

**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](mailto: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, 4 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) 2<sup>nd</sup> 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 addressed primarily to startup teams from Europe, i.e. especially for teams from the countries: Czech Republic and Slovakia, and for teams from the Asian area.
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: <http://www.technopark.kielce.pl/polandprize>.
7. The following 4 rounds for the recruitment of ideas were assumed:
  - 25.10.2021 – 31.01.2022
  - 01.02.2022 – 31.05.2022
  - 01.06.2022 – 17.10.2022
  - 18.10.2022 – 31.12.2022
8. The dates indicated in point 7 may be changed. The Accelerator will inform about any changes on the website: <http://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. 1<sup>st</sup> 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 1<sup>st</sup> 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](mailto:biuro@technopark.kielce.pl). Contact details to the Data Protection Officer: [iod@technopark.kielce.pl](mailto: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 23.06.2022 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) 1<sup>st</sup> degree Substantive Assessment Sheet
- 3) 2<sup>nd</sup> degree Substantive Assessment Sheet
- 4) Preliminary agreement with the Startup
- 5) Preliminary agreement with the Originator
- 6) Grant agreement I
- 7) Grant agreement II

**Annex 1 to the Regulations**
**FORMAL EVALUATION SHEET**

<b>ID of the project</b>				
<b>Name and surname of the Originator</b>				
<b>Name of the Idea</b>				
<b>Evaluator</b>				
<b>No</b>	<b>FORMAL CRITERIA</b>	<b>YES</b>	<b>NO</b>	<b>NOT APPLICABLE (only point 7)</b>
1	All fields in the application are filled with text.			
2	<p>The idea described in the application form does not apply to the activities described in § 4 sec. 3 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Operational Program Innovative Development 2014-2020 (Journal of Laws, item 1027):</p> <ul style="list-style-type: none"> <li>• manufacturing, processing or marketing of tobacco and tobacco products;</li> <li>• production or marketing of alcoholic beverages;</li> <li>• production or marketing of pornographic content;</li> <li>• trading in explosives, weapons and ammunition;</li> <li>• games of chance, mutual wagering, slot machine games and slot machine games with low prizes;</li> <li>• production or marketing of narcotic drugs, psychotropic substances or precursors.</li> </ul>			
3	<p>The originator is the owner of the described idea, and the described product is not covered by proceedings for the reservation of industrial or intellectual property rights by other entity / s or person / s.</p> <p><i>(assessment based on the Originator's declaration selected in the application form)</i></p>			
4	<p>At least half of the shares will be held by persons who do not have Polish citizenship and at least one of the members of the company's management board will not have Polish citizenship.</p> <p><i>(assessment based on completed fields in the application form in the "Team" section)</i></p>			
5	<p>The described idea is not currently evaluated by any other Accelerator of the Poland Prize program than the one to which the application was sent.</p> <p><i>(assessment based on the Originator's declaration selected in the application form)</i></p>			
6	<p>The originator has read the Project Regulations and accepted its provisions.</p> <p><i>(assessment based on the Originator's declaration selected in the application form)</i></p>			
7	<p>If the idea works within an existing capital company registered in Poland, it is:</p> <p>a) The entity referred to in Art. 35 sec. 3 of the Implementation Act; a micro-entrepreneur or a small entrepreneur meeting the conditions specified in art. 22 of the EC Regulation No. 651/2014, and meeting the conditions set out in § 21 of the Regulation and operates in the form of a capital company in which at least half of the shares or stocks are held by persons who do not have Polish citizenship and at least one of the company's management board members does not have Polish citizenship.</p> <p>b) A member of the team has not been convicted by a final judgment for the offense of: giving false testimony, bribery, against property, credibility of documents, trading</p>			

<p>in money and securities, business transactions, banking system, for penal fiscal or other offenses related to the performance of business or committed for the purpose of achieving financial benefits;</p> <p>c) a member of the management bodies has not been convicted by a final judgment of the offenses described in point 1 above;</p> <p>d) is not in arrears in relation to public law receivables or is under receivership or is in the process of liquidation or bankruptcy proceedings;</p> <p>e) it is not under an obligation to recover 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.</p> <p><i>(assessment on the basis of completed fields in the application form in the "Main information" section - if the Originator indicates that the submitted idea operates under an existing capital company registered in Poland during the formal assessment, the Evaluator asks the Originators for additional statements)</i></p>			
<p align="center"><b>FORMAL EVALUATION</b></p> <p align="center">POSITIVE/NEGATIVE<sup>1</sup></p>			

Kielce, date .....

signature of the Evaluator

*In order to receive a positive formal evaluation and move to the substantive evaluation stage, all formal criteria must be met.*

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<sup>1</sup> Delete as appropriate



**Annex 2 to the Regulations**
**SUBSTANTIVE 1<sup>st</sup> GRADE EVALUATION SHEET**

<b>ID of the project</b>		
<b>Name and Surname of the Originator</b>		
<b>Name of the idea</b>		
<b>Evaluator</b>		
<b>No</b>	<b>SUBSTANTIVE CRITERIA</b>	<b>Number of points awarded (0-2)</b>
1	Startup area of activity (preferred industry areas): <ul style="list-style-type: none"> <li>2 points - the idea will fit into the preferred industry areas - Industrial Internet of Things or Artificial Intelligence.</li> <li>1 point - the idea will fit into at least one thematic section of National Smart Specializations (NSS)</li> <li>0 points - the idea will not fit into at least one thematic section of the National Smart Specializations (NSS)</li> </ul>	
<b>Indicate the National Smart Specialization:</b>		
2	Matching the solution to the challenge posed by the Recipient of the Technology or Investor: <ul style="list-style-type: none"> <li>2 points - the idea directly responds to the challenge set by the Recipient of the Technology or the Investor.</li> <li>1 point - the idea indirectly responds to the challenge set by the Recipient of Technology or Investor and there is a need to clarify the information on the solution.</li> <li>0 points - the idea does not meet the challenge set by the Recipient of the Technology or the Investor.</li> </ul>	
<b>Identify the challenge to which the solution corresponds and briefly justify the assessment:</b>		
<b>1st GRADE SUBSTANTIVE ASSESSMENT</b> POSITIVE/NEGATIVE <sup>2</sup>		

Kielce, date .....

Signature of the Evaluator

2 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 Technology or Investor" in order to obtain a positive assessment

**Annex 3 to the Regulations**
**2nd GRADE SUBSTANTIVE EVALUATION SHEET**

<b>ID of the project</b>		
<b>Name and Surname of the Originator</b>		
<b>Name of the Idea</b>		
<b>Evaluator</b>		
<b>No</b>	<b>SUBSTANTIVE CRITERIA</b>	<b>Number of points awarded</b>
1	Description of the solution: <b>2 points</b> - a detailed and clear description of the idea and the needs to which the solution responds, allowing to understand its essence <b>1 point</b> - incomplete description of the idea and the needs to which the solution responds, allowing to understand its essence <b>0 points</b> - general information, not allowing to learn the essence of the solution	
2	Product advancement level, its maturity, readiness for implementation: <b>2 points</b> - TRL IV-IX <b>1 point</b> - TRL III <b>0 points</b> - TRL I-II	
3	Innovation of the solution that meets the definition of innovation set out in the Oslo manual: <b>2 points</b> - Introduction of a new solution not existing on the market so far <b>1 point</b> - Introduction of a significantly improved solution that is already operating on the market <b>0 points</b> - No innovation	
4	Market and competitive advantages: <b>2 points</b> - A detailed description of the market has been presented, competitive solutions have been analyzed and the competitive advantages of the presented solution have been identified - the idea has a competitive advantage <b>1 point</b> - Incomplete information on the market, analysis of competitive solutions and identification of competitive advantages of the presented solution were presented <b>0 points</b> - Very general information was presented, which allows to conclude that the team did not carry out an in-depth analysis of the market	
5	Profitability and business model: <b>2 points</b> - the description includes the economic rationale and predictable profitability, the description of the planned costs of introducing the product to the market and the capital requirements are justified, adequate and necessary to implement the idea.	

	<p><b>1 point</b> - the description does not contain any of the assumptions: the economic justification and predictable profitability of the project or the description of the planned costs of introducing the product to the market and capital requirements are justified, adequate and necessary for the implementation of the idea.</p> <p><b>0 points</b> - the description does not contain economic justification and predictable profitability, the description of the planned costs of introducing the product to the market and the demand for capital are not justified, adequate and necessary for the implementation of the idea.</p>	
6	<p>Team competence level:</p> <p><b>2 points</b> - An experienced team with experience in product validation or implementation, able to implement a solution mainly by team members, the founders have a strong vision of the direction of development, a strong sense of competition, key problems, business gaps, a well-thought-out investment thesis</p> <p><b>1 point</b> - Team members have some previous experience in the industry or in running a business, have a vision and a chosen direction of development, no knowledge of business gaps, a defined investment thesis.</p> <p><b>0 points</b> - Inexperienced and unqualified team, no vision, no sense of market demand, unclear or weak investment thesis.</p>	
7	<p><b>Project presentation (conclusive criterion):</b></p> <p><b>10 points</b> - comprehensive presentation of technological and business issues during the presentation of the project, specific answers to the questions asked, matching the project to the needs of the Technology Recipient or Investor</p> <p><b>5 points</b> - general presentation of technological and business issues during the presentation of the project, no specific answers to the questions asked, poor adjustment of the project to the needs of the Technology Recipient or Investor</p> <p><b>0 points</b> - mismatch between the project and the needs of the Technology Recipient or Investor</p> <p>Prezentacja projektu.</p>	
<b>TOTAL OF POINTS AWARDED WITHIN THE 2nd GRADE SUBSTANTIVE EVALUATION</b>		

Kielce, date .....

