

REGULATIONS OF RECRUITMENT AND ACCELERATION FOR THE ACCELERATION PROGRAM "POLAND PRIZE POWERED BY KIELCE TECHNOLOGY PARK"

I. GENERAL INFORMATION

1. The Regulations define the rules for the recruitment of Startup teams and the participation of Startups in the Acceleration Program of the project entitled "Poland Prize powered by Kielce Technology Park" (hereinafter: "Acceleration Program" or "Project"), implemented by the Municipality of Kielce - Kielce Technology Park (hereinafter: "Accelerator") in accordance with the agreement no. POIR.02.05.00-00-0016 / 20 concluded with the Polish Agency for Enterprise Development.
2. The project is co-financed by the European Union under the Intelligent Development Operational Program 2014-2020, under Priority Axis 2: Support for the environment and the potential of enterprises to conduct R & D & I activity, Measure 2.5 Acceleration programs - Poland Prize. The accelerator is the grantee responsible for the distribution of the grant between Startups that meet the formal and substantive requirements and are the final beneficiaries of state aid.
3. Contact details of the Accelerator: Kielce Technology Park ul. K. Olszewskiego 6, 25-663 Kielce, phone no. 48 41 27 87 200, e-mail: biuro@technopark.kielce.pl
4. The project is implemented by the Accelerator in the period from May 1, 2021 to October 30, 2023. Under the Acceleration Program, 3 rounds are planned, preceded by recruitment. In total, 36 Startups will participate in the Acceleration Program.
5. Each round is divided into the following phases:
 - a) Collection of ideas for the Acceleration Program;
 - b) Initial formal and substantive grade 1 assessment of the ideas submitted;
 - c) 2nd degree substantive assessment of "Selection Days" - presentation of ideas before the Panel of Experts selected during the initial assessment of ideas;
 - d) Announcement of the ranking list of Startup teams qualified for a given round;
 - e) Signing a preliminary contract with Startup teams whose ideas have been selected for the Project;
 - f) establishment or acquisition by a Startup team of a Polish capital company that will be a participant in the Acceleration Program;
 - g) Conclusion of a grant agreement 1 for the implementation of activities under Stage I. "Soft-landing and Development";
 - h) Implementation of activities under Stage I. "Soft-landing and Development";
 - i) After successfully completing Stage I and selecting a Startup to participate in Stage II. "Acceleration" - conclusion of a grant agreement 2;
 - j) Implementation of activities under Phase II. "Acceleration";
 - k) Demo Day - presentations of Startup solutions;
 - l) Postacceleration.

II. PURPOSE AND BASIC RULES OF THE ACCELERATION PROGRAM

1. The purpose of the Acceleration Program is to improve the innovativeness of the Polish economy by supporting Startups in the development of solutions that will meet the needs of business clients, with particular emphasis on solutions dedicated to the development of sectors indicated in the documentation.
2. The accompanying objective is to increase the involvement of large and medium-sized enterprises from Poland in the development of Startups by directing their own financial, personal and technical resources to the acceleration process, gaining experience and creating a legal framework for such cooperation.
3. Only a Polish capital company (limited liability company, simple joint-stock company or joint-stock company) established or acquired by members of a Startup team may participate in the Acceleration Program (also known as a "Startup").
4. During the Acceleration Program, Startup may receive a grant constituting state aid. During Stage I. "Soft-landing and Development", the grant may not exceed PLN 50,000, and during Stage II. The "acceleration" grant may not exceed PLN 250,000.
5. Participation in Stage I takes place on the basis of a grant agreement for Stage No. I. ("grant agreement 1"). Participation in Stage II takes place on the basis of a grant agreement for Stage II. ("Grant agreement 2").
6. The value of the grant for a given Startup will be specified in detail in the grant agreement 1 and the grant agreement 2.

