

## GRANT AGREEMENT - ACCELERATION PHASE

concluded on ..... in Lublin between:

1. Lubelski Park Naukowo Technologiczny Spółka Akcyjna with its registered seat in Lublin, ul. Dobrzańskiego 3, 20-262 Lublin, entered into the Register of Entrepreneurs of the National Court Register by the District Court Lublin-Wschód in Lublin with its registered seat in Świdnik, 6th Commercial Division - National Court Register under number 228715, holding tax identification number (NIP) 7122914578, statistical number (REGON) 060005172, holding paid-up capital of PLN 60 903 000.00, represented by:

(a) ..... - President of the Management Board,

**Hereinafter referred to as the Accelerator**

&

2. ....

Represented by .....

**Hereinafter referred to as the Grantee,**

Individually referred to as a "Party" and collectively referred to as the "Parties".

## PREAMBLE

I.

1. The Accelerator has received funding from the Polish Agency for Enterprise Development as an Intermediate Body under the Operational Programme Intelligent Development 2014-2020 for the implementation of the Project named "Connect Poland Prize" based on the Grant Agreement no. POIR.02.05.00-00-0011/20-00, concluded on 18.06.2021 (hereinafter referred to as the "Project"). The Project is implemented under priority axis: II: Support for enterprises' environment and potential to conduct R&D&I activity, Measure 2.5: Acceleration programmes - Poland Prize.
2. The purpose of the Project is to achieve the objectives of the Operational Programme Intelligent Development 2014-2020 (hereinafter referred to as "OP IE") and the objectives of Measure 2.5 of OP IE - in particular, to improve the innovativeness of the Polish economy by supporting start-ups from outside of Poland with and in the development of solutions that will respond to the needs of the business customer.
3. The Grantee was selected through an open call announced by the Accelerator, based on the evaluation of the submitted intention, entitled ..... (here in after referred to as the "Intention").
4. The Parties declare that there are no ties between them in the meaning of Article 6c Subsection 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2020, item 299). Additionally, the Parties declare that there are no connections in the meaning of art. 6c par. 2 of the Act with entities providing services as part of the acceleration programme.
5. The Grantee undertakes the obligation to implement the Intention covered by the support under this agreement in a manner that will enable the Accelerator to achieve the above-mentioned objectives of the OP IR, within the period consistent with the Individual Acceleration Plan.

6. The Parties agree to uphold this Agreement in good faith, taking into account the principle of contractual loyalty. Notwithstanding the above, the Parties shall carry out the Agreement taking into account the obligations of a creditor and a debtor within the meaning of the Civil Code Act of 23 April 1964 (Journal of Laws of 2020, item 1740, as amended).
7. The Accelerator declares that during the acceleration period there is no possibility to acquire shares or stocks in any accelerated start-ups by the Accelerator or its affiliated entities within the meaning of Article 6c of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2020, item 299). The Accelerator undertakes that neither it nor its affiliated entities will acquire shares or stocks in such start-ups.
8. Whenever the Agreement does not specify a time limit for the performance of an obligation or right, it shall be assumed that the Parties are obliged to act immediately. For the purposes of performance of this Agreement, the term "immediately" shall be interpreted by the Parties in accordance with Article 455 of the Civil Code of 23 April 1964 (Journal of Laws of 2020, item 1740, as amended) as a real term, taking into account, however, the circumstances of the place and time as well as the regulations contained in Article 354 (principles of creditor's and debtor's liability) and Article 355 of the Civil Code (principles of assessing due diligence).

## II.

1. This Agreement is concluded and takes into account the legal provisions governing the granting, control and accounting of public aid granted to undertakings from European funds, and in particular those of:
  - 1) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (Official Journal of the European Union L 347 of 20.12.2013, p. 320, as amended), hereinafter referred to as Regulation No 1303/2013.
  - 2) Commission Delegated Regulation (EU) No 480/2014 of 3 March 2014 supplementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions of the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund (Official Journal of the European Union L 138 of 13.05.2014, p. 5, as amended), hereinafter referred to as Regulation 480/2014.
  - 3) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the European Union L 187 of 2014.06.26, p. 1, as amended), hereinafter referred to as Regulation No 651/2014.
  - 4) The Act of 11 July 2014 on the principles for the implementation of programmes on cohesion policy financed in the financial perspective 2014-2020 (Journal of Laws of 2020, item 818, as amended), hereinafter referred to as the The Implementation Act.
  - 5) The Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Dz.U. of 2020, item 299), hereinafter referred to as the PARP.

- 6) The Act of 27 August 2009 on public finance (Journal of Laws of 2021, item 305), hereinafter referred to as A.F.P.
- 7) 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 Programme Intelligent Development 2014-2020 (Journal of Laws of 2020, item 2133), hereinafter referred to as the Regulation on financial aid.
2. The Accelerator stipulates that the provisions of law shape the rights and obligations of the Parties and the rules of execution of this Agreement.
3. This Agreement is concluded in accordance with Polish law.
4. The court appropriate for the settlement of disputes between the Parties - those which are not resolved amicably - shall be the court with jurisdiction over the registered office of the Accelerator.
5. This Agreement is concluded in duplicate in Polish. Each copy of the Agreement is accompanied by a version of the Agreement in English. In the event of a linguistic discrepancy or interpretation of the provisions of the Agreement, it shall be deemed that the Polish language version of the Agreement shall be binding.

## § 1

### Definitions

1. **The Accelerator (beneficiary)** - Lubelski Park Naukowo Technologiczny S.A. - acting as an entity referred to in Article 2 item 1 of the Implementation Act; an entity acting for the benefit of economic development or an entity acting for the benefit of innovation, in particular by offering micro and small entrepreneurs dedicated programmes based, among others, on advisory and mentoring support which, due to their individual character, aim at accelerating the process of product (including service) creation and its commercialisation.
2. **Acceleration** - activities implemented by the beneficiary for the benefit of the Grant Recipient, described in the Individual Acceleration Plan, leading to the development of the Grant Recipient's product, aimed at enabling the pilot implementation of the solution developed by the Grant Recipient at the Technology Recipient or acquiring capital from the Investor.
3. **Investor (investment fund)** - an entity engaged in the collective investment in transferable securities or other forms of investment.
4. **Grant** - funds of the OP IE, which the beneficiary of the grant project entrusts to the Grantee, for the implementation of tasks covered by the intention of the Grantee.
5. **Individual Acceleration Plan** - a plan of work of the Accelerator and the Business Partner with the Grantee, lasting no longer than 10 months from the date of conclusion of the grant agreement for the implementation of the Acceleration Action, covering professional activities leading to the development of the Grantee's product, aimed at enabling the pilot implementation of the start-up solution at the Technology Recipient, or raising capital from the Investor; the Individual Acceleration Plan is described by:
  - a) the Detailed Budget of the Individual Acceleration Plan Constituting Appendix No. 1 to this Agreement, and
  - b) Schedule of the Individual Acceleration Plan Constituting Attachment No. 2 to this Agreement (hereinafter referred to as "HIPA").The Individual Acceleration Plan may not be changed without the approval of the Accelerator in the form of an annex to the Agreement.
6. **Individual Development Plan** - a plan of work of the Accelerator with the Grantee lasting no longer than 3 months from the date of conclusion of the Grant Agreement for the implementation of the Soft-

landing and Development activities, including bridging activities to provide the Grantee with the necessary conditions for undertaking appropriate business activities and individualised activities necessary for developing the Grantee's activity in Poland the Individual Development Plan is described by:

- a) a detailed budget of the Individual Development Plan and
- b) Schedule of the Individual Development Plan (hereinafter "HIPR");

The Individual Development Plan may not be changed without the expressed approval of the Accelerator.