Signature of the Evaluator

**Annex 4 to the Regulations****PRELIMINARY AGREEMENT****preceding participation in the Acceleration Program**

concluded in Kielce on the day of submitting the declaration of will by the last Party between:

**The Kielce Commune** with its seat in Kielce (Postal code: 25-303), ul. Rynek 1, REGON number 291009343, NIP number: 657-261-73-25, represented by: Ms. Justyna Lichosik - plenipotentiary, Director of the Kielce Technology Park acting on the basis of a power of attorney granted by the Mayor of Kielce,

hereinafter referred to as **"KTP"**,

and

..... based in ....., registration address: ul. ...., entered into the register of entrepreneurs of the National Court Register kept by the District Court ....., Commercial Division of the National Court Register under KRS number ....., with REGON number ..... and NIP number ....., with share capital in the amount of PLN ..... .. fully paid up,

represented by:

- ..... - .....,

hereinafter referred to as **"Startup"**,

and each entity separately as a **"Party"** or together as **"Parties"**,

which reads as follows:

Whereas:

The Startup sent the application of the Startup team that created the Startup as part of the recruitment procedure for the Acceleration Program implemented as part of the "Poland Prize powered by Kielce Technology Park" project (hereinafter: "Acceleration Program") by KTP;

the Startup project was selected to carry out development and acceleration activities under the Acceleration Program;

only a Polish capital company may participate in the Acceleration Program;

detailed rules of the Acceleration Program are included in the Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park" ("Regulations"), the content of which is known to the Startup;

The parties concluded this preliminary agreement:

## **Art. 1**

### **[General provisions]**

1. The Startup declares that it is a Polish capital company that will meet all formal requirements to be the final beneficiary participating in the Acceleration Program. The Startup confirms that it maintains its will to participate in the Acceleration Program.
2. The Startup declares that its creation took place in connection with the involvement of the KTP in order to start innovative business activities by members of the Startup team in the Republic of Poland. [or] The Startup declares that it participated in the Poland. Business Harbor program, thanks to which it started its business activity in the Republic of Poland.
3. The Startup declares that it will meet all formal requirements necessary to sign the grant agreement 1, specifying the terms of the Startup's participation in Stage I "Soft-landing and Development" (as defined in the Regulations), by ..... 2021 at the latest.
4. During the above-mentioned period, the Startup undertakes to actively cooperate with KTP in order to prepare the Schedule and Detailed Budget of the Individual Development Plan (as defined in the Regulations). KTP will submit to the Startup templates of these documents to be completed according to the individual needs of the Startup.
5. The schedule and detailed budget of the Individual Development Plan must take into account the real financial, technological and business feasibility of the assumptions of the Individual Development Plan. The costs indicated in the Individual Development Plan must reflect the market values of individual goods, services or employment. By signing the grant agreement 1, the Startup will present to the KTP documentation that it has conducted a market analysis for the cost items included in the Detailed Budget of the Individual Development Plan.
6. The Startup will prepare a Schedule and a Detailed Budget of an Individual Development Plan, where:
  - the total value of the grant for Stage I. "Soft-landing and Development" may not exceed PLN 50,000,
  - the total value for the Soft-landing activity cannot exceed 20% of the total grant value for the Stage
  - the cost of the Soft-landing operation may be fully paid in the form of an advance payment,



- the cost of the activity Development may be paid in the form of an advance payment up to 40% of its amount.
- 7. The Startup declares that it has read the documentation available on the Acceleration Program website, including in particular the Regulations.
- 8. The Startup declares that it is aware that the conclusion of this agreement is not the basis for granting the grant. The grant may be granted only on the basis of the grant agreement 1, which will be concluded only if the Startup meets all the formal requirements necessary for its conclusion within the deadline specified above.
- 9. The project reported by the Startup is related to the challenge or need of the business partner: ..... By signing the grant agreement 1, the Startup will strive to establish cooperation with this business Partner in particular. Optionally: the Startup will seek to cooperate with a business partner or investor (as defined in the Regulations).
- 10. The Startup represents and undertakes that:
  - the project reported by the Startup belongs to the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry path [or] Artificial Intelligence [or] does not belong to any of the Project industry paths, but is part of at least one of the National Intelligence Specializations;
  - On the date of signing the grant agreement 1, the Startup will be structured in such a way that at least half of the shares or stocks will be owned by persons who do not have Polish citizenship and at least one of the members of the company's management board will not have Polish citizenship;
  - The Startup will have the status of a micro or small entrepreneur meeting the conditions set out in Art. 22 of the EC Regulation No. 651/2014;
  - The Startup will not be personally or capital-related - within the meaning of Art. 6c paragraph. 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development - with KTP, the Polish Agency for Enterprise Development and with the above-mentioned business partner;
  - The Startup will have exclusive rights to the submitted innovative business idea and the full right to dispose of it on its own behalf;
  - The Startup will be free from any legal burden, security or any third party claim;
- 11. In order to facilitate the implementation of the Acceleration Program, the activities of the Startup may be registered in the Kielce Technology Park.
- 12. The Startup undertakes to inform the KTP in advance of any events that may hinder or prevent it from meeting the formal requirements necessary to conclude the grant agreement 1. In such a situation, the KTP has the right - at its own discretion - to extend the deadline for meeting the formal requirements necessary to sign the grant agreement 1 or submit a declaration of withdrawal from the contract (within fourteen days from informing about the above-mentioned Events). 1 The Startup will be immediately notified in writing or by e-mail about the withdrawal from the grant agreement.
- 13. In the event of fruitless expiry of the originally planned or extended period, this contract will expire, unless KTP agrees to a further extension of the period.

14. The Startup declares - on its own behalf and on behalf of the members of the Startup team - that it waives any claims against the KTP resulting from the failure to conclude a grant agreement 1 and will not pursue these claims in court or out of court. The Startup declares that all costs incurred by the Startup or members of the Startup team are incurred at its own risk.
15. Before signing the grant agreement 1 the Startup will submit to the KTP for verification the current SME status statement and the information form provided when applying for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fisheries. At the request of the KTP, other documents will be presented confirming the fulfillment of the formal requirements necessary to conclude the grant agreement 1.

## **Art. 2**

### **[Final Provisions]**

1. Any changes, amendments and additions to the contract require an annex to be valid in writing, in electronic form with a qualified electronic signature or in the documentary form consisting in the exchange of scans of the signed contract sent from the e-mail addresses intended for contact.
2. The contact on behalf of the KTP is made ....., phone number ....., e-mail: ..... ..
3. The contact on behalf of the Startup is made ....., tel. ...., e-mail: ..... ..
4. The law exclusively applicable to this contract and any disputes related to it is Polish law. In matters not covered by the contract, the provisions generally applicable in the territory of the Republic of Poland shall apply.
5. Any disputes that may arise in relation to or in connection with the contract, the Parties will endeavor to resolve by means of bona fide negotiations. In the event of failure to reach an agreement within 30 days or at any other time agreed by the Parties, the court competent for all matters related to the contract will be the court having jurisdiction over the city of Kielce.
6. If any provision of the contract is found to be invalid or ineffective, this does not affect the validity of the remaining provisions of the contract. In such a case, the Parties undertake to immediately replace (e.g. by means of an annex to the contract) the invalid or ineffective provision with a valid or effective provision, the purpose of which will be the same or similar to that of the invalid or ineffective provision.
7. The contract was drawn up in Polish and English. In the event of discrepancies, the Polish language version is binding.
8. The contract was drawn up in two identical copies, one for each of the Parties.

Signatures:

..... ..

KTP

..... ..

Startup

**Annex 5 to the Regulations****PRELIMINARY AGREEMENT****preceding participation in the Acceleration Program**

concluded in Kielce on the day of submitting the declaration of will by the last Party between:

The Kielce Commune with its seat in Kielce (Postal code: 25-303), ul. Rynek 1, REGON number 291009343, NIP number: 657-261-73-25, represented by: Ms. Justyna Lichosik - plenipotentiary, Director of the Kielce Technology Park acting on the basis of a power of attorney granted by the Mayor of Kielce,

hereinafter referred to as **"KTP"**,

and

....., residence address: ....., having the citizenship of ..... and the identification number ....., acting on its own behalf,

hereinafter referred to as the **"Originator 1"**,

and

....., residence address: ....., having the citizenship of ..... and the identification number ....., acting on its own behalf,

hereinafter referred to as the **"Originator 2"**,

and

....., residence address: ....., having the citizenship of ..... and the identification number ....., acting on its own behalf,

hereinafter referred to as the **"Originator 3"**,

collectively referred to as **"Originators"**,

and each entity separately as **"Party"** or together as **"Parties"**,

which reads as follows:

Whereas:

- Originator 1 sent the application of a startup team to which it belongs together with other Originators, as part of the recruitment procedure for the Acceleration Program implemented

under the project "Poland Prize powered by Kielce Technology Park" (hereinafter: "Acceleration Program") by KTP;

- The initiative of the Originators was selected to carry out development and acceleration activities under the Acceleration Program;
- Only a Polish capital company, in which Originators will be involved, may participate in the Acceleration Program;
- Detailed rules of the Acceleration Program are included in the Regulations for the recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park" ("Regulations"), the content of which is known to the Originators;

The Parties concluded this preliminary agreement:

### **Art. 1**

#### **[General provisions]**

1. The Originators undertake to establish or purchase a newly created Polish capital company, which may be the final beneficiary participating in the Acceleration Program ("Startup"). The Originators confirm that they maintain the will of the Startup to participate in the Acceleration Program.
2. The Originators undertake to take all factual and legal actions in order to have a Startup that will meet all formal requirements enabling participation in the Acceleration Program until ..... 2021 and will be ready to sign a grant agreement 1 on that day, specifying the terms of participation of the Startup in Stage I. "Soft-landing and Development" (as defined in the Regulations).
3. During the procedure of establishing or acquiring a company specially created for them, the Originators undertake to actively cooperate with the KTP in order to prepare the Schedule and Detailed Budget of the Individual Development Plan (as defined in the Regulations). KTP will provide the Originators with templates of these documents to be completed according to the individual needs of the Startup.
4. The schedule and detailed budget of the Individual Development Plan must take into account the real financial, technological and business feasibility of the assumptions of the Individual Development Plan. The costs indicated in the Individual Development Plan must reflect the market values of individual goods, services or employment. The originators, by signing the grant agreement 1, will present the Accelerator with documentation indicating that a market analysis has been conducted for the cost items included in the Detailed budget of the Individual Development Plan.
5. The originators will prepare the Schedule and Detailed Budget of the Individual Development Plan, whereby:
  - the total value of the grant for Stage I. "Soft-landing and Development" may not exceed PLN 50,000,

- the total value for the Soft-landing activity cannot exceed 20% of the total grant value for Stage I,
  - the cost of the Soft-landing operation may be fully paid in the form of an advance payment,
  - cost of the activity Development may be paid in the form of an advance payment up to 40% of its amount.
6. The originators declare that they have read the documentation available on the Acceleration Program website, including in particular the Regulations.
  7. The originators declare that they are aware that the conclusion of this agreement is not the basis for granting them a grant. The grant may be granted only to a Startup, and the grant agreement 1 will be concluded only if they meet all formal requirements necessary for its conclusion within the deadline specified above.
  8. The project proposed by the Originators is related to the challenge or need of the Business Partner: ..... By signing the grant agreement 1, the Startup will strive to establish cooperation with this business Partner in particular. Optionally: the Startup will seek to cooperate with a business partner or investor (as defined in the Regulations).
  9. The Originators declare and undertake that:
    - the project they reported belongs to the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry path [or] Artificial Intelligence [or] does not belong to any of the Project industry paths, but falls under at least one of the National Intelligence Specialization;
    - on the day of signing the grant agreement 1 Startup will be shaped in such a way that at least half of the shares or stocks will be owned by people who do not have Polish citizenship and at least one of the members of the Startup management board will not have Polish citizenship;
    - The startup will have the status of a micro or small entrepreneur meeting the conditions set out in Art. 22 of the EC Regulation No. 651/2014;
    - The startup will not be personally or capital-related - within the meaning of Art. 6c paragraph. 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development - with KTP, the Polish Agency for Enterprise Development or with the above-mentioned business partner;
    - The startup will have exclusive rights to the submitted innovative business idea and the full right to dispose of it on its own behalf;
    - The Startup will be free from any legal burden, security or any third party claims;
  10. In order to facilitate the implementation of the Acceleration Program, the activities of the Startup may be registered in the Kielce Technology Park.
  11. The Originators undertake to inform the KTP in advance of any events that may hinder or prevent them from meeting the formal requirements necessary to conclude the grant agreement 1. In such a situation, the KTP has the right - at its own discretion - to extend the deadline for meeting the formal requirements necessary to sign the grant agreement 1 or submit a declaration of withdrawal from the contract (within fourteen days from informing him about the above-mentioned Events). The Originators will be immediately notified in writing or by e-mail about the withdrawal from concluding the grant agreement.
  12. In the event of fruitless expiry of the originally planned or extended period, this contract will expire, unless KTP agrees to further extend the period.