III. PARTICIPANTS OF THE ACCELERATION PROGRAM

1. The Acceleration Program is directed primarily to Startup teams from Central and Eastern Europe, ie in particular to teams from the following countries: Ukraine, Czech Republic, Slovakia, Croatia, Hungary, Belarus.
2. The accelerator will focus especially on solutions that will contribute to the development of Industry 4.0 as part of the Industrial Internet of Things (IIoT) / Augmented Reality (AR) and Artificial Intelligence specialization (so-called Project industry paths).
3. Startups not belonging to the above-mentioned industries may also participate in the Acceleration Program, if they respond to technological challenges or the needs of Technology Recipients or Investors.
4. The Startup solution must fit into at least one thematic section of the National Smart Specializations (KIS). The KIS list is available at <https://smart.gov.pl/en/>.
5. The participant of the Acceleration Program may be the entity referred to in Art. 35 sec. 3 of the Act of 11 July 2014 on the principles of implementation of programs in the field of cohesion policy financed under the 2014-2020 financial perspective. The Startup must therefore be a micro or small entrepreneur meeting the conditions set out in Art. 22 of the EC Regulation No. 651/2014 and must also meet the conditions set out in § 21 of the Regulation of the Minister of Infrastructure and Development of July 10, 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Intelligent Development Operational Program 2014-2020. The Startup must operate in the form of a capital company in which at least half of the shares are held by persons who do not have Polish citizenship and at least one of the members of the company's management board does not have Polish citizenship.
6. Only a Startup that started operating in the Republic of Poland in connection with activities undertaken by the Accelerator, including by selecting a Startup to participate in the Acceleration Program, may participate in the Acceleration Program. In particular, this means that the Startup would not exist in the Polish economic

environment, if not for the Poland Prize program and the Accelerator's involvement. Until the completion of Stage II. "Acceleration", the Accelerator cannot be an entity with capital involvement in Startup (Accelerator does not acquire Startup shares or stocks).

7. Startups that previously participated in the Poland. Business Harbor Program may participate in the Acceleration.

8. If the Startup team does not have a capital company at the time of concluding the preliminary agreement, it will be given the opportunity of legal consultation from the Accelerator in order to establish such a company.

9. The Startup must be a company that:

- a) was not registered earlier than 5 years from the planned date of signing the grant agreement 1;
- b) has not been listed on the stock exchange;
- c) has not distributed profits;
- d) was not formed as a result of a merger;
- e) is not related personally or by capital (including partners or members of the Startup team) with the Accelerator, the Polish Agency for Enterprise Development or the business partner whose challenge / need the Startup responds;
- f) is not excluded from the possibility of obtaining a grant, which means that:
 - a member of the Startup team has not been convicted by a final judgment for the offense of: making false testimony, bribery, against property, credibility of documents, trading in money and securities, business transactions, banking system, for penal fiscal or other offenses related to the performance of business activities or committed for the purpose of achieving financial benefits;
 - a member of Startup's governing bodies has not been convicted by a final judgment for the offenses described above;
 - The Startup does not have any arrears in public law receivables, is not under receivership, is not in the process of liquidation or bankruptcy proceedings;
 - The Startup is not under an obligation to repay the aid resulting from the decision of the European Commission declaring the aid illegal and incompatible with the internal market or resulting from Art. 207 paragraph. 4 of the Act of 27 August 2009 on Public Finance.

10. The Startup may only take part in one round of the Acceleration Program. Only a Startup who previously successfully completed Stage I may participate in Stage II.

11. Participation in the Poland Prize program implemented by another accelerator prevents participation in the Acceleration Program.

12. As part of the Acceleration Program, only a solution to which the Startup has exclusive rights (including intellectual property rights) and to which it is entitled to dispose of on its own behalf may be accelerated. The solution must be free from any legal burden, security or any third party claim.

13. The Startup may not conduct business activities in the following areas:

- manufacturing, processing or marketing of tobacco and tobacco products,
- production or marketing of alcoholic beverages,
- production or marketing of pornographic content,
- trading in explosives, weapons and ammunition,
- games of chance, mutual wagering, slot machine games and slot machine games with low prizes,
- production or marketing of narcotic drugs, psychotropic substances or precursors,

- block exemptions specified in Art. 1 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market pursuant to Art. 107 and 108 of the Treaty on the Functioning of the European Union.