7. **Milestone(s)** - a planned, measurable, observable event necessary for the progress of an Individual Development Plan / Individual Acceleration Plan, the occurrence of which makes it possible to undertake activities connected with the achievement of the next milestone specified in the Individual Development Plan or Acceleration Programme Schedule or, (in the case of the final milestone), signifies the completion of the Individual Development Plan / Individual Acceleration Programme respectively.
8. **Irregularity** - according to Art. 2 par. 36 of Regulation 1303/2013: means any infringement of Union law or national law concerning the application of Union law resulting from an act or omission by an economic operator involved in the implementation of the EFSI which has, or would have, the effect of prejudicing the Union budget by charging an unjustified item of expenditure to the Union budget. In case of doubt, the term shall be interpreted in light of the case law of the Court of Justice of the European Union and of national administrative and civil courts.
9. **PARP** - Polish Agency for Enterprise Development.
10. **Business Partner** - an entity that establishes cooperation with a start-up as part of the Acceleration measure, interested in implementing the Grantee's solution or making a capital investment. Business Partners in the acceleration programme act as: Technology Recipients (e.g., small, large or medium-sized enterprises, public finance sector units) or Investors (e.g., investment funds), who will ultimately be involved in Stage II, referred to in Subsection 13 below, in the form and scope determined between the Accelerator and the Grantee;
11. **The Grantee's staff** - persons conducting work for the Grantee, falling within the framework of the catalogue established in Article 5 of Annex I to Regulation 651/2014.
12. **Post-acceleration** - activities aimed at maximising the project results achieved by a start-up as a result of Acceleration, providing, for example, the continuation or extension of selected start-up development activities or maintaining their effects.
13. **Poland Prize acceleration programme** - a programme of the Accelerator's activities in separate rounds consisting of two stages, including the following activities: scouting, soft-landing and development (Stage I), acceleration (Stage II) and post-acceleration; based on intensive cooperation between the Grantee, the Accelerator and a Business Partner, as well as financial support aimed at enabling pilot implementation of a start-up solution with a technology Recipient or acquiring capital from an Investor.
14. **Development** - individualised activities necessary for the development of the Grantee's business in Poland, such as building a start-up team or improving its competencies, establishing relationships, developing the Grantee's product, promotion and acquiring a business partner by the Grantee, including but not limited to "concierge" support (dedicated advisor - mentor for the start-up).
15. **Soft-landing** - activities of a bridging nature aimed at providing the Grantee with the necessary conditions for the commencement of appropriate business activity, including, inter alia, the support of the "concierge" (dedicated advisor - mentor of the start-up).
16. **Eligibility Guidelines** - Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, issued by the minister in charge of development.

17. **Intention** - a set of organised activities, described in the Individual Development Programme or Individual Acceleration Programme, the progress of which is described by Milestones, aimed at achieving the objective of the Project.

## § 2

### The Purpose and subject matter of the Agreement

1. The subject matter of the Agreement is the determination of the terms and conditions for the transfer of the Grant to the Grantee, together with the rights and obligations of the parties to the Agreement.
2. This Agreement shall be entered into with the Grantee who has previously, and appropriately, performed the obligations covered by the Development Phase Grant Agreement, dated .....
3. This Agreement is concluded for the period until the completion of the Individual Acceleration Plan and the post-acceleration period, i.e., until .....
4. Under the terms of this Agreement, the Accelerator entrusts the Grantee with a Grant not exceeding PLN [.....] (in words: [.....]). The payment of any such amount to the Grantee is conditional upon the fulfilment of all obligations under this Agreement and all applicable laws. Failure to comply with the provisions of this Agreement and all applicable laws may result in a refusal to pay the Grant, or a request to the Grantee to return the Grant previously paid to them, in whole or in part.
5. The grant is publicly funded, pursuant to Article 22 of Regulation 651/2014 and Chapter 4 of the Financial Assistance Regulation.
6. The Grant is intended for the implementation of the project submitted by the Grantee, entitled ".....", accepted by the Accelerator, hereinafter referred to as "Project".
7. The Grant is intended solely for the implementation of the Project and may not be used for any other purpose.

## § 3

### The Polish Agency for Enterprise Development

The Parties declare that they are aware that PARP is the Intermediary Body under the OP IR within the meaning of the Implementation Act and provides co-financing to the Accelerator only, while the Grant is entrusted to the Grant Recipient by the Accelerator, and therefore:

- a) the Grantee shall have no claims against PARP in connection with this Agreement, including in respect of the Grant or its payment;
- b) PARP does not have any obligations towards the Grantee;
- c) PARP has control rights resulting from the Agreement, and legal regulations towards the Accelerator and the Grantee.

## § 4

### Conditions for granting public aid to the Grantee

1. In view of the fact that the Grant constitutes public aid, the Grantee declares that:
  - 1) they are an enterprise within the meaning of Article 1 of Annex I to Regulation 651/2014 and Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Official Journal of the EU L 124 of 20.05.2003, p. 36);
  - 2) they have not been listed on the stock exchange for the period of 5 years since entry in the relevant register or registers
  - 3) they have not been established by way of a merger;

- 4) they have not yet distributed any profits
  - 5) they have not taken over the activity of another undertaking;
  - 6) they meet the criteria of a micro or small entrepreneur within the meaning of Article 2 (1) and (2) of Regulation 651/2014;
  - 7) they are not an excluded entity as referred to in Article 207 of the A.f.p.
  - 8) they are not an entity referred to in Article 25 (1) of the Act of 30 April 2004 on proceedings in public aid cases (Journal of Laws of 2021, item 743);
  - 9) there are no circumstances referred to in Article 12(1)(1) of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing in the territory of the Republic of Poland (Journal of Laws of 2012, item 769, as amended) resulting in the exclusion of the Grantee from the possibility of receiving funds allocated for the implementation of programmes financed with the European funds;
  - 10) there are, and there will be, no circumstances indicated in the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty (Journal of Laws of 2020, item 358, as amended).;
2. The Grantee declares that during the period of performing the obligations set out in this Agreement they will fulfil the conditions of Measure 2.5 OP IE, which means that they will operate in the form of a capital company in which at least half of the shares, or stocks, are held by persons who are not Polish citizens, and at least one member of the company's management board is not a Polish citizen.
  3. The Grantee declares and undertakes that in carrying out their business activity and implementing the Intention and performing the provisions of this Agreement, they will comply with the applicable provisions of EU and Polish law, in accordance with the obligation stipulated in Article 6 of Regulation 1303/2013.
  4. The Grantee declares and agrees that in carrying out their business activities, in implementing the Intention and in carrying out the provisions of this Agreement, they will respect the principle of promoting equality between men and women and of equal, non-discriminatory behaviour, arising from Article 7 of Regulation 1303/2013. Respect for this principle requires the prevention of all forms of discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation. In addition, the Grantee will take into account the obligation to ensure accessibility to the place of activity for persons with disabilities.
  5. The Grantee declares and agrees that in conducting their business, implementing the Intention and performing the provisions of this Agreement, they will respect the principle of sustainable development, resulting from Article 8 of Regulation 1303/2013. In this connection, the Grantee will, in particular, take into account environmental protection requirements, the need for resource efficiency and the obligation to adapt their business to climate change.
  6. The Grantee declares and agrees that when selecting suppliers or service providers, they will respect the provisions of: Article 2 of the Treaty on European Union (TEU), Article 10 of the Treaty on the Functioning of the European Union (TFEU) and Art. 21 of the Charter of Fundamental Rights of the European Union - therefore the selection of suppliers or contractors shall not be influenced by gender, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation. At the same time, the Grantee shall indicate that the place where services are provided is adapted to the performance of activities by persons with disabilities.