13. The originators declare - on their own behalf and on behalf of the Startup - that they waive any claims against the KTP resulting from the failure to conclude a grant agreement 1 and will not pursue these claims in court or out of court. The Originators declare that all costs incurred by the Originators or the Startup are incurred at their own risk.
14. The Originators undertake that before signing the grant agreement 1 the Startup will submit to the KTP for verification the current SME status statement and the information form provided when applying for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fisheries, and also, at the request of the KTP, other documents confirming the fulfillment of formal requirements necessary to conclude the grant agreement 1.

## **Art. 2**

### **[Final Provisions]**

1. Any changes, amendments and additions to the contract require an annex to be valid in writing, in electronic form with a qualified electronic signature or in a documentary form, consisting in the exchange of scans of the signed contract sent from e-mail addresses intended for contact.
2. The contact on behalf of the KTP is made ....., phone number ....., e-mail: ..... ..
3. The contact on behalf of the Entrepreneurs is ....., tel. ...., e-mail: ..... ..
4. The law exclusively applicable to this contract and any disputes related to it is Polish law. In matters not covered by the contract, the provisions generally applicable in the territory of the Republic of Poland shall apply.
5. Any disputes that may arise in relation to or in connection with the contract, the Parties will endeavor to resolve by means of bona fide negotiations. In the event of failure to reach an agreement within 30 days or at any other time agreed by the Parties, the court competent for all matters related to the contract will be the court having jurisdiction over the city of Kielce.
6. If any provision of the contract is found to be invalid or ineffective, this does not affect the validity of the remaining provisions of the contract. In such a case, the Parties undertake to immediately replace (e.g. by means of an annex to the contract) the invalid or ineffective provision with a valid or effective provision, the purpose of which will be the same or similar to that of the invalid or ineffective provision.
7. The contract was drawn up in Polish and English. In the event of discrepancies, the Polish language version is binding.
8. The contract was drawn up in two identical copies, one for the KTP and one for the Originators.

Signatures:

.....

KTP

.....

Originator 1

.....

Originator 2

.....

Originator 3

**Annex 6 to the Regulations****GRANT AGREEMENT 1****specifying the rules of Startup's participation in Stage I. "Soft-landing and Development"  
as part of the Acceleration Program**

concluded in Kielce on the day of submitting the declaration of will by the last Party between:

**The Kielce Commune** with its seat in Kielce (Postal code: 25-303), ul. Rynek 1, REGON number 291009343, NIP number: 657-261-73-25, represented by:

Ms Justyna Lichosik - plenipotentiary, Director of the Kielce Technology Park, acting on the basis of a power of attorney granted by the President of the City of Kielce,

hereinafter referred to as **"KTP"**,

and

..... based in Kielce, registration address: ul. K. Olszewskiego 6, 25-663 Kielce, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register under the number KRS ..... , having REGON numbers ..... and NIP number .....

represented by:

- ..... - .....

hereinafter referred to as **"Startup"**,

and each entity separately as **"Party"** or together as **"Parties"**,

which reads as follows:

**Art. 1****[General provisions]**

1. KTP declares that the innovative business idea submitted by the Startup has been selected to carry out development and acceleration activities as part of the "Poland Prize powered by Kielce Technology Park" project implemented by the KTP, implemented on the basis of contract No. POIR.02.05.00-00-0016 / 20 concluded with the Polish Agency for Enterprise Development (hereinafter: "Project").
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 company's potential to conduct R & D & I activity, Measure 2.5 Acceleration programs - Poland Prize.
3. This agreement (hereinafter the "Agreement") constitutes a grant agreement 1 within the meaning of the Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park", constituting Appendix No. 1 to the Agreement.
4. In connection with the selection of an innovative business idea, its originators have a Polish capital company that is a party to the Agreement, which intends to implement this innovative business idea by participating in the Acceleration Program provided for under the Project.
5. The participation of the Startup in the Acceleration Program, in line with the assumptions of the Project, consisting in particular of the development of an innovative business idea, enables the KTP to provide the Startup with a grant which constitutes state aid within the meaning of the Community law. The grant is a public aid for start-ups, as provided for in Art. 22 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.
6. The Startup declares that it has read the documentation of the Poland Prize program, including the appendices to the Agreement, and accepts their wording. In particular, this means that it has become familiar with the obligations incumbent on it to demonstrate the achievement of milestones, the fact of incurring the costs provided for in the Schedule and Detailed budget of the Individual Development Plan, and he undertakes to present relevant evidence, documents and confirmations for their verification and approval by KTP. The basic rules for settling costs financed from the grant are provided for in the Principles for simplified settlement of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programs - Poland Prize of the Smart Growth Operational Program 2014-2020, which was prepared by the Polish Agency for Enterprise Development and constitutes Annex 2 to the Agreement.
7. The Agreement is binding for the Parties from the date of its signing. The costs and objectives of Stage I. "Soft-landing and Development" have been provided for in the Schedule and Detailed budget of the Individual Development Plan, which constitutes Annexes 3 and 4 to the Agreement, respectively. These attachments specify the start date of the Startup's participation in the Acceleration Program, the end date of the Startup's participation in Stage I., the method of transferring the grant and the costs that the Startup plans to incur. The

Startup, by submitting the Schedule and Detailed Budget of the Individual Development Plan, also submits to the KTP a market analysis, on the basis of which it determined the market values of the costs it intends to incur.

8. The conclusion of the Agreement is not the same as the transfer of the grant. The grant may be granted only if the Startup correctly implements the milestone provided for in Stage I. "Soft-landing and Development", which is 1) running a business confirmed by an entry in the National Court Register, and 2) establishing cooperation with the Project's business partner.

9. The maximum amount of the grant that a Startup can receive is provided for in the Schedule and Detailed Budget of the Individual Development Plan. The maximum amount of the grant at the 1st stage may not exceed PLN 50,000.

10. The participation of the Startup in Stage I. "Soft-landing and Development" must end before the date provided for in the Schedule of the Individual Development Plan. The time of participation in Stage I. cannot exceed 3 months.

## **Art. 2**

### **[Innovative business idea and Startup status]**

1. The Startup declares and undertakes that its innovative business idea:

a. fits in the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry path [or] is in line with the Artificial Intelligence industry path [or] does not fit into any industry path of the Project,

b. belongs to at least one thematic section of the National Smart Specializations,

c. was submitted in order to respond to a defined challenge / need of the following Business Partner: ..... and it is primarily the one that the Startup intends to cooperate with in the event of possible participation in Stage II. "Acceleration" [or] has not been submitted in order to respond to the definition of the challenge / need of any of the Project's business partners, but during the recruitment procedure for the Acceleration Program it was found to fit the challenge / need of the Business Partner: ..... and it is primarily with the one that the Startup intends to cooperate with in the event of possible participation in Stage II. "Acceleration",

d. has not been submitted to another Poland Prize program and has not been subject to any development and acceleration activities as part of any project under the Poland Prize program implemented by another accelerator (program operator).

2. Moreover, the Startup declares that:

a. is not an entity related to the KTP or the Polish Agency for Enterprise Development within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development,

b. is not an entity associated with the business partner with whom it intends to cooperate during Stage II. "Acceleration", within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development,

c. is not an entity related to the entities that will provide services to it under the Acceleration Program, within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development, and if such a connection occurs during the Acceleration Program - the Startup will immediately inform the KTP about it and together with the KTP will take the necessary steps to ensure that the services by the related entity are not for the Startup provided,

d. has exclusive rights to the innovative business idea submitted by the Startup,

e. has the right to dispose of the innovative business idea submitted by the Startup on its own behalf, and is able to exercise its rights fully,

f. an innovative business idea is free from any legal encumbrances, collateral or any third party claim,

g. meets the criteria of a micro or small enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014,

h. the documentation attached to the Agreement related to the share structure and the composition of the Startup bodies is up-to-date and confirms that at least half of the shares or stocks are held by persons who do not have Polish citizenship and at least one of the members of the Startup management board does not have Polish citizenship,

i. has not been listed on the stock exchange up to 5 years after its registration,

j. has not yet distributed the profits,

k. is not active in the field of:

i. manufacturing, processing or marketing of tobacco and tobacco products,

ii. production or marketing of alcoholic beverages,

iii. production or marketing of pornographic content,

iv. trading in explosives, weapons and ammunition,

v. games of chance, mutual wagering, slot machine games and slot machine games with low prizes,

vi. production or marketing of narcotic drugs, psychotropic substances or precursors,

vii. block exemptions specified in Art. 1 of the Commission Regulation (EU) No 651/2014,

l. is not excluded from the possibility of obtaining a grant, which means in particular that:

i. a member of the Startup team has not been convicted by a final judgment for the offense of: giving 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 in in order to achieve financial benefits,



- ii. a member of Startup's governing bodies has not been convicted by a final judgment for the crimes described above,
  - iii. is not in arrears due to public law receivables or is not under receivership or is not in the course of liquidation or bankruptcy proceedings,
  - iv. the Startup is not under an obligation to repay the aid resulting from the Commission (EU) decision 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,
  - m. was not created as a result of a merger,
  - n. all assurances and declarations expressed in the Agreement are true and up-to-date, and the Startup is aware of the legal liability resulting from providing false information.
3. The Startup undertakes to immediately (but not later than within two business days of becoming aware of such a fact) inform the KTP of any changes to the statements indicated in this paragraph, in particular, about their loss of validity.
4. The Startup declares that it has a bank account with the number ..... at the bank ...., to which account the KTP is to make payments of the grant tranches. The Startup undertakes to immediately inform the KTP of any circumstances preventing the payment of the grant tranches in the above-mentioned manner. Changing the bank account number requires a written declaration, a document with an electronic qualified signature or the form in which the Agreement was concluded. KTP is not responsible for the payment of the grant to the above-mentioned account if the Startup failed to properly fulfill the obligation to inform about the change of the account or its closure.
5. The Startup represents and undertakes that it has not in any way (in particular in the form of contracts or agreements with third parties) limited or excluded its obligations under the Agreement, nor will it limit or disable them during the term of the Agreement.
6. KTP declares that KTP and entities related to KTP within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development, during the participation of the Startup in Stage I and Stage II. Acceleration Program of shares or stocks in Startup.
7. The Startup declares that it is aware that establishing cooperation with a business partner is necessary to approve the milestone of Stage I.

### **Art. 3**

#### **[Organization of Stage I. "Soft-landing and Development"]**

1. During participation in Stage I. "Soft-landing and Development" Startup will be supported by a concierge, whose task is to facilitate the start-up of business by the Startup (including the Startup team) in the territory of the Republic of Poland. The Concierge is a dedicated Startup advisor. The concierge's salary is financed from the grant and is included in the Detailed Budget of the Individual Development Plan.