IV. RECRUITMENT FOR THE ACCELERATION PROGRAM

1. The condition for the Startup team to qualify for the Accelerator Program is the successful completion of the idea selection process and the conclusion of an initial contract with the Accelerator.
2. Applications for the Acceleration Program should be submitted by completing the application form available at: <https://gust.com/accelerators/kielce-technology-park> by the end of the given deadline.
3. The application form should be completed in English. Applications prepared in other languages will not be considered.
4. The application form is only completed online and is thus submitted.
5. Originators are required to attach to the application form a presentation of the idea in the form of a .ppt or .pdf file in which it will present the main assumptions of the submitted project (max. 12 slides).
6. The submitted idea must respond to the challenges presented by the Recipients of the technology or Investors available on the website: www.technopark.kielce.pl/polandprize.
7. The following 3 rounds for the recruitment of ideas were assumed:
 - 25.10.2021 – 01.01.2022
 - 01.02.2022 – 30.04.2022
 - 01.10.2022 – 31.12.2022
8. The dates indicated in point 7 may be changed. The Accelerator will inform about any changes on the website www.technopark.kielce.pl/polandprize.

V. ASSESSMENT OF SUBMITTED APPLICATION FORMS

1. The application forms of Startup teams will be assessed in three steps:
 - initial formal assessment,
 - 1st degree substantive assessment,
 - 2nd degree substantive assessment - Selection Days
2. The initial formal assessment will be made on a yes / no basis, taking into account the following criteria. Failure to meet any of the criteria will result in rejection of the application:
 - are all fields in the application completed?
 - does the submitted idea concern economic activity excluded from the possibility of granting public aid?
 - does the idea for the solution belong to the Startup team?
 - will at least half of the shares in Startup be held by people who do not have Polish citizenship and at least one of the members of the company's management board will not have Polish citizenship?
 - is the submitted idea for a solution not currently assessed by another accelerator of the Poland Prize Program?
 - has the Startup team read the Regulations and accept their provisions?

3. The formal assessment of the application form is performed by 2 employees of the Accelerator on the basis of the Formal Assessment Sheet constituting Appendix No. 1 to the Regulations.
4. 1st degree substantive assessment is based on the submitted application form and multimedia presentation. This assessment is performed by 2 employees of the Accelerator on the basis of the 1st degree Substantive Assessment Card constituting Appendix No. 2 to the Regulations, which specifies in detail the substantive criteria for selecting the ideas submitted.
5. During the 1st degree substantive assessment, the submitted idea may receive a maximum of 4 points. The idea must obtain a minimum of 1 point in the criterion "Area of Startup's activity" and a minimum of 1 point in the criterion "Matching the solution to the challenge posed by the Recipient of the Technology or Investor". If the Startup team in the application does not specify a Business Partner whose challenge / need it wants to respond to, the Accelerator, based on the content of the application, will determine the adequacy of the submitted idea to the known challenges / needs of Business Partners.
6. The Startup team will be informed about the result of the initial formal assessment and the 1st degree substantive assessment, whether it was qualified for the content-based assessment 2. - "Selection Days" at least 2 weeks before the planned presentation date in the form of an e-mail sent to the address provided in the application form.
7. The content-related assessment of the 2nd degree of the "Selection Days" is based on an online presentation with the use of the Zoom Internet communicator. A Startup team that does not conduct a presentation will be automatically excluded from the 2nd degree substantive assessment procedure.
8. The content-related assessment of the 2nd degree of the "Selection Days" is carried out by the Project Assessment Committee, consisting of 2 representatives of the Accelerator and a representative of the Technology Recipient or Investor. In the case of a Startup team that has not selected a business partner, the 2nd degree substantive assessment will be attended by a representative of the Recipient of the technology or the Investor whom the Accelerator assigned to the application during the 1st degree substantive assessment. The assessment is made on the basis of the 2nd degree content-related assessment sheet constituting Appendix No. 3 to the Regulations.
9. During the 2nd degree substantive assessment, the submitted idea may receive a maximum of 22 points.
10. The number of points obtained by the Startup team will determine the qualification for the Acceleration Program. For each round of the Acceleration Program, 12 Startup teams will be qualified, which will receive the highest number of points as part of the content-related assessment of the 2nd degree "Selection Days". The Accelerator will also prepare a reserve list, which will include the scores of the Startup teams that were not selected to participate in the Acceleration Program of the given round. The list of selected Startup teams will be published on the Accelerator's website.
11. In a situation where Startup teams receive the same number of points, the decisive criterion is the number of points obtained during the "Project presentation" assessment.
12. The Startup team is not entitled to appeals against a negative decision on qualifying for the Acceleration Program and awarding a grant.
13. The Startup teams that qualify for participation in the Acceleration Program will sign a preliminary agreement in which they undertake to establish or acquire or adjust a Polish capital company within 3 weeks of signing the agreement. The preliminary agreement is not the basis for awarding a grant. The grant may only be granted to a Startup.