7. The transfer of the Grantee's business activities to Mazowieckie Voivodship during the period of performance of this Agreement shall require the prior written and unequivocal consent of the Accelerator.
8. The Grantee declares and agrees that the subject matter of the Intention notified by them does not relate to the types of activities specified in:
  - 1) provision of § 4 (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 Programme Intelligent Development 2014-2020;
  - 2) the provision of Article 1 of Regulation 651/2014;
  - 3) the provision of Article 3(3) of the Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 Dec. 2013 on the European Regional Development Fund and specific provisions concerning the Investment for growth and job objectives repealing Regulation (EC) No 1080/2006.

## **§ 5**

### **Addressing conflicts of interest**

1. The parties are committed to exercising their duties and powers in a manner that precludes conflicts of interest.
2. For the purposes of this Agreement, a conflict of interest exists where the impartial and objective performance of duties or powers are compromised for reasons involving family, personal life, political affinity or connection with any country, economic interest or any other direct or indirect personal interest.
3. The Accelerator shall take measures to detect possible conflicts of interest, cases of corruption, fraud, double financing and circumvention of common law, and the Grantee shall be obliged to provide all information and documentation making it possible to establish the facts in this respect, and to require their staff to provide such relevant data and information.
4. The Grantee agrees that during the period of performance of this Agreement they shall conduct all transactions at arm's length within the meaning of Article 2(89) of Regulation 651/2014 - meaning that the terms and conditions of the transactions between the contracting parties do not differ from those that would be determined by independent undertakings, and do not contain any element of collusion. Any transaction that results from an open, transparent and non-discriminatory process is considered to meet the arm's length principle.
5. A Business partner must not be related to the Applicant within the meaning of Article 6c (2) of the APROP.
6. During the period of implementation of this Agreement, the Grantee may not purchase goods or services from affiliated or partner entities within the meaning of Article 3 (2) and (3) of Annex I to Regulation 651/2014. The Accelerator stipulates that the assessment of affiliations will be carried out taking into account the case law of the Court of Justice of the European Union and the decision-making practice of the European Commission, as well as the acquis of the Polish administrative and civil courts.
7. Notwithstanding the provisions of Subsection 4, the Grantee shall not purchase goods or services from entities which, directly or through other entities, have a personal or capital relationship with them. Personal or capital links are understood as links between the Grantee, or members of the Grantee's bodies, and the contractor or members of the contractor's bodies, consisting in:
  - 1) participating in the company as a partner in a civil partnership or partnership;
  - 2) holding at least 10% of shares or stocks;

- 3) performing the function of a member of a supervisory or managerial body, proxy or attorney;
- 4) being in such a legal or factual relationship that may raise justified doubts as to their impartiality in the selection of the economic operator, in particular being married, in a straight line, in a relationship of kinship or affinity in a collateral line to the second degree, or in a relationship of adoption, custody or guardianship.
8. During the term of the Agreement, the Grantee shall not assign to another party any rights, obligations or receivables under the Agreement, without the express and written consent of the Accelerator.
9. Each Party is obliged to inform any other any other Party immediately of the occurrence of circumstances justifying the suspicion of a Conflict of Interest. Any such information must have justification.
10. No later than 14 days after receiving the information referred to in Section 9, the other Party must respond to it.
11. In the event of a conflict of interest, the Parties shall proceed in good faith to assess the feasibility of remedying such an event, subject to Subsection 12.
12. If the Accelerator determines that a conflict of interest has occurred as a result of an intentional, knowing act or omission of the Grantee, or was intended to circumvent the provisions of the Agreement, or resulted from gross negligence, the Accelerator is entitled to terminate the Agreement.
13. If a conflict of interest concerns the purchase of products or services, the cost of such products or services shall become ineligible expenditure and shall not be subject to support from the funds of Measure 2.5 OP IE.

## § 6

### Conditions for the transfer of the Grant

1. The Grant shall be paid to the Grantee in installments (parts) upon fulfilment of the conditions indicated in this paragraph to the following bank account number, type: .....
2. The rules for approving expenditure from the account referred to in Subsection 1 are laid out in the provisions of § 9.
3. The Grant is paid to cover the costs necessary for the implementation of the Acceleration action - whereas the aid for this action may not exceed ..... PLN. The Grant is provided to enable the initial implementation of the Grantee's solution by the Technology Recipient and/or to obtain capital from the Investor.
4. The amount of aid referred to in Subsection 3 is determined in the Detailed Budget of the Individual Acceleration Plan, which is an annex to this Agreement. The detailed budget of the Individual Acceleration Plan is subject to approval by the Accelerator, the relevant Business Partner and the Grantee. The Accelerator will approve the Detailed Budget of the Individual Acceleration Plan if it is in accordance with the provisions of this Agreement and guarantees the achievement of the objective of the Project pursued by the Grantee.
5. The HIPA, Individual Acceleration Plan Schedule, attached hereto, provides three milestones, with the final milestone signified as:
  - 1) in the case of acceleration in collaboration with the Technology Recipient: obtaining the results of validation of the subject of development or its key elements in a near-real environment, based on which a decision is made on the possibility of further collaboration with the Technology Recipient(s) with the Grantee on the basis of the developed solution; or



- 2) in the case of acceleration in cooperation with the Investor: obtaining business results of the Grantee in accordance with the pre-investment agreement (term sheet) concluded between the Grantee and the Investor.
6. Each of the three milestones of the Individual Acceleration Plan are described in detail in HIPA, which is attached to this Agreement. Each of the three milestones are subject to approval by the Accelerator, the relevant Business Partner and the Grantee.
7. The achievement of the milestones referred to in Subsection 5 shall be confirmed by:
  - 1) a Milestone Achievement Report, which also confirms the achievement of the performance indicators describing the Milestone, and
  - 2) documents confirming the contents of the report, signed (within the meaning of Article 78 par. 1 of the Civil Code or a qualified electronic signature) by the Grantee and the Technology Recipient or the Investor.

The Accelerator does not introduce a closed catalogue of the documents referred to above but indicates that it must be clear from them that a Milestone has been achieved and an achievement indicator or indicators describing each of the Milestones referred to in Subsection 5.