2. The remaining operating costs of Soft-landing are the salaries of the Startup staff (members of the Startup team).
3. The Startup undertakes not to entrust third parties (other entrepreneurs) with tasks related to the implementation of its milestones to the extent that exceeds 50% of the costs provided for Stage I. In justified cases, the Startup may obtain KTP consent to purchase goods or services at a higher dimension.
4. KTP informs that it is not possible to pay a grant related to Stage I. "Soft-landing and Development" in a value other than provided for in the Schedule and Detailed Budget of the Individual Development Plan. In the event that the Startup does not reach the milestone, but only achieves the goal of running a business confirmed by an entry in the National Court Register, it will receive a grant in the amount assigned to the Soft-landing activity.
5. The Startup undertakes to keep the KTP informed on an ongoing basis about any circumstances that may result in a delay in the implementation of the milestone in relation to the deadline provided for in the Individual Development Plan or may result in the need to change the costs provided for therein. If it is necessary to change the Individual Development Plan, this change must take place no later than the date provided as the date of the milestone implementation.
6. The Startup that successfully completes Stage I. "Soft-landing and Development" may take part in Stage II. "Acceleration". To participate in Stage II. "Acceleration", the Startup must:
  - a. agree with one business partner that he intends to cooperate during Stage II. "Acceleration" on the further development of an innovative business idea,
  - b. agree with this business partner the content of the Schedule and Detailed budget of the Individual Acceleration Plan, and then obtain approval of these documents by KTP,
  - c. be selected by the KTP to participate in Stage II. "Acceleration" (KTP has the right to declare that it does not intend to allow the Startup to participate in Stage II. "Acceleration"),
  - d. in the event that the Business Partner of a Startup during Stage II. "Acceleration" is to be an Investor - Startup is obliged to conclude a pre-investment agreement (term sheet) with the Investor, which will define the business conditions that will be verified as part of the third milestone of Stage II. "Acceleration", and then present the agreement to KTP (or at least an excerpt from it signed by both parties, specifying these business conditions) and attach it to the grant agreement 2,
  - e. sign the grant agreement 2, which is the official confirmation of the Startup's admission to participate in Stage II. "Acceleration",
  - f. meet all formal requirements enabling it to receive a grant.
7. Startup to take part in Stage II. "Acceleration" cannot:
  - a. be an entity related to the business partner with whom it will cooperate during Stage II. "Acceleration", within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development,
  - b. lose or limit the rights to an innovative business idea or a developed solution in a way that prevents it from further participation in the Acceleration Program,

a.change the legal form of its activity or change the share structure or composition of its bodies, leading to the fact that people who do not have Polish citizenship have less than half of the shares or no member of the Startup management board has Polish citizenship.

#### **Art. 4**

##### **[Grant]**

1. As the grant provided to the Startup in connection with its participation in the Acceleration Program constitutes public aid, the grant will be externalized in the System for Scheduling, Registration and Monitoring of State Aid.
2. The Grant may not finance VAT on goods and services purchased by Startup, nor may it finance other public law liabilities that may be recovered by Startup.
- 3.If the grant was paid unduly (which may occur, for example, when the Startup used the grant contrary to the objectives of the Poland Prize program or received an advance payment towards a milestone which it did not finally meet), the Startup undertakes to inform KTP about it and to return the unduly paid amount of the grant with statutory interest from the date of payment of the grant to Startup to the date of its return. The grant is returned to the bank account indicated by the KTP immediately, but not later than within fourteen days from informing it about the bank number for returning the grant or calling it to return the grant by the KTP.
4. KTP will verify the documentation confirming the correctness and timeliness of the milestone implementation within approx. 2 weeks from the date of the submission of complete documentation by Startup. This period may be extended if obtaining the opinion of experts or other specialists is necessary for verification.
5. The approval of the milestone on behalf of the KTP is made by the Project Manager or another member of the Project staff designated by him.
6. The Startup undertakes to remain in constant contact with members of the Project staff, in particular with the Acceleration Manager and the concierge.
7. The Startup will appoint at least one person who will be the main contact person on behalf of the Startup in connection with the Startup's participation in the Acceleration Program. For this purpose, the startup appoints:
  - ....., tel. ...., e-mail: .....

This person is entitled to sign on behalf of the Startup all documents related to the participation of the Startup in the Acceleration Program, including documents related to the implementation of the milestone, confirmation of establishing cooperation with a business partner and other Startup statements.

8. The Startup may use a grant to finance consulting services provided to it by, inter alia, experts and mentors under the Acceleration Program. The Startup, in consultation with the KTP, selects the consulting services it wants to use from the list presented to it by the Accelerator, bearing in mind, inter alia, the individual needs of the Startup and the planned type of cooperation with the business partner during Stage II. "Acceleration".

9. KTP may additionally provide the Startup with free and non-grant-funded support consisting in particular in participation in events or projects supporting business development in Poland, translation services, legal services and other services related to the Acceleration Program.

10. The Startup will receive from KTP a schedule of events in which it can participate under the Acceleration Program. As a rule, the Acceleration Program will be carried out remotely (using electronic communication tools such as, for example, the Zoom communicator) in English, while some events may be conducted - upon prior arrangement each time - in a different language known to the host and participating representatives of the Startup. Participation in the event of at least 1 person on behalf of the Startup means the participation of the Startup in this event. In the case of events intended for more than one Startup (such as e.g. workshops), the facilitator may specify the maximum number of people within the Startup that can participate in the event.

11. KTP and the event host may request the Start-up to confirm participation in the event or provision of advisory services in a specific manner. This means, in particular, signing the attendance list, a document informing about the provision of consulting services, the acceptance protocol, submitting the report resulting from the provided consulting services, making a screenshot with the list of people participating in the online event.

12. Throughout the implementation of Stage I. "Soft-landing and Development" KTP may require the Start-up to secure the return of the grant until the payment of the last tranche of the grant.

## **Art. 5**

### **[Control and audit]**

1. The Startup undertakes to subject to control and audit in terms of the implementation of the Agreement and participation in the Acceleration Program. Control and audit may be carried out by the KTP, the Polish Agency for Enterprise Development and entities designated by them, as well as by other entities that, in accordance with the law, have the possibility to verify the granting of public aid or the implementation of projects co-financed by the European Union.

2. At the request of the entity conducting the control or audit, the Startup undertakes to present all documentation related to the Startup's participation in the Acceleration Program. KTP may also submit such a request. The entity conducting the inspection or audit and the KTP may request participation in the inspection or audit of the person providing explanations about the participation of the Startup in the Acceleration Program.

3. If KTP receives information that the Startup may improperly implement the Agreement, then it may, on its own initiative, carry out an inspection or audit, commission any entity of its choice or inform the relevant authorities, including in particular the Polish Agency for Enterprise Development.

4. The control or audit will take place after prior notification of their conduct, however, in exceptional situations (especially suspected improper performance of the Agreement), they may take place immediately and without notice.

5. Although the Project assumes the settlement of expenses incurred by Startup in connection with the development of its innovative business idea with the use of lump sums, i.e. without the need for Startup to document expenses for individual goals or cost items, KTP points to the generally applicable regulations related to the proper conduct of accounting by Startup. A startup should, in its own accounting, properly document the expenses incurred and the fact that the funds for these expenses are partially or entirely financed from the grant, i.e. from public aid.

6. The Startup will archive all its documentation related to participation in the Acceleration Program and keep it for at least 5 years from the date of termination of participation in the Acceleration Program. At the request of KTP, this period may be extended.

## **Art. 6**

### **[Promotion of the Acceleration Program]**

1. The Startup as a beneficiary of public aid from the European Union budget is obliged to properly promote the spending of these funds. The obligations incumbent on the Startup as the final beneficiary of the grant program are described in the "Guide of the applicant and beneficiary of the 2014-2020 cohesion policy programs in the field of information and promotion", among them the obligation to mark the Startup's website with appropriate logos and including information about participation in the Project is noteworthy.

2. KTP - in connection with the implementation of the Project - will publicly inform about the selection of an innovative business idea and a Startup to participate in the Acceleration Program. Such information will include a short description of the innovative business idea, information about the composition of the Startup team, the name of the Startup and / or the innovative business idea, information about the challenge / need that Startup meets and for which Business Partner. This information may also concern whether the Startup will take part in Stage II. "Acceleration". The scope of information will be specified in consultation with the Startup. KTP - due to its obligations - may publish the ranking lists of Startups that have qualified to participate in Stage I and Stage II. Acceleration Program.

3. If the Startup has distinctive signs, such as a logo or the name of an innovative business idea, it expresses free consent to their use by the KTP for the purpose of fulfilling the information and promotional obligations related to the Project by the KTP, especially in presentations and other materials displaying incubation activities, development, acceleration and other activities carried out by the KTP related to the intensification of innovation and entrepreneurship.

4. The Startup declares that it is entitled, on behalf of the members of the Startup team, to consent to the perpetuation and dissemination by KTP of their image, first and last names, country of origin and information whether they have Polish citizenship as part of the above-mentioned information and promotion activities. The Startup therefore agrees on behalf of these people and declares that it will obtain consent from the members of the Startup team in a lawful manner, in particular in accordance with the GDPR. The consent also covers the possibility of recording the image and sound (voice) of these people and the distribution of such recorded image and sound live or in the form of previously saved files.



5.If the distinguishing signs of the Startup referred to above in this article are trademarks or works, within the meaning of the Act of February 4, 1994 on copyright and related rights, the Startup grants KTP a free non-exclusive license (along with the right to grant a sub-license ) for the purposes of information and promotion activities carried out throughout the world and covering all known fields of exploitation, i.e. in particular:

- a. fixing copies of the work using any techniques in any scale, on any material,
- b. reproduction of the work in whole or in part by any techniques, including printing, reprographic, photosensitive, magnetic, digital, optical, computer recording technique, on audiovisual, videophonic, computer media,
- c. in terms of trading in the original or copies on which the work has been recorded - marketing in whole or in part, in particular by selling, exchanging, lending, renting, leasing the original or copies with the right to grant a license and the right to notification,
- d. distributing the work in any way chosen by the KTP,
- e. entering the work and its fragments into the memory of a computer and other similarly operating devices,
- f. transforming the piece and its fragments into computer memory and adjusting, among others, for hardware and system platforms selected by KTP,
- g. using and placing in multimedia or IT applications (mobile and web), in computer, telephone, tablet, iPad devices, mobile devices and other similarly operating mobile devices and their derivatives,
- h. entering into local computer networks and the Internet, making copies of these records and publications and using them in ICT networks, including the Internet or other computer or ICT networks,
- i. transmission between servers and network users by any means of communication and transmission,
- j. application, display, transmission regardless of the format, system or standard,
- k. performing all activities related to the development with the use of all available means.

6. The Startup declares and undertakes that it has the appropriate rights to all markings provided for information and promotion activities by KTP in connection with the Project, and their use will not infringe the rights of any third party.

7. KTP is entitled to provide personal data of the members of the Startup team and the Startup bodies of the Polish Agency for Enterprise Development in connection with the participation of the Startup in the Acceleration Program and process this data in the manner and at the time specified in the Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park". The processing of personal data takes place on the basis of an agreement on entrusting the processing of personal data, constituting Annex 9 to the Agreement.

8. Unless the Parties agree otherwise in the Grant Agreement 2, the abovementioned consents and license shall apply to the same extent throughout the entire period of the Startup's participation in the Acceleration Program and a period of 5 years from the date of termination of such participation.