14. Announcements about the recruitment will be published on the website <https://gust.com/accelerators/kielce-technology-park>, where also announcements and information related to the Project will be published.

15. After the creation (acquisition or adjustment) of a capital company and meeting all formal criteria necessary to conclude the grant agreement 1, the members of the Startup team will inform the Accelerator about it, and then, after successfully verifying the possibility of signing the grant agreement 1 and verifying its attachments, the grant agreement 1 will be signed. Upon the signing of the grant agreement 1, the Startup's participation in the Acceleration Program begins and it has the ability to carry out tasks related to Stage I. "Soft-landing and Development".

16. If, for reasons beyond the control of the Accelerator, the grant agreement 1 is not signed or the formal or substantive requirements allowing the signing of this agreement are not met, the Accelerator may sign a preliminary agreement or grant agreement 1 with the Startup team or the Startup that received the highest score and was placed on a reserve list.

17. Due to the fact that under the Project "Poland Prize powered by Kielce Technology Park", a certain number of Startups must belong to the so-called industry paths and - at Stage II. "Acceleration" - to cooperate with the Technology Recipient or Investor, the Accelerator may resign from concluding a grant agreement 1 or a grant agreement 2 with a given Startup and conclude such an agreement with a Startup whose participation in the Acceleration Program ensures the implementation of the Startup indicator of a given type.

VI. PAYMENT OF GRANTS AND PARTICIPATION OF STARTUPS IN STAGE I. "SOFT-LANDING AND DEVELOPMENT"

1. Stage I. "Soft-landing and Development" covers activities of a bridging nature, which are to provide the Startup with the necessary conditions to undertake proper business activity and individualized activities necessary to develop the Startup's operations in Poland.

2. Stage I. "Soft-landing and Development" lasts no longer than 3 months from the date of concluding the grant agreement 1.

3. The Appendices to the grant agreement 1 are: 1) Individual development plan - an Accelerator's work plan with a given Startup, specifying milestones, consisting of a detailed budget of an individual development plan and a schedule of an individual development plan, 2) appendices confirming that the Startup meets the formal requirements necessary for conclusion of this contract.

4. The amount of the awarded grant will be determined individually on the basis of the Detailed budget of the individual development plan presented by Startup and approved by the Accelerator.

5. Each Startup may receive support from a concierge selected from the list provided by the Accelerator, whose task is to provide support in organizing basic issues related to living and starting a business in Poland. This support concerns, inter alia, issues related to providing medical care, finding accommodation, contacts with banks, etc. Concierge support is paid from the grant awarded to the Startup.

6. Soft-landing costs cannot exceed 20% of the sum of Stage I costs. Soft-landing and Development.

7. Soft-landing costs include in particular the costs of:

- a) purchase of "concierge" services - up to 50% of the Soft-landing costs;
- b) remuneration of Startup employees participating in the implementation of an individual development plan, including persons involved on the basis of civil law contracts.

8. The costs of the Development stage include in particular the costs of:

- a) remuneration of Startup employees participating in the implementation of an individual development plan, including people involved on the basis of civil law contracts, other than those provided for the Soft-landing phase;
- b) purchase of services;
- c) purchase of fixed assets;
- d) purchase of intangible assets;
- e) information and promotion activities.

