and the implementation of the Prize to allow any defense, if necessary, of the data controller.

By registering, each Participant and/or their representative(s), natural person(s), have consented to the collection and processing of their personal data for the strict aforementioned purposes. They have the right of access, portability, rectification, deletion, and objection pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. If the Participant requests deletion and/or objects to the processing of their personal data following their registration, this may result in their exclusion from the Prize.

To exercise their rights, Participants and their Representatives must contact the DPO of CMA CGM at the following address: ho.privacy@cma-cgm.com

Participants and/or their representatives may lodge a complaint with CNIL authority in case of difficulty: more information at www.cnil.fr

## 14. APPLICABLE LAW AND JURISDICTION

These Rules are governed by French law.

ANY DISPUTE RELATING TO THE EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, AND TERMINATION OF THE REGULATION OR THE NON-CONTRACTUAL LIABILITY OF THE PARTIES RELATED THERETO SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF MARSEILLE, FRANCE, IN THE FIRST INSTANCE.