9. The Startup (a) shall retain all right, title and interest, including all copyright, patent rights and trade secret rights regarding and in connection with the innovative business idea (including but not limited to computer code, computer program, application software, web service, web product, computer product or similar) submitted by the Startup has been selected to carry out development and acceleration activities as part of the Poland Prize powered by Kielce Technology Park project implemented by the KTP, implemented on the basis of contract No. POIR.02.05.00-00-0016/20 concluded with the Polish Agency for Enterprise Development (hereinafter: 'Project'), and (b) hereby grants to KTP only the rights for promoting and marketing the innovative business idea submitted by the Startup under the conditions set in this Agreement.

## **Art. 7**

### **[Withdrawal from the Agreement and termination of the Agreement]**

1. Either Party may withdraw from the Agreement at least 30 days in advance. Withdrawal from the contract specified in this section has the effect that the Startup cannot receive a grant for unrealized milestones, and if it has received grant tranches that are an advance on the milestones that have not yet been achieved - it is obliged to return these grant tranches together with statutory interest immediately, not later, however, than within fourteen days of withdrawal from the Agreement. In such a situation, the Startup may only receive public aid for correctly and timely completed milestones until the effective date of the termination of the Agreement, and in the remaining scope, return the KTP together with statutory interest. The Parties have the right to withdraw throughout the duration of the Agreement.

2. The Parties may terminate the Agreement by unanimous declaration of the Parties. Termination of the Agreement - unless the Parties have agreed otherwise - means that the Startup is obliged to return the entire grant received so far.

3. KTP may withdraw from the Agreement with immediate effect when:

a. it obtains credible information that the Startup does not perform or incorrectly performs its obligations under the Agreement, i.e. in particular, it incorrectly spends the grant received under the Project,

b. the participation of the Startup in the Acceleration Program creates a significant risk for the KTP in terms of spending the grant or achieving the goals set for the Project,

c. there was a connection - within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development - between Startup and KTP, the Polish Agency for Enterprise Development or an entity that provided consulting services to Startup, about which Startup did not inform KTP,

d. it obtains reliable information that the Startup harms other Startups or business partners, in particular by disclosing confidential information obtained in connection with participation in the events included in the Acceleration Program,

e. it obtains reliable information that the Startup does not primarily independently develop its own innovative business idea, but entrusted the implementation of tasks in the scope greater than 50% of the costs provided for in the Detailed budget of the Individual Development Plan,

f. the contract for co-financing the Project between KTP and the Polish Agency for Enterprise Development has been terminated or modified in such a way that the participation of the Startup in the Acceleration Program is not possible or justified by the objectives of the Project,

g. The Startup transferred to another entity the rights, obligations or receivables resulting from the Agreement without the prior consent of the KTP,

h. The Startup did not secure the return of the grant together with statutory interest, despite the KTP's request for such security.

4. The right of withdrawal indicated in sec. 3 above is entitled to KTPXXXXXXXXXX for the entire duration of the Agreement, and after its expiry within a month, since it became aware of the occurrence of any of the events indicated therein.

5. KTP has the right to call the Startup to take action to bring about a situation in which the above-mentioned circumstances, when dependent on the Startup, cease to affect the participation of the Startup in the Acceleration Program. In such a situation, KTP will set a date by which these activities should be carried out by Startup - under pain of termination of the Agreement.

6. KTP may suspend the payment of the grant tranche 1) until the doubts related to the proper implementation of the Agreement by the Startup are resolved, 2) for the time designated for the Startup to carry out corrective actions and 3) until the Startup fully complies with its obligation to undergo inspection or audit.

## **Art. 8**

### **[Force majeure]**

1. Each Party undertakes on its own behalf to take all necessary actions for the proper implementation of the Agreement and the achievement of the Project's objectives. Nevertheless, the Party shall not be liable for non-performance or improper performance of the Agreement, if it occurs due to reasons beyond the control of the Party, resulting from force majeure. Force majeure is a future and uncertain event, which cannot be prevented and whose consequences cannot be predicted or which resulted from circumstances for which the Parties are not responsible.

2. Each Party shall immediately notify the other Party of the occurrence of force majeure, but not later than within 72 hours from the moment when it was possible to notify about its occurrence.

3. The performance of the obligations of each of the Parties shall be postponed until the cessation of force majeure, and if the force majeure lasts for a period longer than 21 days, then the Party not affected by force majeure has the right to terminate the Agreement with immediate effect in writing or in a documentary form with electronic means. with a qualified signature under pain of nullity.

4. The party affected by force majeure shall take the measures at its disposal to minimize the effect of force majeure on its operations and on the performance of the Agreement.

5. In connection with the COVID-19 pandemic and the measures taken to counteract its negative effects, circumstances may occur that will affect the implementation of the recruitment, Acceleration Program and post-

acceleration activities. This may affect, in particular, the implementation, acceptance and timely payment of milestones. KTP reserves the right to terminate the Agreement with immediate effect, if due to the direct or indirect impact of the pandemic, proper performance of the Agreement is impossible or significantly impeded. The Startup accepts this fact and waives any claims against KTP in this respect.

## **Art. 9**

### **[Confidentiality]**

1. The Agreement is confidential, which applies both to its content and, in particular, to its annexes, which may contain information of significant economic importance for KTP or Startup.
2. The Parties recognize as confidential information any technical, commercial and other information obtained in any way and contained in any form and on any medium, including know-how disclosed by the other Party, entities involved in the implementation of the Acceleration Program, business partners or other Startups participating in the Project, unless in a reasonable judgment they do not have and cannot have economic significance for the Party they concern. Confidential information will be used only for the purpose of implementing the Agreement and will be kept secret.
3. Each Party undertakes, on its own behalf, not to disclose confidential information to any third parties, except for its employees, advisers and other persons to whom disclosure of confidential information is necessary for the proper performance of the Agreement by the Party.
4. Confidential information is not:
  - a. information that is or has become generally known,
  - b. intended for dissemination on the basis of a written or e-mail statement of the Party to which the information relates or agreed to be disseminated in connection with the implementation of information and promotion obligations related to the Project,
  - c. for which the Party to which the confidential information relates has released the other Party from the obligation to keep this confidential information secret,
  - d. information, the disclosure of which is requested by an authorized body in the form and content provided for by law (e.g. a final court decision or an obligation of a law enforcement authority), and only to the extent necessary.
5. KTP is entitled to store confidential information obtained from the Party in connection with the implementation of the Project, in particular when it constitutes the documentation necessary for the settlement of the grant and confirming the achievement of the milestones, and to provide access to this documentation to entities carrying out the control and audit of the Project.
6. The Startup may conclude separate agreements on access and use of confidential information directly with the entity to which the confidential information relates (in particular with business partners).

7. The obligation to keep confidential information in secret is valid for the entire period of the Startup's participation in the Acceleration Program and a period of 5 years from the date of termination of this participation.

## **Art. 10**

### **[Personal data processing]**

1. In order to meet the requirements imposed by 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 , hereinafter referred to as "GDPR", KTP informs that:

a. The administrator of personal data is the Kielce Technology Park in Kielce, hereinafter referred to as KTP, ul. Olszewskiego 6, 25-663 Kielce, represented by the Director of KTP;

b. In the event of questions regarding the processing of their data, they may contact the Data Protection Officer by writing to the following e-mail address: [iod@technopark.kielce.pl](mailto:iod@technopark.kielce.pl) or by post to the KTP address;

c. The provided personal data will be processed in order to conclude and perform the contract, as well as for communication related to the performance of the contract,

d. Recipients of personal data may be institutions authorized by law or entities authorized under a signed contract between the Administrator and this entity. These agreements will contain provisions specifying the terms and conditions under which these entities will process personal data;

e. The provided data will be processed for the period necessary to perform the contract and stored for the necessary archiving period, as defined by the applicable provisions of law in the field of accounting, tax and social security and for legal security, until any claims are time-barred;

f. You have the right to access your data, rectify it, copy data, limit processing or delete data, and this right will be exercised after a period not shorter than the period of data storage, as well as the right to object to the processing and transfer of data;

g. In the event of obtaining information about improper processing of personal data by the Administrator, the Administrator has the right to lodge a complaint against the processing of his personal data to the President of the Office for Personal Data Protection;

h. Personal data will not be subject to automated decision making, including profiling;

i. The data will not be transferred to a third country, i.e. outside the European Economic Area;

j. Providing personal data is voluntary, but necessary for the performance of the contract, and failure to provide personal data would prevent its conclusion;

k. Conclusion of the contract is also the consent to the method and purpose of processing personal data provided at the conclusion of the contract as described in this paragraph;

l. You have the right to withdraw consent to the processing of personal data at any time, without affecting the lawfulness of the processing that was carried out before the consent was withdrawn, subject to the provisions of points 5 and 6.

2. The principles of data processing described in par. 1, apply accordingly to the persons indicated to represent the Startup being a legal person or an entity without legal personality, and to persons indicated for contacts with the Startup. The Startup declares that it has informed these persons about the principles of data processing described in paragraph 1.

## **Art. 11**

### **[Final Provisions]**

1. If any provision of the Agreement is invalid or ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In this case, the Parties undertake to immediately replace (e.g. by means of an annex to the Agreement) the invalid or ineffective provision with a valid or effective provision, the purpose of which will be the same or possibly similar to the invalid or ineffective provision.

2. Changing the Startup's bank account does not constitute an amendment to the Agreement and, for its effectiveness, it only requires prior notification to the KTP.

3. The Agreement and any changes, amendments and supplements to the Agreement, as well as termination or withdrawal from the Agreement, require a written, electronic or documentary form consisting in the exchange of scans of signed documents sent from e-mail addresses intended for contact.

4. KTP appoints for contact ....., tel. ...., e-mail: .....

The Startup appoints for contact ....., tel. ...., e-mail: .....

5. Any written correspondence, including notices and summonses, will be delivered to the addresses indicated in the designations of the Parties. Delivery by the postal operator or courier service, no later than on the last day of receipt of correspondence after the second notification, is considered effective. The parties will inform each other of any change of address for service. The delivery may also be made at the Startup headquarters by leaving correspondence at the reception desk of the building where the Startup headquarters is located. Refusal to accept or annotation of the mail indicating the failure to receive correspondence on time shall have the effects of delivery. A letter is considered delivered in a situation where the sent correspondence is returned with the annotation "unknown addressee" or similar.

6. The Startup may not transfer the rights, obligations or receivables under the Agreement to any other entity without the prior consent of KTP. Only KTP is entitled to transfer rights and obligations or claims under the Agreement.

7. The contract is governed by Polish law. In matters not covered by the Agreement, the provisions of law generally applicable in the territory of the Republic of Poland and the provisions of the documentation of Measure 2.5 Acceleration Programs - Poland Prize shall apply.

8. Any possible disputes arising in connection with or in relation to the Agreement shall be resolved through negotiations conducted in good faith. If the dispute is not resolved in this way within 30 days or within another time limit set by the Parties, the Parties may seek a dispute resolution only before the common court having jurisdiction over the seat of the KTP.

9. The Annexes are integral parts of the Agreement and should be interpreted as such.

10. The contract was drawn up in Polish and English in two copies, one for each of the Parties, and in case of doubt, the Polish language version is binding.