9. During Stage I. "Soft-landing and Development", the Startup has one milestone to implement, the achievement of which means that 1) the Startup conducts business activity confirmed by an entry in the National Court Register and that 2) the Startup has established cooperation with a business partner. The confirmation of establishing cooperation is a written document on this cooperation, signed by the Startup and the business partner.

10. The schedule of the individual development plan may include the payment of the grant amount for the Startup in the form of an advance payment, where:

- a) with regard to the Soft-landing operation, the maximum value of the advance payment tranche is 100% of the costs specified in the Detailed budget of the development plan;
- b) for the measure Development, the maximum value of the advance tranche is up to 40% of the costs specified in the Detailed budget for the development plan.

11. Detailed rules for the payment and return of the advance payment will be specified in the grant agreement 1.

12. The detailed budget of the Individual Development Plan (for Stage I) and Individual Acceleration Plan (for Stage II) will contain the market values of the costs that the Startup intends to incur in relation to the development of its solution. The Startup should have a market analysis on the basis of which it determined market values and submit this analysis to the Accelerator. Only the so-called eligible costs, i.e. costs indicated in points VI.7, VI.8 and VII.10 of the Regulations. The Grant may not finance VAT on goods and services purchased by Startup, nor may it finance other public liabilities that may be recovered by Startup.

VII. PAYMENT OF GRANTS AND PARTICIPATION OF STARTUPS UNDER STAGE II. "ACCELERATION"

1. During Stage II. "Acceleration" the Startup cooperates with one of the project's business partners. A business partner may act as a technology recipient or investor. This stage should end with the pilot implementation of the Startup solution at the Technology Recipient (the so-called validation) or - in the case of cooperation with the Investor - verification of the business results assumed before Stage II, which in turn should precede the capital investment. In the event of cooperation with the Investor, before the development of the Schedule and Detailed Budget of the Individual Acceleration Plan, the Startup signs a pre-investment agreement with the Investor (*term sheet*), which will specify the business results that the Startup is to achieve with the third milestone. The pre-investment agreement (or at least an excerpt from it containing these business results) constitutes an Appendix to the grant agreement 2.

2. Stage II. "Acceleration" lasts no longer than 9 months from the date of the grant agreement 2.

3. Maximum value of the awarded grant Stage II. "Acceleration" is PLN 250,000. The grant amount will be specified in the Detailed budget of the individual acceleration plan. The schedule and detailed budget must be approved by the Accelerator, Startup and Business Partner.

4. For Stage II. "Acceleration" has 3 milestones. Their implementation must be consecutive, as they reflect the development of the Startup solution. Reaching the first milestone allows the payment of 23% of the grant, reaching

of the second milestone - the payment of 32% of the grant, and reaching of the third - the payment of 45% of the grant.

5. In exceptional situations, the schedule of an individual acceleration plan may provide for an advance payment of grants for the achievement of individual milestones and change their value, the advance payment may not be more than 30% of the grant, and the third milestone must constitute at least 45% of the grant provided for the Stage II. "Acceleration".

6. The Schedule and Detailed Budget of the Individual Acceleration Plan contain a description of each of the milestones, the indicators that must be achieved and the costs that are incurred in relation to these stones.

7. In addition to the technological and business development of its solution, during the Acceleration process, the Startup must develop a business model, investment teaser, pitchdeck and a Demo Day presentation.

8. The Startup may not fully entrust the implementation of the tasks indicated in the Schedules and Detailed budgets of the Individual Development Plan and Individual Acceleration Plan to third parties being the Startup's subcontractors. This means that the Startup should first of all develop its solution on its own. The maximum value of the services commissioned to subcontractors may not exceed 50% of the Individual Acceleration Plan budget. In exceptional circumstances, the Accelerator may consent to a higher value of the services commissioned to subcontractors.

9. The Startup obtains the right to receive a grant tranche when it completes a given milestone correctly and on time. The Startup confirms the completion of the milestone on the basis of documents which clearly show that the goal of a given milestone has been achieved and the cost provided for in the Detailed Budget has been incurred.