8. The Accelerator shall have the right to request that the Grantee complete or correct the report, as well as to complete the documents and submit written explanations regarding the submitted documents. The Accelerator will exercise such rights to protect public funds and within the limits of the law, in particular those covered by the legal acts indicated in the preamble of this Agreement.
9. Each performance indicator must be objectively verifiable and must correspond (be relevant) to a milestone.  
Performance indicators must be specific, measurable, accessible, realistic and time-bound.
10. The Accelerator stipulates that the specifics of each milestone included in HIPA must reflect the nature and logic of the process:
  - 1) the product (including service), or technology development, in collaboration with the relevant Technology Recipient, ensuring conditions for the completion of the development process, with validation of the development object or its key elements in a near real-world environment; or
  - 2) business development of the Grantee in cooperation with the respective Investor, providing the conditions for obtaining the Grantee's business results in accordance with the pre-investment agreement (term sheet) entered into between the Grantee and the Investor.
11. HIPA sets deadlines for the achievement of Milestones. Failure to reach a Milestone by the deadline stated shall entitle the Accelerator to terminate this Agreement.
12. The achievement of each of the milestones of the Individual Acceleration Plan allows for the payment of a settlement amount representing a percentage of the amount of assistance provided in cash, as defined in HIPA. With respect to milestone III the settlement amount being no less than 45.00% of the amount of assistance provided. In connection with the above, the Parties agree that:
  - 1) achievement of Milestone I entitles the Grantee to payment of ..... % of the amount indicated in paragraph 6.3,
  - 2) achievement of Milestone II entitles the Grantee to payment of ..... % of the amount indicated in paragraph 6 item 3,
  - 3) achieving Milestone III entitles the Grantee to payment of ..... % of the amount indicated in Subsection 6, item 3.
13. For HIPA milestones, failure to achieve:
  - 1) Milestone I, or

- 2) Milestone II precludes taking actions described in HIPA as appropriate for, respectively:
- (a) Milestone II,
  - b) Milestone III.
14. Information on the achievement or non-achievement of each Milestone shall be prepared in writing by the Accelerator. The Accelerator prepares the Information on the basis of information and documents presented by the Grantee and, if applicable, on the basis of the results of inspections carried out on the Grantee. The Information prepared by the Accelerator is subject to approval by the Business Partner. After the Information is approved, it is forwarded to the Grantee.
15. The Grantee is entitled to submit objections to the content of the Information referred to in Subsection 14. The Accelerator will consider the objections within 21 days of receiving the objections. In order to consider the objections, the Accelerator may carry out an audit applying respectively the provisions of § 14 of the Agreement. The commencement of an audit suspends the time limit for the examination of objections.
16. Payment of the last installment of the Grant depends on the results of the audit, carried out by the Accelerator in accordance with the provisions of § 14 of the Agreement. A positive result of the audit - confirming the fulfilment of obligations under the Agreement - obliges the Accelerator to pay the last installment of the Grant.
17. The grant is paid by the Accelerator within 30 days of the positive outcome of the audit referred to in Section 16.
18. The Grantee is entitled to finance the costs necessary for the execution of the Agreement from their own resources.
19. The Accelerator may suspend payment of the next installment of the Grant in the event that:
- 1) The Grantee fails to submit to, or obstructs inspection or monitoring activities, including obstructing the Accelerator Manager's access to information;
  - 2) The Grantee fails to submit documents or information concerning the performance of the Agreement within the timeframe resulting from the Agreement or at the request of the Accelerator;
  - 3) The Accelerator obtains information justifying the presumption that the Grantee has misled the Accelerator as to the assumptions or degree of performance of the Agreement or submitted statements or documents;
  - 4) The Accelerator obtains information justifying the presumption that the Grantee has breached the provisions of this Agreement;
  - 5) The Accelerator becomes aware of the occurrence of circumstances that may necessitate the termination of this Agreement or demand the return of the Grant paid to the Grantee.
  - 6) Implementation of the provisions of the Agreement has not commenced for more than 4 weeks from the date of signing the Agreement, and the Accelerator has not been informed of the reasons for the delay;
  - 7) The Grantee has ceased operating, bankruptcy proceedings have been initiated against them under the provisions of the Act of 28 February 2003 Bankruptcy Law (Dz. U. of 2020, item 1228, as amended) or the provisions of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (OJ L 141, 5.6.2015, pp. 19-72).
  - 8) The Grantee has spent the Grant funds contrary to the Agreement, in particular for purposes other than those specified in the HIPA.

- 9) In order to obtain assistance, the Grantee has provided false statements or documents, or concealed information relevant to the assessment of the possibility of the Grantee receiving public assistance.
- 10) The Grantee is under an obligation to return the aid resulting from the decision of the European Commission declaring the aid illegal and incompatible with the internal market;
- 11) The Grantee has failed to establish the security referred to in § 19 of the Agreement by the due date.

## **§ 7**

### **Principles on the budget**

1. The detailed budget for the Individual Acceleration Program, which is attached to this Agreement, presents a calculation of the Grantee's expenses necessary for:
  - 1) The development of the Grantee's product (including service) or technology, in order to obtain the results of validation of the subject of development in a near-real environment, on the basis of which a decision is made on the possibility of further cooperation of the Recipient(s) of the technology with the start-up on the basis of the developed solution;
  - 2) Obtaining business results of the Grantee in accordance with the pre-investment agreement (term sheet) concluded between the start-up and the Investor on the basis of which a decision is made on the capital investment of the Investor in the Grantee.
2. The calculation referred to in Subsection 1 will take into account sole expenditure meeting the general eligibility conditions set out in the Eligibility Guidelines, i.e., expenditure which is necessary, reasonable and reliably estimated in relation to each Individual Accelerator Programme.
3. The Grantee and the Acceleration Manager shall carry out market analysis for every expense presented in the budget and document how this analysis was carried out. The analysis is carried out in accordance with the provisions of the Guidelines in the scope of eligibility.
4. The purposefulness, rationality and effectiveness of the expenditure included in the detailed budget of the Individual Accelerator Programme is subject to verification by the Accelerator as well as approval by the Accelerator and any relevant Business Partner. The Accelerator carries out the verification taking into account the principles set out in art. 44 par. 3 of the Act and cooperates with the Business Partner, considering its comments and objections when making his/her decisions. If the Accelerator demonstrates that the expenditure proposed by the Grantee does not comply with these rules, they refuse to approve it and inform the Business Partner about it. In this case, the questioned expenditure cannot be covered by the Detailed Budget of the Individual Acceleration Programme.

If the expenditure is approved by the Accelerator and Business Partner, the Grantee shall be notified immediately.

## **§ 8**

### **Rules for the payment of advances**

1. HIPA may consider the payment of settlement amounts (Grant) to the Grantee in the form of an advance payment, with the maximum value of an advance installment being 30% of the amount referred to in § 6.12 p.1 to 3 of this Agreement.
2. The Grantee may receive an advance payment in respect of any settlement amount specified in HIPA. The first installment of the advance payment may be received by the Grantee after the conclusion of the Grant Agreement, pursuant to the rules set forth in Subsection 4.