#### Annexes:

- Annex 1 - Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park",
- Annex 2 - Principles for simplified settlement of grants awarded to grant recipients in projects under Measure 2.5 Acceleration Programs - Poland Prize of the Intelligent Development Operational Program 2014-2020,
- Annex 3 - Schedule of the Individual Development Plan,
- Annex 4 - Detailed budget of the Individual Development Plan,
- Annex 5 - current excerpt from the National Court Register for the KTP (and any additional documentation, if the data in the National Court Register is not current),
- Annex 6 - current excerpt from the National Court Register for the Startup (and any additional documentation, if the data in the National Court Register is not up-to-date),
- Annex 7 - statement on the status of an SME Startup,
- Annex 8 - information form provided when applying for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fisheries, completed by Startup,

#### Signatures:

.....

KTP

.....

Startup



**Annex 7 to the Regulations****GRANT AGREEMENT 2****specifying the rules for the Startup's participation in Stage II. "Acceleration"**  
**as part of the Acceleration Program**

concluded in Kielce on the day of submitting the declaration of will by the last Party between:

The Kielce Commune with its seat in Kielce (25-303), ul. Rynek 1, REGON number 291009343, NIP number: 657-261-73-25, represented by:

Ms Justyna Lichosik - plenipotentiary, Director of the Kielce Technology Park, acting on the basis of a power of attorney granted by the President of the City of Kielce,

hereinafter referred to as "KTP",

and

..... with its seat in Kielce, registration address: \_\_\_\_\_, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register under KRS number ....., REGON number ..... and NIP number ....., represented by:

- ..... - .....,

hereinafter referred to as "Startup",

and

..... with headquarters in ....., registration address: ....., entered into the register of entrepreneurs of the National Court Register kept by the District Court ....., ....., Commercial Division of the National Court Register under KRS number ....., REGON number ..... and NIP number .....,

represented by:

- ..... - .....,

hereinafter referred to as "Business Partner" or "Technology Recipient" (OT) [or] "Investor",

and each entity separately as a "Party" or together as "Parties",

which reads as follows:

## **Art. 1**

### **[General provisions]**

1. KTP declares that the innovative business idea developed by the Startup during Stage I. "Soft-landing and Development" has been selected for further development and acceleration activities during Stage II. "Acceleration" as part of the project "Poland Prize powered by Kielce Technology Park" implemented by the KTP, carried out on the basis of contract No. POIR.02.05.00-00-0016 / 20 concluded with the Polish Agency for Enterprise Development (hereinafter: "Project").
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 company's potential to conduct R & D & I activity, Measure 2.5 Acceleration programs - Poland Prize.
3. This agreement (hereinafter: the "Agreement") constitutes a grant agreement 2 within the meaning of the Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park", constituting Appendix No. 1 to the Agreement.
4. KTP and Startup declare that the Startup successfully completed its participation in Stage I. "Soft-landing and Development" and agreed with a business partner the terms of cooperation during Stage II. "Acceleration", as confirmed by the attached Schedule and Detailed budget of the Individual Acceleration Plan (Annexes 3 and 4) [and - in the case of a Startup cooperating with the Investor - business conditions specified in the pre-investment agreement (term sheet), constituting Annex 5].
5. The Startup declares that it intends to participate in Stage II. "Acceleration" (including in the Post-Acceleration phase) as part of the Acceleration Program. The grant is awarded only in the Acceleration phase. Support in the development of an innovative business idea and the development of a Startup received by Startup from the KTP during the Post-Acceleration phase is not a transfer of public aid within the meaning of European Union law.
6. Grant awarded during Stage II. "Acceleration" is - similarly to the grant provided during Stage I. - public aid for start-ups, as provided for in Art. 22 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.
7. The Startup declares that it has read the documentation of the Poland Prize program, including the Annexes to the Agreement, and that it accepts their wording. In particular, it means that it has become familiar with the obligations incumbent on him to demonstrate the achievement of milestones, the fact of incurring the costs provided for in the Schedule and Detailed budget of the Individual Acceleration Plan, and undertakes to present

appropriate evidence, documents and confirmations for their verification and approval by KTP. The basic rules for settling costs financed from the grant are provided for in the Principles for simplified settlement of grants awarded to grant recipients in the projects of Measure 2.5 Acceleration Programs - Poland Prize of the Smart Growth Operational Program 2014-2020, which was prepared by the Polish Agency for Enterprise Development and constitutes Annex 2 to the Agreement.

8. The Agreement is binding for the Parties from the date of its signing. The costs and objectives of Stage I. "Soft-landing and Development" have been included in the Schedule and Detailed Budget of the Individual Acceleration Plan. These annexes specify the start and end date of the Startup's participation in Stage II, the date of milestones, the method of transferring the grant and the costs that the Startup plans to incur. By submitting the Schedule and Detailed Budget of the Individual Acceleration Plan, the Startup also submits a market analysis to the KTP, on the basis of which it has determined the market values of the costs it intends to incur.

9. The conclusion of the Agreement is not the same as the transfer of the grant. The grant may be awarded in the form of tranches only if the next milestones for Stage II are properly implemented by Startup. "Acceleration", where the milestones must be completed in the sequence provided for in the Individual Acceleration Plan Schedule.

10. The maximum amount of the grant that a Startup can receive has been included in the Schedule and Detailed Budget of the Individual Acceleration Plan.

11. The participation of the Startup in the Acceleration phase must end before the date provided for in the Schedule of the Individual Acceleration Plan. The maximum amount of the grant at the 1st stage may not exceed PLN 250,000.

## **Art. 2**

### **[Innovative business idea and Startup status]**

1. The Startup declares that its innovative business idea:

- a. is a continuation of the solution developed during Stage I. "Soft-landing and Development",
- b. still fits in the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry path, [or] still fits in the Artificial Intelligence industry path, [or] does not fit into any industry path of the Project,
- c. still belongs to at least one thematic section of the National Smart Specializations,
- d. responds to the challenge / need of a business partner with whom the Startup will cooperate during Stage II. "Acceleration",
- e. has not been developed in any other Poland Prize program and has not been subject to any development and acceleration activities as part of any project under the Poland Prize program implemented by another accelerator (program operator).

2. Moreover, the Startup declares that:

- a. is not an entity related to the KTP or the Polish Agency for Enterprise Development within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development,
- b. is not an entity related to the business partner, within the meaning of art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development,
- c. is not an entity related to the entities that will provide services to it under the Acceleration Program, within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development, and if such a connection occurs during the Acceleration Program - the Startup will immediately inform the KTP about it and together with the KTP will take the necessary steps to ensure that the services by the related entity are not for the Startup provided,
- d. has exclusive rights to the innovative business idea submitted by the Startup,
- e. has the right to dispose of the innovative business idea submitted by the Startup on its own behalf and with full rights,
- f. an innovative business idea is free from any legal encumbrances, collateral or any third party claim,
- g. meets the criteria of a micro or small enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014,
- h. the documentation attached to the Agreement related to the share structure and the composition of the Startup bodies is up-to-date and confirms that at least half of the shares or stocks are held by persons who do not have Polish citizenship and at least one of the members of the Startup management board does not have Polish citizenship,
- i. has not been listed on the stock exchange up to 5 years after its registration,
- j. has not yet distributed the profits,
- k. is not active in the field of:
  - i. manufacturing, processing or marketing of tobacco and tobacco products,
  - ii. production or marketing of alcoholic beverages,
  - iii. production or marketing of pornographic content,
  - iv. trading in explosives, weapons and ammunition,
  - v. games of chance, mutual wagering, slot machine games and slot machine games with low prizes,
  - vi. production or marketing of narcotic drugs, psychotropic substances or precursors,
  - vii. block exemptions specified in Art. 1 of Commission Regulation (EU) No 651/2014,
- l. was not created as a result of a merger,
- m. is not excluded from the possibility of obtaining a grant, which means in particular that:

i.a member of the Startup team has not been convicted by a final judgment for the offense of: giving 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 in order to achieve financial benefits,

ii. a member of Startup's management bodies has not been convicted by a final judgment for the crimes described above,

iii. does not have arrears in relation to public law receivables or is not under receivership or is not in the process of liquidation or bankruptcy proceedings,

iv. the Startup is not under the obligation to repay the aid resulting from the Commission (EU) decision 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,

3. The Startup undertakes to immediately (but not later than within two business days of becoming aware of such a fact) inform the KTP of any changes to the statements indicated in this paragraph, in particular, about their loss of validity.

4. The Startup declares that it has a bank account with the number ..... at the bank ..... , to which the KTP is to make payments of the grant tranches. The Startup undertakes to immediately inform the KTP of any circumstances preventing the payment of the grant tranches in the above-mentioned manner. The change of the bank account number requires a written declaration, a document with an electronic qualified signature or the form in which the Agreement was concluded. KTP is not responsible for the payment of the grant to the above-mentioned account if the Startup failed to properly fulfill the obligation to inform about the change of the account or its closure.

5. The Startup declares and undertakes that it has not in any way (in particular in the form of contracts or agreements with third parties) limited or excluded its obligations under the Agreement, nor will it limit or disable them during the term of the Agreement.

### **Art. 3**

#### **[Organization of Stage II. "Acceleration"]**

1. During participation in Stage II. "Acceleration" the Startup will be supported by the Startup supervisor, engaged 32 hours a month directly by the Startup. The task of the Startup supervisor is to support the Startup in the proper implementation of the goals set for the Acceleration phase, facilitate cooperation with a business partner and help the Startup in developing its business in the territory of the Republic of Poland. The remuneration of the Startup supervisor is financed from the grant and has been included in the Detailed budget of the Individual Acceleration Plan.

2. The Startup undertakes not to entrust third parties (other entrepreneurs) with tasks related to the implementation of its milestones to the extent that exceeds 50% of the costs provided for in Stage II. In justified cases, Startup may obtain KTP consent to purchase goods or services at a higher level.

3. KTP informs that it is not possible to pay out grant tranches related to the milestones of Stage II. "Acceleration" in a value other than that provided for in the Schedule and Detailed budget of the Individual Acceleration Plan. A Startup that fails to implement a given milestone correctly and on time ends its participation in Stage II. "Acceleration" on the last correctly and timely completed milestone.

4. The Startup undertakes to keep the KTP informed about any circumstances that may result in a delay in the implementation of the milestone in relation to the deadline provided for in the Individual Acceleration Plan or may result in the need to change the costs provided for therein. If it is necessary to change the Individual Acceleration Plan, including changes to the implementation date, target, value of the grant tranche or costs of a given milestone, this change must take place at the latest by the date provided as the date of the milestone implementation.

5. Any changes to the Schedule and Detailed Budget of the Individual Acceleration Plan require the form of an annex to the Agreement signed by all Parties

6. The individual acceleration plan may, in exceptional cases, be temporarily suspended once. As a result, acceleration activities are stopped and the Personal Acceleration Plan completion date is suspended. This procedure also requires an annex to the Agreement signed by all Parties.

7. The business partner appoints its representatives who will cooperate with the Startup during Stage II. "Acceleration". They are entitled to sign, on behalf of the Business Partner, all documents and statements related to the implementation of the Individual Acceleration Plan for Startup. On behalf of the Business Partner, these people will be:

- .....
- .....

8. A business partner is entitled at any time to change the above-mentioned representatives, about which he will immediately notify in writing or in an electronic or documentary form by sending a scan of the signed document sent from the email address intended for contact by KTP and Startup.