10. The costs that the Startup may incur during Stage II. "Acceleration" are in particular the costs of:

- a) remuneration of Startup employees participating in the implementation of an individual acceleration plan, including people involved on the basis of civil law contracts;
- b) purchase of services;
- c) purchase of fixed assets,
- d) purchase of intangible assets;
- e) information and promotion activities.

11. The Startup will inform the Accelerator and the Business Partner on an ongoing basis if any events occur that require a change in the Schedule or the Detailed budget of the Individual Acceleration Plan. Changing these documents requires the signing of the annex by the Accelerator and Startup and the consent of the business partner.

12. During Stage II. "Acceleration" services for the Startup will be provided by the Startup supervisor. The Startup supervisor is a person supporting the Startup in cooperation with a business partner, whose aim is to facilitate the process of developing the solution in terms of the best possible response to the challenge / needs of the business partner. The remuneration of the Startup Supervisor is financed from the grant and will be included in the Detailed budget of the Individual Acceleration Plan. The Startup supervisor will be engaged 32 hours a month in each month of Phase II.

13. An element of the Acceleration Program is a Demo Day, during which each Startup will present itself and present the development of its solution created as a result of participation in the Acceleration Program. The Startup undertakes in the Grant Agreement 2 to participate in the Demo Day.

14. The Acceleration Program is mainly conducted in English. Some classes as part of the Acceleration Program may take place in the languages spoken by the participating members of the Startup teams.

15. The Startup will be able to take advantage of free of charge:

- practical design workshops based on the Design Thinking methodology moderated by the Accelerator in which the Startup and the Technology Recipient or Investor will participate, aimed at the best definition of the solution created by the Startup,
- development by the Accelerator of the Startup logotype along with the brand book (if the Startup does not have one yet);

These services are provided free of charge by the Accelerator and are not financed from the grant, as they are part of the creation of a Startup community by the Accelerator.

16. The Accelerator may also provide other free services, at its discretion, in particular taking into account the individual needs of Startups.

17. In the event of spending the received grant for purposes unrelated to the project implemented by Startup and in the event of improper implementation of the provisions of the grant agreement 1 or the grant agreement 2, the Accelerator will be entitled to withdraw from the agreement and demand reimbursement of aid with interest, as well as to claim compensation in full scope (i.e. covering the entire value of the damage suffered by the Accelerator). The exact conditions of the Accelerator's rights in this respect will be specified in the grant agreement 1 and the grant agreement 2.

VIII. POST-ACCELERATION ACTIVITIES

1. Each Startup will be able to take part in postacceleration, which will be developed for the Startup by the Accelerator's team, mentors and experts from Technology Recipients or Investors. The post-acceleration model will be individualized for each Startup.
2. The Accelerator will monitor Startups, contacting Startups every 6 months for a period of 2 years. Monitoring will consist of a questionnaire survey and a phone call / Zoom application in order to observe changes in the Startup's operations and verify their business assumptions.
3. The Accelerator will organize cyclical technological reviews (events during which the Startup can present its solution and establish relationships that enable obtaining funds for further development).
4. The Accelerator will periodically send Startups information about available calls for proposals and subsidy programs, which they can use for further development.

IX. IMPLEMENTATION OF SOLUTIONS WORKED DURING THE ACCELERATION PROGRAM

1. Due to the participation of the Startup in the Acceleration Program, no rights to the developed idea are transferred to the Accelerator. Unless otherwise stated in the contracts or agreements concluded by Startup, the sole entitled to the created solution is the Startup.
2. Commercialization (eg. sale of property rights) of the developed solution is carried out between the Startup and the Recipient of the technology or the Investor. Participation in the Acceleration Program does not oblige the Startup to commercialize the solution through cooperation with a business partner with whom the Startup develops its idea under Stage II. "Acceleration".
3. In the event of implementation / commercialization of the Startup solutions within 12 months from the end of the Acceleration Program round, the Startup should inform the Accelerator about it.