3. Subsequent advances, if provided for subsequent HIPA settlement amounts, shall be provided subject to the achievement of the milestone to which the previous advance installment is related. If a Milestone is not achieved, the settlement amount adopted for it in the Individual Acceleration Programme Schedule cannot be paid.
4. The payment of the advance is conditional upon:
  - 1) establishment bank account referred to in § 9 of this Agreement,
  - 2) payment of security for the correct performance of the Agreement, in accordance with § 19 of the Agreement.
5. The decision on disbursement of an advanced installment will be made by the Accelerator on the basis of the Grantee's application and will depend on the assessment of the justification provided by the Grantee.

### § 9

#### Bank account

1. All payments by the Accelerator to the Grantee made in the execution of this Agreement shall be paid into a bank account with the bank: ....., account no: .....
2. The Accelerator will promptly approve any instruction to transfer funds from the account after the Grantee has provided information confirming that the transfer is in fulfillment of this Agreement, for HIPA covered expenditures. Along with the milestone report, the Grantee will be required to state that the expenditure or transfers were not made to an affiliate or partner entity.
3. The Accelerator does not agree to transfer funds paid under this Agreement to any other account of the Grantee, or to the account of an affiliate or partner.
4. The Accelerator shall have the right to request additional clarification from the Grantee if they have doubts as to the compliance of the expenditure under this Agreement.
5. In the event of changing the bank account referred to in Subsection 1, the Grantee is obligated to immediately notify the Accelerator and sign the relevant annex to the Agreement. In order to conclude the annex, the Grantee is obligated to submit to the Accelerator a certificate from the bank confirming that he/she is the owner of the new bank account. A breach of the provisions of this paragraph will result in the fact that the payment made by the Accelerator to the bank account indicated in the Agreement will be considered as proper performance of this Agreement, and the Grantee will not have any claims against the Accelerator in any such case.

### § 10

#### Eligible costs

1. Subject to the provisions of this Section, all eligible expenses are those identified in HIPA.
2. Eligible expenditure is incurred in respect of:
  - 1) remuneration for persons participating in the implementation of the Individual Acceleration Programme; including persons engaged under the basis of civil-law contracts,
  - 2) the purchase of services,
  - 3) the purchase of fixed assets,
  - 4) the purchase of intangible assets,
  - 5) the implementation of information and promotional activities.
  - 6) Other costs.
3. Expenses not covered by HIPA are deemed ineligible.
4. Any expenditure not covered by HIPA is deemed ineligible.

5. Expenditure incurred by the Grantee on value added tax (VAT) shall not be eligible.
6. The conclusion of this Agreement is not tantamount to recognizing as eligible all costs incurred during its implementation. In the event of a breach of the provisions of this Agreement, or the provisions of the Eligibility Guidelines, the Accelerator may consider the expenditure ineligible.
7. To assess the eligibility of expenditure, the Accelerator applies the provisions of the Eligibility Guidelines, in particular Chapter 6.2 of the Guidelines.
8. Due to the nature of public aid granted to the Grantee, and the settlement of expenditure in the form of lump sums, the Grantee shall not apply the procedures for the selection of contractors referred to in chapter 6.5 of the Eligibility Guidelines.
9. The Accelerator shall establish the following specific conditions for the eligibility of expenditure:
  - 1) The cost of the acceleration activity must include the cost of purchasing the services of the Acceleration Manager, up to ..... % of the amount of the eligible costs.
  - 2) The Parties agree that the cost of purchasing the services of the Acceleration Manager shall not be less than 2 % of the amount of the eligible costs.
10. Failure by the Grantee to purchase the services of the Acceleration Manager shall constitute a material breach of this Agreement, entitling the Accelerator to terminate this Agreement by giving one month's notice.

## § 11

### The Acceleration Manager

1. The Acceleration Manager is appointed by the Accelerator from among candidates with appropriate knowledge and professional experience. The grantee concludes with the Acceleration Manager, appointed by the Accelerator, a civil law agreement specifying as a minimum: the rules for determining the amount of remuneration, the duration of the Manager's work, the mode of communication between the parties pertaining to this agreement, the scope of the Manager's duties and the confidentiality rules.
2. The Acceleration Manager's task is primarily to provide substantive assistance to the Grantee in terms of finding, or verifying, the right business model, validating the product concept, preparing for meetings with investors and establishing a network of business contacts in the Polish market.
3. The scope of tasks of the Acceleration Manager includes: cooperation in the development of the Individual Acceleration Plan, and then its implementation on the basis of the selected industry/specialisation, along with designated Milestones and indicators of their implementation. The scope of tasks of the Acceleration Manager also includes carrying out the analysis of the Grantee's needs, facilitating access to industry mentors, technologies, key training through market analyses carried out in this respect; carrying out the monitoring of tasks and the achievement of milestones by the Grantee.
4. The agreement between the Grantee and the Acceleration Manager must stipulate that the Manager is entitled to have access to any and all information regarding the Grantee's activities, including expenditure incurred under this Agreement.
5. The Acceleration Manager is entitled to carry out inspections of the Grantee. The provisions of § 14 of the Agreement apply accordingly.
6. The exchange of information between the Accelerator and the Acceleration Manager concerning the affairs of the Grantee shall not constitute a breach of the confidentiality principle referred to in Subsection 1.

7. The Grantee is entitled to apply to the Accelerator for a change of Acceleration Manager. Such a request must include justification. The Accelerator is not bound by the Grantee's request. The Accelerator will consider the Grantee's request within 21 days from the date of the submission.

## **§ 12**

### **Supervision by the Accelerator**

1. The Accelerator is entitled to control and supervise the performance of the Agreement.
2. The right of inspection is to be understood in such a way that the Grantee is obliged to present to the Accelerator all and any documents or information describing the manner of the performance of the Agreement. The right of supervision is to be understood as meaning that the Accelerator has the right to request the Grantee to change the performance of the Agreement if it is determined that the Grantee is executing the Agreement in a manner that violates its provisions.
3. The Accelerator has the right to make copies of all documents originating from the Grantee or those in the possession of the Grantee concerning the implementation of this Agreement. These documents will be forwarded to PARP and other authorised bodies, in particular those indicated in § 14, paragraph 3 of this Agreement.
4. The Accelerator conducts ongoing monitoring of progress of the Individual Acceleration Plan, with particular emphasis on its compliance with HIPA.
5. Upon request by the Accelerator, the Grantee shall promptly provide all documentation, material and information relating to the performance of the Agreement.
6. The Grantee shall comply with the orders of the Accelerator, issued in connection with the right to carry out inspection and supervision concerning: the removal of identified irregularities, non-compliances or risks.
7. The Grantee is obliged to immediately inform the Accelerator of any threats, inconsistencies and irregularities in the performance of the Agreement, as well as of the intention to abandon the execution of the Agreement, as well as the risk of failure to achieve Milestones or performance indicators.
8. The Accelerator is not obliged to monitor the amount of expenditure actually incurred by the Grantee under the Individual Development Plan or the Individual Acceleration Plan.