9. The Startup and the Business Partner declare that they are aware that the proper development of the Startup solution in terms of responding to the challenges / needs of the Business Partner may require the transfer of confidential information or business secret data between the Parties, therefore the Startup and the Business Partner declare that on the way any separate agreements or contracts regulate the exchange of such information and data among themselves.

10. The Startup and the Business Partner undertake to immediately inform the KTP of any intentions and actions leading to the commercialization of the Startup, in particular, such as the acquisition of Startup shares or stocks by the Business Partner, the conclusion of commercial cooperation or strategic cooperation agreements between the Startup and the business partner. Agreements as well as factual and legal relations between the Startup and the business partner that will arise during the Acceleration phase may not lead to the Business Partner exerting influence on the Startup, which would make the Startup a subsidiary, related or partner entity within the meaning of Community law or art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development.



**Art. 4****[Grant]**

1. The Startup confirms that it meets all the formal requirements enabling it to obtain a grant, and therefore attaches to the Agreement a completed declaration on the status of an SME (Annex 7) and a form of information provided when applying for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fishery (Annex 8).

2. Since the grant provided to the Startup in connection with its participation in the Acceleration Program constitutes public aid, the grant will be externalised in the System for Scheduling, Registration and Monitoring of State Aid. Grant for Stage II. "Acceleration" will be paid in the manner provided for in the Schedule of the Individual Acceleration Plan.

3. If the grant was paid unduly (which may occur, for example, when the Startup used the grant contrary to the objectives of the Poland Prize program or received an advance payment towards a milestone that it did not finally meet), the Startup undertakes to inform KTP about it and to return the unduly paid amount of the grant with statutory interest from the date of payment of the grant to Startup to the date of its return. The grant is returned to the bank account indicated by the KTP immediately, but not later than within fourteen days from informing it about its bank number for returning the grant or requesting it to be returned by KTP.

4. KTP will verify the documentation confirming the correctness and timeliness of the milestone implementation within approx. 2 weeks from the date of submission of complete documentation by Startup. This period may be extended if obtaining the opinion of experts or other specialists is necessary for verification.

5. The approval of the milestone on behalf of KTP is made by the Project Manager or another member of the Project staff designated by him.

6. The Startup undertakes to remain in constant contact with the Startup supervisor and members of the Project staff, including in particular the Acceleration Manager.

7. The Startup will appoint at least one person who will be the main contact person on behalf of the Startup in connection with the Startup's participation in the Acceleration Program. For this purpose, the startup appoints:

1. ...., tel. ...., e-mail: .....

This person is entitled to sign on behalf of the Startup all documents related to the participation of the Startup in the Acceleration Program, including documents related to the implementation of milestones and statements confirming the validation or verification of business results.

8. The Startup may use a grant to finance consulting services provided to it by, inter alia, experts and mentors under the Acceleration Program. The Startup, in consultation with the KTP, selects the consulting services it wants to use on the list presented to it by the Accelerator, bearing in mind, inter alia, the individual needs of the Startup and the scope of cooperation with the Business Partner during Stage II. "Acceleration".

9. KTP may additionally provide the Startup with free and non-grant-funded support consisting in particular in participation in events or projects supporting business development in Poland, translation services, legal

services and other services related to the Acceleration Program. During the Acceleration phase, Startups will be able to use:

a. practical design workshops based on the Design Thinking methodology moderated by the KTP, in which the Startup and the business partner will take part, aimed at defining the solution created by the Startup in the best possible way,

b. development by KTP of the Startup logotype along with the brand book (if such a Startup does not have one yet).

10. The Startup - regardless of the established milestones - during the Acceleration phase will develop a business model, investment teaser, pitchdeck and a Demo Day presentation. These documents will be presented by the KTP in writing or by e-mail at the latest by the day of submitting the third milestone for approval by the KTP, and the presentation on the Demo Day at the latest by the day preceding the Demo Day.

11. The Startup undertakes to take part in the Demo Day.

12. Demo Day is planned for all Startups of a given round of the Acceleration Program at the same time, and thus it can take place both before and after the end date of the Acceleration phase specified in the Schedule of the Individual Acceleration Plan.

13. During the entire period of the Acceleration phase until the payment of the last tranche of the grant for the third milestone, KTP may require the Start-up to secure the return of the grant.

## **Art. 5**

### **[Cooperation with a business partner and participation in acceleration events]**

1. The Startup and the Business Partner undertake to cooperate with each other in such a way as to strive to implement the goals set out in the Schedule of the Individual Acceleration Plan. In the event of any problems in this regard, the Startup and the Business Partner should immediately inform the Startup supervisor and Acceleration Manager about it.

2. The startup and the business partner will agree a fixed hour and day of meetings, during which they will analyze the effects of cooperation under the Acceleration Program and plan activities for the next week. The Startup and a business partner can freely modify the dates of these meetings, as well as the way they are held (both online and stationary), as well as the meeting place. A member of the KTP team (Acceleration Manager) does not have to participate in these meetings, however, KTP has the right to request participation in these meetings at any time, as well as confirmation (in writing or documentary form with an electronic qualified signature) by the Startup and the business partner, that such meetings took place. Planning of the work will take place via the Asana platform, to which the Acceleration Manager will have access, or via another platform agreed by all Parties.

3. The Startup will receive from KTP a schedule of events in which it can participate under the Acceleration Program. As a rule, the Acceleration Program will be carried out remotely (using electronic tools such as, for example, the Zoom communicator) in English, while some events may be conducted - upon prior arrangement each time - in a different language known to the host and participating representatives of the Startup.

Participation in the event of at least 1 person on behalf of the Startup means the participation of the Startup in this event. In the case of events intended for more than one Startup (such as e.g. workshops), the facilitator may define the maximum number of people within the Startup that can participate in the event.

4. KTP and the event host may request the Start-up to confirm participation in the event or provision of advisory services in a specific manner. This means, in particular, signing the attendance list, a document informing about the provision of advisory services, the acceptance protocol, submitting the report resulting from the advisory services provided, taking a screenshot with the list of people participating in the online event.

5. Validation of the solution (or its key elements) in conditions similar to real ones will take place in such a way that the Recipient of the technology will allow the Startup to test the solution (or its key elements) for a period of 5 days in a place designated by it related to the conduct of business by the Recipient technology and related to the challenge / need of the Recipient of technology. The Startup and the Recipient of the technology mutually determine the date of this validation and its method so as to obtain reliable information about the suitability of the solution (or its key elements) for the Recipient of the technology. If a shorter or longer period is necessary to perform the validation, then the Startup and the Recipient of the technology may set a deadline other than a 5-day period.

6. The verification of the business conditions specified in the term sheet will be done in such a way that the Startup will present the most up-to-date data on the business conditions that will be compared with the assumed conditions. Business conditions may concern, inter alia, such criteria as issues of technological development of the solution, the scale of the Startup's operation, the staff involved, and the financial resources available to the Startup.

7. The Startup that successfully completes the Acceleration phase will be awarded the title of a graduate of the "Poland Prize powered by Kielce Technology Park" program. The Startup will be required to post information about the completion of the Acceleration Program on its website, using graphic materials and information on their use provided to it by the KTP. This information will include a link to the Acceleration Program website.

8. The Agreement may not be treated by the Business Partner as any expectation, guarantee or obligation on the part of KTP or Startup to provide a solution that will fully meet the challenge / need of the Business Partner or may be commercially or non-commercially used by the Business Partner.

## **Art. 6**

### **[Postacceleration and monitoring of the results of the Acceleration Program]**

1. The Startup that successfully completes the Acceleration phase may take part in post-acceleration activities. KTP, on the basis of information received from the Startup, people providing consulting services and a business partner, will develop a concept of post-acceleration activities that will be presented to the Startup. The concept will be individualized in terms of the defined needs of the Startup. The Startup may accept it and participate in post-acceleration or resign from participation in post-acceleration.

2. Regardless of the post-acceleration activities, the KTP is obliged to conduct monitoring activities, which means periodic verification of the progress in the development of the Startup and the commercialization of its project. For this purpose, KTP will contact the Startup every 6 months for a period of 2 years from the date of termination of participation in the Acceleration phase. The Startup will receive an appropriate questionnaire to complete and will participate in the conversation by phone or using electronic communication tools (such as the Zoom communicator), during which it will provide the KTP with relevant information. KTP, on its own initiative or at the request of relevant institutions (eg. Polish Agency for Enterprise Development), may also contact for monitoring purposes at another time, and the Startup undertakes to provide the necessary information.

3. The Startup agrees to receive from the KTP information on events that may serve to intensify the development of the Startup, such as cyclical technological reviews as well as competitions and subsidy programs.

4. The Startup will immediately notify KTP of each implementation of its technology or of an investment by the Startup's business partner or another entrepreneur. This information, in particular, will contain information on the method of implementation or investment, the implementation value (e.g. contract value) or investment, and with which entity the Startup managed to establish this business relationship. The commercialization of the Startup solution is considered to be the establishment of commercial relations, i.e. on an arm's length basis within 12 months from the date of termination of participation in the "Acceleration" phase.

## **Art. 7**

### **[Control and audit. Promotion of the Acceleration Program]**

1. The Startup confirms that throughout the duration of the Agreement and participation in the Acceleration Program, it undertakes to undergo control and audit on the same terms as provided for in art. 5 of the grant agreement 1.

2. The Startup confirms that throughout the period of participation in the Acceleration Program it will promote the Project on the same terms as provided for in Art. 5 of the grant agreement 1. In addition, the Startup will fulfill the above-mentioned obligations incumbent on it as a graduate of the "Poland Prize powered by Kielce Technology Park" program.

3. The business partner declares that he is aware that in connection with the promotion of the Acceleration Program by KTP and Startup, information about the cooperation between the Startup and the business partner may be publicly disclosed, together with the basic information on the solution developed by Startup and the challenge / need of the Partner for business purposes this solution responds to. Information on this subject will be present, in particular, on the KTP website, information and promotion materials prepared by the KTP and presented by Startup during the Demo Day.

4. KTP is entitled to provide personal data of the members of the Startup team and the Startup bodies, as well as representatives of the Business Partner involved in the implementation of the Project and members of the Business Partner bodies of the Polish Agency for Enterprise Development in connection with the participation of the Startup in the Acceleration Program and to process these data in the manner and at the time indicated in the

Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park". The processing of personal data takes place on the basis of the contract for entrusting the processing of personal data, constituting Annex 10 to the Agreement.