X. INFORMATION CLAUSE FOR MEMBERS OF THE STARTUP TEAM

1. Fulfilling the information obligation resulting from Art. 13 sec. 1 and sec. 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws UE.L.2016.119.1), hereinafter referred to as the GDPR - in connection with obtaining personal data from members of the Startup team who are natural persons, the following is indicated:

2. The administrator of personal data is the Accelerator: Gmina Kielce - Kielce Technology Park with its seat in Kielce, ul. Olszewskiego 6, 25-663 Kielce, e-mail address: biuro@technopark.kielce.pl. Contact details to the Data Protection Officer: iod@technopark.kielce.pl.

3. Personal data of members of the Startup team will be processed pursuant to Art. 6 sec. 1 (b) GDPR - i.e. in order to select ideas for solutions prior to the conclusion of the contract, and then accelerate Startups, i.e. in order to conclude and perform the preliminary contract and grant agreement 1 and 2, pursuant to art. 6 sec. 1 (c) GDPR - in order to fulfill the legal obligations of the administrator regarding invoices and other documents related to tax obligations and pursuant to art. 6 sec. 1 (f) GDPR - in order to pursue claims due to the Kielce Commune - Kielce Technology Park in connection with this agreement. In addition, personal data may be processed in order to defend the Accelerator against potential claims, for the purposes indicated in the post-acceleration activities and to monitor the development of the Startup and to perform the Accelerator's obligations towards the Polish Agency for Enterprise Development resulting from the terms of the Project implementation.

4. The recipients of personal data indicated in point 1 will be: employees, associates and advisers of the Accelerator, Representatives of Technology Recipients and the Investor, people participating in the Acceleration Program (such as mentors, experts, concierge and Startup supervisor).

5. Personal data indicated in point 1 will not be transferred to a third country or an international organization.

6. Personal data will be stored until the end of the Project implementation, taking into account its durability period, for at least 10 years from the date of expiry of the Project co-financing agreement.

7. The originator to whom the personal data relates is entitled to:

- obtain from controllers confirmation as to whether they process personal data concerning him and obtain access to such data;
- demand that the administrators immediately rectify personal data concerning him/her that are incorrect, and taking into account the purposes of processing, he/she has the right to request supplementing incomplete personal data, including by providing an additional statement;
- requests from administrators to immediately delete personal data concerning him/her subject to section 6 of this section;
- requests from administrators to limit the processing of personal data
- object to the processing of personal data - in the case of processing personal data pursuant to art. 6 (1) (f) of the GDPR.

8. Originators have the right to lodge a complaint with the President of the Personal Data Protection Office, if they consider that the processing of their personal data violates the provisions, including the GDPR.

9. Providing personal data by the Originators is a condition for applying for participation in the Project recruitment process and, consequently, concluding a preliminary contract. The consequence of the applicant's failure to provide data will be the inability to participate in the Project.

10. Detailed rules for the processing of personal data of Startup members during the Acceleration Program will be specified in a separate agreement.

XI. FINAL PROVISIONS

1. The Regulations enter into force on 25.10.2021 and are subject to Polish law, therefore they should be interpreted in accordance with Polish law. In the event of inconsistencies between the provisions of the Regulations and the agreement concluded by the Accelerator with the company, the provisions of this agreement shall apply.

2. The Accelerator reserves the right to amend the Regulations, in particular if it is necessary to adapt them to generally applicable law, the provisions of the documents regulating the functioning of the Poland Prize program and the guidelines of the Polish Agency for Enterprise Development.

3. Any disputes arising in connection with the Regulations and recruitment to the Accelerator Program will be settled first through bona fide negotiations of the parties, and in the event of failure to reach an agreement - by a common court having jurisdiction over the Accelerator's place of business.

4. The regulations were drawn up in the English and Polish language versions. In case of any doubts, the Polish language version is binding.

Appendixes:

- 1) Formal Assessment Sheet
- 2) 1st degree Substantive Assessment Sheet
- 3) 2nd degree Substantive Assessment Sheet
- 4) Preliminary agreement with the Startup
- 5) Preliminary agreement with the Originator
- 6) Grant agreement I
- 7) Grant agreement II