## **§ 13**

### **Supervision of organisational changes of the Grantee**

1. Subject to Section 2, during the implementation of the Agreement, any and all organisational changes to the Grantee's enterprise, in particular involving merger, division and transformation, shall require prior written notification to the Accelerator. This provision applies mutatis mutandis to the disposal of shares or stocks by the Grantee.
2. If the Grantee's Business Partner acts as an Investor, taking up shares or stocks in the Grantee by the Business Partner does not require the Accelerator's consent.
3. Along with the information referred to in Subsection 1, the Grantee will provide the Accelerator with documents specifying the scope of the planned organisational changes. On the basis of the information and documents submitted, the Accelerator will make a legal analysis of the impact of the planned organisational changes on the possibility of continuation of the Agreement. With the results of the analysis carried out, the Accelerator presents the findings to the Grantee in a letter, including legal justification. If the results of the qualification indicate that the changes planned by the Grantee threaten

the possibility of further continuation of this Agreement, the Accelerator informs the Grantee of the above.

4. Subject to Section 2, the Accelerator may impose their approval of a change in the partners or shareholders of the Grantee, or the granting of a favourable opinion on planned organisational changes to the Grantee's business upon the Grantee's compliance with additional conditions, directed at ensuring the lawful implementation of the provisions of this Agreement.

#### **§ 14**

##### **Control & Monitoring**

1. The Accelerator (or persons acting for, and on, their behalf) will conduct monitoring and inspection of the performance of this Agreement by the Grantee, to which the Grantee agrees. The Grantee is obliged to provide assistance in carrying out monitoring and inspection, including making available premises and documentation.
2. Specifically, documentation confirming the achievement of milestones, (including their respective indicators), will be checked.
3. The beneficiary also agrees to, and will enable control, to be carried out at any time by the managing authority, i.e., the minister in charge of regional development. The tasks in this scope are performed by an organisational unit in the office servicing that minister. The unit is responsible for the preparation and implementation of the IR OP indicated in the Detailed description of the priorities of the Innovative Development Operational Programme 2014-2020, the certifying authority, i.e., the minister in charge of regional development, whose tasks in this scope are performed by an organisational unit in the office servicing that minister, responsible for the implementation of tasks in the scope of certification and indicated in the Detailed description of the priorities of the Innovative Development Operational Programme 2014-2020. The minister in charge of regional development, whose tasks in this scope are performed by an organisational unit in the office servicing that minister, responsible for the implementation of tasks in the scope of certification and indicated in the Detailed description of the priorities of the Innovative Development Operational Programme 2014-2020, the General Inspector of Fiscal Control who is responsible for ensuring audits to verify the efficient functioning of the management and control system of the Operational Programme Innovative Development 2014 - 2020 and audits of operations, the European Commission, or any other institution authorized to conduct audits on the basis of separate regulations or authorizations, and to make available, at the request of these institutions and the European Court of Auditors, all documentation related to the Grant Project and the executed Agreement.
4. The Grantee agrees to submit to inspection performed for the purposes of the Project by the Accelerator or an entity indicated by it. The control will be performed by the Accelerator or other institutions authorized by law or entities indicated by PARP or the Accelerator. Failure by the Grantee to submit to inspection by the Accelerator or authorised entities will be considered a breach of the Agreement.
5. The Accelerator shall visit the Grantee for monitoring or inspection purposes. The visits will be announced no less than 7 days before the date of the visit. The Grantee will be informed about the purpose of the monitoring or inspection visit and its scope.
6. The Accelerator reserves the right to conduct audits or control visits without prior notice, if they become aware of irregularities in the implementation of the Agreement by the Grantee, in particular the spending of funds from the Grant for purposes not related to the Agreement.
7. Inspections may be carried out at the premises of the Accelerator on the basis of documents provided by the Grantee or at any place directly related to the activities of the Grantee.

8. In the case of an inspection carried out at the Grantee's place of business, the Accelerator must be provided with access to the areas and premises where the activities related to the Agreement are carried out, the accounting computer system for the implementation of the Agreement, and all documentation related to the implementation of the Agreement, including all documents and computer files and any other media related to the financial and technical management of the activities related to the implementation of the Agreement.
9. The Grantee shall ensure, at their own expense, the presence of individuals who will provide explanations on the disbursement of funds and other issues related to the implementation of the Agreement.
10. Failure by the Grantee to comply with the obligations set out in this Section shall be treated as an impediment to the carrying out of inspection or monitoring activities.  
Before the Accelerator decides to apply the sanction provisions, the Accelerator shall call upon the Grantee to comply with control obligations - unless the Accelerator has knowledge of a knowing or intentional breach of the Agreement by the Grantee resulting from an act or omission.

#### **§ 15**

##### **Intellectual property**

1. The Grantee represents, and warrants, that they are entitled in their own name to dispose of the full rights to the solutions covered by the Intention, including those previously developed under the Grant Agreement in the development phase.
2. The Grantee represents that on the date of entering into this Agreement, the intellectual property rights necessary to perform this Agreement are not encumbered by any property or bond rights in favour of any third party other than the Business Partner, or seized in any enforcement proceedings, and the Grantee has not undertaken to sell or encumber by any property or bond rights all or part of the intellectual property rights necessary to perform the Agreement, nor has the Grantee entered into any preliminary agreement in this regard, nor has the Grantee made any offer to any entity other than the Business Partner.
3. The Grantee declares that the Project, or its elements, have never been subject to any form of marketing in the Polish market (within the territory of the Republic of Poland). For the avoidance of doubt, the Parties point out that the notion of market is assessed in the light of the Commission Notice on the definition of the relevant market for the purposes of Community competition law (97/C 372/03, text with EEA relevance; OJ C 372, 9.12.1997, p. 5, Polish special edition: Chapter 08 Volume 001 pp. 155 - 163).
4. The Accelerator requires that intellectual property rights created in connection with the performance of this Agreement shall be owned by the Grantee. The Grantee may dispose of the intellectual property rights for the benefit of a Business Partner after obtaining a positive decision from the Acceleration Manager. When preparing the decision, the Acceleration Manager is bound by the content of the agreement concluded between the Grantee and the Business Partner.

#### **§ 16**

##### **Sustainability**

1. Where the Grantee uses the Grant, or part of it, to purchase fixed assets (infrastructure) or to carry out productive investments, (investments enabling the production of a product or the provision of a



- service), the Grantee shall be required to maintain the sustainability of the Intention for a period of 3 years from the date of payment of the last installment of the Grant to the Grantee.
2. The principle of sustainability is breached, in accordance with Article 71(1) of Regulation 1303/2013, in the following cases:
    - 1) there is a cessation of productive activity or its transfer outside the programme support area,
    - 2) there is a change of ownership of an element of co-financed infrastructure which gives an undue advantage to the company,
    - 3) there is significant change affecting the nature of the project, its objectives or the conditions of its implementation which could lead to a violation of its original assumptions.
  3. The Grantee shall immediately inform the Accelerator, but no later than within 7 days of the occurrence of any event, of any circumstances that may breach the principle of the sustainability of the Project.
  4. In the event of a breach of the principle of sustainability, §22 of this Agreement shall apply mutatis mutandis.