## **Art. 8**

### **[Withdrawal from the Agreement and termination of the Agreement]**

1. Each of the Parties may withdraw from the Agreement at least 30-day notice. Withdrawal from the contract specified in this section has the effect that the Startup cannot receive a grant for unrealized milestones, and in the event that it has received grant tranches that are an advance on the milestones that have not yet been achieved - it is obliged to return these grant tranches together with statutory interest immediately, However, no later than fourteen days from the withdrawal from the Agreement. In such a situation, the Startup may only receive public aid for correctly and timely completed milestones until the effective date of the termination of the Agreement, and in the remaining scope, return the KTP together with statutory interest. The Parties have the right to withdraw throughout the duration of the Agreement.
2. The Parties may terminate the Agreement by unanimous declaration of the Parties. To terminate the Agreement, it is also sufficient to submit a joint declaration of will by KTP and Startup, of which the KTP will immediately notify the business partner. Termination of the Agreement - unless the Parties have agreed otherwise - means that the Startup is obliged to return the entire grant received so far. In the event of termination of the Agreement, it is considered that the Startup did not participate in the Acceleration Program.
3. KTP may withdraw from the Agreement with immediate effect when:
  - a. it obtains credible information that the Startup does not perform or incorrectly performs its obligations under the Agreement, i.e. in particular, it incorrectly spends the grant received under the Project,
  - b. the participation of the Startup in the Acceleration Program creates a significant risk for the KTP in terms of spending the grant or achieving the goals set for the Project,
  - c. there was a connection - within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development - between Startup and KTP, the Polish Agency for Enterprise Development or an entity that provided consulting services to the Startup or a business partner cooperating with the Startup during the Acceleration phase, about which the Startup did not inform KTP,
  - d. it obtains reliable information that the Startup harms other Startups or business partners, in particular by disclosing confidential information obtained in connection with participation in the events included in the Acceleration Program,
  - e. it obtains reliable information that the Startup does not primarily independently develop its own innovative business idea, but entrusted the implementation of tasks in the scope greater than 50% of the costs provided for in the Detailed budget of the Individual Acceleration Plan,



f. the contract for co-financing the Project between KTP and the Polish Agency for Enterprise Development has been terminated or modified in such a way that the participation of the Startup in the Acceleration Program is not possible or justified by the objectives of the Project,

g. The Startup transferred to another entity the rights, obligations or receivables resulting from the Agreement without the prior consent of the KTP,

h. The Startup failed to secure the return of the grant with statutory interest, despite the KTP's request to provide such security.

4. The right of withdrawal indicated in sec. 3 above is entitled to KTP for the entire duration of the Agreement, and after its expiry within a month, since it became aware of the occurrence of any of the events indicated therein.

5. KTP has the right to call the Startup to take action to bring about a situation in which the above-mentioned circumstances, when dependent on the Startup, cease to affect the participation of the Startup in the Acceleration Program. In such a situation, KTP will set a date by which these activities should be carried out by Startup - under pain of termination of the Agreement.

6. KTP may suspend the payment of the grant tranche 1) until the doubts related to the proper implementation of the Agreement by the Startup are resolved, 2) for the time designated for the Startup to carry out corrective actions and 3) until the Startup fully complies with its obligation to undergo inspection or audit.

## **Art. 9**

### **[Force majeure]**

1. Each Party undertakes on its own behalf to take all necessary actions for the proper implementation of the Agreement and the achievement of the Project's objectives. Nevertheless, the Party shall not be liable for non-performance or improper performance of the Agreement, if it occurs due to reasons beyond the control of the Party, resulting from force majeure. Force majeure is a future and uncertain event, which cannot be prevented and whose consequences cannot be predicted or which resulted from circumstances for which the Parties are not responsible.

2. Each Party shall immediately notify the other Party of the occurrence of force majeure, but not later than within 72 hours from the moment when it was possible to notify about its occurrence.

3. The performance of the obligations of each of the Parties shall be postponed until the cessation of force majeure, and if the force majeure lasts for a period longer than 21 days, then the Party not affected by force majeure has the right to terminate the Agreement with immediate effect in writing or in a documentary form with an electronic qualified signature under pain of nullity.

4. The party affected by force majeure shall take whatever action is available to it to minimize the effect of force majeure on its operations and on the performance of the Agreement.



5. In connection with the COVID-19 pandemic and the measures taken to counteract its negative effects, circumstances may occur that will affect the implementation of the recruitment, Acceleration Program and post-acceleration activities. This may affect, in particular, the implementation, acceptance and timely payment of milestones. KTP reserves the right to terminate the Agreement with immediate effect, if due to the direct or indirect impact of the pandemic, proper performance of the Agreement is impossible or significantly impeded. The startup and business partner, each on their own behalf, accept this fact and waive any claims against KTP in this respect.

## **Art. 10**

### **[Confidentiality]**

1. The Agreement is confidential, which applies both to its content and, in particular, to its annexes, which may contain information of significant economic importance for KTP, Startup and Business Partner.

2. The Parties recognize as confidential information any technical, commercial and other information obtained in any way and contained in any form and on any medium, including know-how disclosed by the other Party, entities involved in the implementation of the Acceleration Program, business partners or other Startups participating in the Project, unless in a reasonable judgment they do not have and cannot have economic significance for the Party they concern. Confidential information will be used only for the purpose of implementing the Agreement and will be kept secret.

3. Each Party undertakes, on its own behalf, not to disclose confidential information to any third parties, except for its employees, advisers and other persons to whom disclosure of confidential information is necessary for the proper performance of the Agreement by the Party.

4. Confidential information is not:

a. the information that is or has become generally known,

b. intended for dissemination on the basis of a written or e-mail statement of the Party to which the information relates or agreed to be disseminated in connection with the implementation of information and promotion obligations related to the Project,

c. for which the Party to which the confidential information relates has released the other Party from the obligation to keep this confidential information secret,

d. information, the disclosure of which is requested by an authorized body in the form and content provided for by law (e.g. a final court decision or an obligation of a law enforcement authority), and only to the extent necessary.

5. KTP is entitled to store confidential information obtained from the Parties in connection with the implementation of the Project, in particular when it constitutes the documentation necessary for the settlement

of the grant, confirming the achievement of milestones, determination of the goals set for the Startup during Stage II. "Acceleration" and to provide access to this documentation to entities controlling and auditing the Project.

6. The provisions of this article shall be binding for the entire period of the Startup's participation in the Acceleration Program and for a period of 5 years from the date of termination of such participation.

## **Art. 11**

### **[Processing personal data]**

1. In order to meet the requirements imposed by 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 , hereinafter referred to as "GDPR", KTP informs that:

a. The administrator of personal data is the Kielce Technology Park in Kielce, hereinafter referred to as KTP, ul. Olszewskiego 6, 25-663 Kielce, represented by the Director of the KTP;

b. In case of questions regarding the processing of their data, they may contact the Data Protection Officer by writing to the following e-mail address: [iod@technopark.kielce.pl](mailto:iod@technopark.kielce.pl) or by post to the KTP address;

c. The provided personal data will be processed in order to conclude and perform the contract, as well as for communication related to the performance of the contract,

d. Recipients of personal data may be institutions authorized by law or entities authorized under a signed contract between the Administrator and this entity. These agreements will contain provisions specifying the terms and conditions under which these entities will process personal data;

e. The provided data will be processed for the period necessary to perform the contract and stored for the necessary archiving period, as defined by the applicable provisions of law in the field of accounting, tax and social security and for legal security, until any claims are time-barred;

f. You have the right to access your data, rectify it, copy data, limit processing or delete data, and this right will be exercised after a period not shorter than the period of data storage, as well as the right to object to the processing and transfer of data;

g. In the event of obtaining information about improper processing of personal data by the Administrator, the Administrator has the right to lodge a complaint against the processing of his personal data to the President of the Office for Personal Data Protection;

h. Personal data will not be subject to automated decision making, including profiling;

i. The data will not be transferred to a third country, i.e. outside the European Economic Area;

j. Providing personal data is voluntary, but necessary for the performance of the contract, and failure to provide personal data would prevent its conclusion;

k. Conclusion of the contract is also the consent to the manner and purpose of processing personal data provided at the conclusion of the contract as described in this paragraph;

l. You have the right to withdraw consent to the processing of personal data at any time, without affecting the lawfulness of the processing that was carried out before the consent was withdrawn, subject to the provisions of points 5 and 6.

2. The principles of data processing described in par. 1, apply accordingly to the persons indicated to represent the Startup who is a legal person or an entity without legal personality, and to persons indicated for contacts with the Startup. The Startup declares that it has informed these persons about the principles of data processing described in paragraph 1.

## **Art. 12**

### **[Final Provisions]**

1. If any provision of the Agreement is invalid or ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In this case, the Parties undertake to immediately replace (e.g. by means of an annex to the Agreement) the invalid or ineffective provision with a valid or effective provision, the purpose of which will be the same or possibly similar to the invalid or ineffective provision.

2. Changing the Startup's bank account does not constitute an amendment to the Agreement and, for its effectiveness, it only requires prior notification to the KTP.

3. The Agreement and any changes, amendments and supplements to the Agreement, as well as termination or withdrawal from the Agreement, require a written, electronic or documentary form consisting in the exchange of scans of signed documents sent from e-mail addresses intended for contact.

4. KTP designates for contact ....., tel. ...., e-mail: .....

The Startup appoints....., tel. ...., e-mail: .....

The business partner appoints ....., tel . ...., e-mail: .....

5. All written correspondence, including notices and summons, shall be delivered to the addresses indicated in the designations of the Parties. Delivery by the postal operator or courier service, no later than on the last day of receipt of correspondence after the second notification, is considered effective. The parties will inform each other of any change of delivery addresses. The delivery may also be made at the Startup headquarters by leaving correspondence at the reception desk of the building where the Startup headquarters is located. Refusal to accept or postal annotation indicating failure to receive correspondence on time shall have the effect of delivery. A letter is considered delivered in a situation where the sent correspondence is returned with the annotation "unknown addressee" or similar.

6. The Startup and the business partner may not transfer the rights and obligations or liabilities under the Agreement to any other entity without the prior consent of KTP. Only KTP is entitled to transfer rights and obligations or receivables under the Agreement.

7. The contract is governed by Polish law. In matters not covered by the Agreement, the provisions of law generally applicable in the territory of the Republic of Poland and the provisions of the documentation of Measure 2.5 Acceleration Programs - Poland Prize shall apply.

8. Any possible disputes arising in connection with or in relation to the Agreement shall be resolved through negotiations conducted in good faith. Failure to resolve the dispute in this way within 30 days or within another time limit set by the Parties means that the Party may seek a dispute resolution before a common court competent for the seat of KTP.

9. The Annexes are integral parts of the Agreement and should be interpreted as such.

10. The contract was drawn up in Polish and English in three copies, one for each of the Parties, and in case of doubt, the Polish language version is binding.

*Annexes:*

- *Annex 1 - Regulations for recruitment and acceleration to the Acceleration Program "Poland Prize powered by Kielce Technology Park",*
- *Annex 2 - Principles for simplified settlement of grants awarded to grant recipients in projects under Measure 2.5 Acceleration Programs - Poland Prize of the Intelligent Development Operational Program 2014-2020,*
- *Annex 3 - Schedule of the Individual Acceleration Plan,*
- *Annex 4 - Detailed budget of the Individual Acceleration Plan,*
- *Annex 5 - current excerpt from the National Court Register for the KTP (and any additional documentation, if the data in the National Court Register is not current),*
- *Annex 6 - current excerpt from the National Court Register for the Startup (and any additional documentation, if the data in the National Court Register is not up-to-date),*
- *Annex 7 - current excerpt from the National Court Register for the business partner (and possible additional documentation, if the data from the National Court Register is not up-to-date),*
- *Annex 8 - statement on the status of an SME of the Startup,*
- *Annex 9 - information form provided when applying for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fisheries, completed by Startup,*
- *[if applicable] Annex 11 - pre-investment agreement (term sheet) or an excerpt from it containing agreed business conditions verified at the third milestone [for Startups cooperating with the Investor]*

*Signatures:*

.....  
KTP

.....  
Startup

.....  
Business partner