### **§ 17**

#### **Confidentiality Obligations**

1. The Parties undertake to regard "Confidential Information" as information provided by, and to, each other, disclosed at any time, regardless of the form and content of the information - with the reservation that any Confidential Information is also available to PARP, the OP IE Managing Authority and the authorised bodies indicated in § 14, section 3 of this Agreement.
2. Under the conditions referred to in Subsection 1, data and information expressed in writing, graphically, visually or contained in devices, instruments or other objects, and otherwise expressed, relating to all technical, technological, commercial, organisational, financial and business information shall be regarded as confidential information.
3. In the event of doubt as to the confidentiality of information, the Parties are to understand that any information exchanged between them is Confidential Information.
4. The Parties are not entitled to use Confidential Information for purposes other than in the performance of this Agreement.
5. The obligation of confidentiality pursuant to the content of this Agreement shall not apply to any part of the Confidential Information which:
  - 1) prior to the signing of this Agreement, or during the term of this Agreement is already, or became publicly available, without breach of this Agreement by the Parties, their employees, associates and subcontractors,
  - 2) is, or becomes, available to the Parties from a source other than the Final Beneficiary, provided that it was obtained without infringement,
  - 3) information which the Parties have agreed in advance, in writing, to divulge.
6. In the event that the Accelerator receives a request for the disclosure of Confidential Information on the basis of a decision by a competent Court, or a decision issued by a competent public administration body, the Accelerator is obliged, if legally permissible, to immediately notify the Grantee of such a request.
7. If either Party determines that there has been a disclosure of Confidential Information, the Parties shall take all reasonable steps to ensure that the Confidential Information is prevented from further disclosure or dissemination.
8. The Parties undertake that within 5 (five) years from the date of signing this Agreement, they will not disclose Confidential Information received from each other to third parties, subject to Subsections 5 and

6, and after the lapse of this period the Parties will immediately agree on the manner of handling Confidential Information and the media on which it is recorded.

## **§ 18**

### **Principles of liability**

1. Subject to the provisions of § 17, the Accelerator shall not be liable for damages arising in connection to the implementation of the Agreement, in particular the Grantee shall not be entitled to compensation in the event of delay in the payment of financial support resulting from circumstances beyond the control of the Accelerator.
2. The Accelerator shall not be liable to any third parties for damages arising in connection with the performance of the Agreement by the Grantee.

## **§ 19**

### **Guarantee for the correct performance of obligations under the Agreement**

1. The Grant shall be paid to the Grantee after the establishment and lodging by the Grantee of a performance guarantee under the terms of Subsection 2.
2. The Grantee shall, no later than within 14 days of entering into this Agreement, establish and provide the Accelerator with guarantee in one of the following two forms:
  - 1) a declaration of voluntary submission to the execution in accordance with Article 777 § 1 item 5 of the Act of 17 November 1964 Code of Civil Procedure (Journal of Laws of 2020, item 1575, as amended), as to reimbursement of the amount representing 110% of the maximum grant referred to in § 2(2) of the Agreement, or
  - 2) a blank bill of exchange with a bill of exchange declaration, the specimen of which constitutes Attachment No. 3 attached to this Agreement. The bill of exchange shall be issued by the Grantee and is guaranteed by members of the Management Board. The promissory note declaration stipulates that the promissory note may be filled up to the amount of the receivable to be reimbursed, however not more than 110% of the maximum co-financing referred to in § 2, item 2 of the Agreement.
3. In the case of the guarantee referred to in Subsection 1, The Accelerator has the right to apply for an enforcement clause for a period of 5 years from the date of termination of this Agreement.
4. In the case of the guarantee referred to in Subsection 2 item. 2, after appropriate fulfilment by the Grantee of all obligations set out in this Agreement, the Accelerator, at the request of the Grantee, will return the established guarantee.
5. If the Grantee fails to submit the application referred to in Subsection 4, the Accelerator shall request the Grantee to collect the guarantee. If the Grantee fails to collect the guarantee, the Accelerator shall be entitled, at their discretion, to apply for cancellation of the promissory note or commission destruction of the promissory note.
6. The Accelerator has the right to carry out legal enforcement against the Grantee in the event that he fails to return the grant total paid plus interest calculated as for tax arrears within the prescribed period despite written request for reimbursement.
7. The cost of establishing the guarantee referred to in Paragraph 2 is covered by the Final Beneficiary from their own funds.

8. Failure to establish, or transfer to the Accelerator, the guarantee referred to in Subsection 2 within the period set out in Subsection 2 provides the basis for termination of the Agreement immediately, without due notice.

## § 20

### Amendments to the Agreement

1. The Grantee has the right to request an amendment to HIPA for one or more Milestones - in terms of the planned deadline for achieving milestones, or the description or target value of one or more indicators specific to a given Milestone.  
The amendment referred to in Subsection 1 is possible only before the deadline specified in the HIPA for a given Milestone.
2. The application referred to in Subsection 1 must be accepted by the Accelerator and the Business Partner. In the event of acceptance, the Parties shall update HIPA and make an annex to this Agreement.
3. The Accelerator will not agree to amend the HIPA if it leads to non-compliance with the grant agreement concluded by the Accelerator with PARP, or if it leads to non-compliance with the objectives of Measure 2.5 OP IR.
4. At the request of the Grantee, the Parties, with the consent of the Business Partner, may decide to suspend the execution of the Individual Acceleration Programme for a specified period of time.
5. In the case of requests for amendments to the Agreement submitted for a reason other than those indicated in Subsection 1, the Accelerator will assess the circumstances indicated in Subsection 4. No amendment to the Agreement is acceptable if as a result of which the Grantee would no longer meet the criteria for eligibility for public aid under Measure 2.5 OP IR or under the Project.
6. If it is necessary to amend this Agreement due to changes to the applicable legislation governing the provision of aid from public funds, the Accelerator shall provide the Grantee with a draft of the relevant annex, setting the deadline for its signing. Refusal to sign the annex adapting the content of this Agreement to the applicable laws entitles the Accelerator to make a decision on termination of the Agreement.
7. Changes to the Agreement cannot, nor may not, lead to an increase in the co-financing indicated in the Agreement.
8. Except as provided in Subsection 7, amendments to the Agreement shall be made in writing, otherwise they will be null and void.
9. Amendment to the detailed budget of the Individual Acceleration Plan Constituting Annex 1 to this Agreement and HIPA, constituting Annex 2 to this Agreement, shall require amendment in the form of an annex to the Agreement.

## § 21

### Termination of the Agreement

1. The Agreement may be terminated by either Party upon giving one month's notice. The termination notice shall state the reasons why.
2. The Accelerator may terminate the Agreement if irregularities occur during the implementation of the Project that make further implementation of the Grant Agreement (Accelerator Agreement) impossible or inexpedient. The Accelerator may terminate the Agreement if they determine that one or more of the circumstances indicated in § 6.19 of the Agreement have arisen.

3. Subject to Subsection 4, in the event of termination of the Agreement before all obligations incumbent on the Grantee have been fulfilled, the Grantee shall be obliged to repay the Grant in accordance with the principles set out in § 22 of the Agreement.
4. The Grantee shall not be liable to the Accelerator, or be deemed to be in breach of the Agreement, with respect to their non-performance or improper performance being the result of force majeure.
5. In the event of termination of the Grant Agreement (Acceleration Agreement) for the reasons referred to in this Paragraph, the Final Beneficiary shall not be entitled to compensation.

## § 22

### The Reimbursement of subsidies

1. In the event of the termination of the agreement pursuant to § 21 of the Agreement, or in the event of non-compliant use by the Grantee of the support granted, the Grantee shall be obliged to return all, or part of, the provided support with interest at the rate specified for tax arrears calculated from the date of transfer of support to the Grantee's bank account until the date of its return, within 14 days from the date of delivery of the call for return drawn up by the Accelerator.
2. The request for reimbursement shall take into account the principle of proportionality and the principles set out in Article 143 of Regulation 1303/2013.
3. The summons referred to in Subsection 1 will be sent by the Accelerator to the Grantee's address indicated in this Agreement, by registered mail with a return receipt. In addition, the summons will be sent in electronic form, in the manner specified in § 27 of the Agreement.

## § 23

### Promotion

1. The grantee is required to apply point 2.2 Obligations of beneficiaries of Annex XII to Regulation 1303/2013 and Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the detailed arrangements for the transfer and management of contributions from programmes, the provision of reports on the implementation of financial instruments, the technical characteristics of information and communication activities for operations and the system for recording and storing data.
2. The Grantee is advised to apply for the information and publicity of the Grant Project, with the principles laid down in the "Manual for applicants and beneficiaries of cohesion policy programmes 2014-2020 on information and publicity" published at [www.poir.gov.pl](http://www.poir.gov.pl).
3. The Grantee is obliged to participate in the events prepared for him/her, and taking place within the framework of the Project in the Accelerator's premises, or in a place or manner indicated by the Accelerator, which will be communicated at least 5 (five) working days before the planned event.
4. The Grantee agrees that the Accelerator may use the Grantee's trademark, word mark, graphic or word and graphic designation in marketing, or promotional materials concerning, or related to, the Project.
5. The Grantee agrees to the use of his/her image in marketing and promotional materials concerning, or related to, the Programme.

#### **§ 24.**

##### **Personal data protection**

1. The Grantee agrees that the Accelerator may process their personal data in a manner consistent with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with respect to the processing of personal data, and on the movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as "RODO"), for purposes related to the Project and the performance of this Agreement.
2. The parties agree to comply with their obligations under the provisions of RODO.

#### **§ 25**

##### **The Storage of documents**

1. The Grantee shall be required to store, in a manner guaranteeing appropriate security, all documents related to the implementation of the Agreement and the State aid received for a period of at least 10 years from the date of signing the Agreement.
2. In the event of a change in the place of storage of documents, as well as in the event of suspension or discontinuance or liquidation of the activities of the Grantee before the expiry of the period referred to in Subsection 1, the Grantee agrees to immediately inform the Accelerator in writing of the location of the storage of said documents related to the implementation of the Intention.

#### **§ 26**

##### **Force majeure**

1. The Parties shall not be liable for non-performance or undue performance of this Agreement caused by force majeure events.
2. Force Majeure means an unforeseeable exceptional situation, or event, beyond the control of the parties of this Agreement which prevents any of them from performing their obligations under this Agreement, and which was not due to error or negligence on their part, or on the part of their subcontractors, and which could not have been avoided by acting with reasonable and proper diligence.
3. A shortage of labour, materials and raw materials shall not be regarded as force majeure unless this is due to circumstances of force majeure.
4. The Parties shall immediately notify each other of the occurrence of circumstances regarded as force majeure in each of the ways indicated in § 27.

#### **§ 27**

##### **Deliveries**

1. The Parties shall exchange correspondence in writing and by electronic means to the addresses of their registered offices and to designated e-mail addresses.
2. In the cases indicated in this Agreement, and in matters concerning the ongoing performance of the Agreement, the parties may send information to each other at the following e-mail addresses:
  - the Accelerator: .....
  - Grantees: .....
3. Communication between the Parties may also be carried out by means of the Grantee's individual account at [www.polandprize.lpnt.eu](http://www.polandprize.lpnt.eu).

4. The Parties agree to inform each other immediately of any changes to their addresses of correspondence.
5. If the Grantee fails to inform the Accelerator of a change of address, including e-mail address, correspondence delivered to the current address of the Grantee as indicated in the body of the Agreement, or in Subsection 2, is considered to have been delivered effectively.
6. If the Grantee is not informed by the Accelerator about the change of address, including e-mail address, the correspondence delivered to the current address of the Accelerator, indicated in the body of the Agreement, or in Subsection 2, is considered to have been delivered effectively.

#### **§ 28**

##### **Salvatorio clause**

1. The Parties acknowledge that all provisions of the Agreement are valid and binding. However, if any provision of the Agreement proves or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement, unless the Parties would not have concluded the Agreement without those provisions, and it is not possible to amend or supplement the Agreement in the manner set out in Subsection 2.
2. In the event that any provision of the Agreement proves or becomes invalid, or unenforceable, the Parties shall immediately amend or supplement the Agreement so as to reflect as closely as possible the Parties' intention as expressed in the provision that has been held as invalid or unenforceable.

#### **§ 29**

##### **Final provisions**

1. The failure of a Party to insist on strict compliance with any provision of the Agreement in any circumstance is not deemed to be a waiver, and shall not deprive any Party of the right to subsequently insist on strict compliance with that provision or any other provision of the Agreement. The failure or delayed exercise by a Party of any right, power or privilege conferred by this Agreement, or any practice which becomes entrenched between the Parties, shall not be deemed to be a waiver of the rights of such parties, nor shall any single or partial exercise of any right, power or privilege under the Agreement prevent the simultaneous or subsequent exercise of any other right, power or privilege. A single consent to a breach of any express terms or implied terms of this Agreement will not constitute consent to further breaches.
2. In case of doubt, the provisions of the Agreement shall be interpreted in the light of the provisions of the legal acts referred to in the Preamble.
3. Due to the content of the Guidelines on eligibility, the Accelerator stipulates that the total professional engagement of the Grantee's staff, regardless of the form of engagement, in the implementation of all projects financed from the Structural Funds and the Cohesion Fund and activities financed from other sources, including the Grantee's own funds and other entities, does not exceed 276 hours per month. The above limit includes periods of annual leave and periods of incapacity to work due to illness. In accordance with the Guidelines, this limit does not include other absences of the employee such as unpaid leave, parental and maternity leave. The Accelerator requires the Grantee to stipulate in contracts with staff the effectiveness of this condition and to ensure that they are able to supervise the implementation of this condition.
4. The transfer of the Grantee's rights and obligations under this Agreement to third parties shall require the prior, written and express consent of the Accelerator.

5. The Agreement has been drawn up in 2 counterparts, one for each of the Parties.
6. The Grant Agreement (Acceleration Agreement) shall enter into force on the date of the signature by the last of the Parties.
7. Annexes constitute an integral part of the Agreement:
  - 1) Attachment No. 1 - Detailed Budget of the Individual Acceleration Plan,
  - 2) Attachment No. 2 - Schedule for the Individual Acceleration Plan,
  - 3) Attachment No. 3 - Specimen promissory note and declaration,
  - 4) Attachment No. 4 - Application.

.....

Accelerator

.....

Grantee

Project no. POIR.02.05.00-00-0011/20 entitled „Connect Poland Prize” within the Measure 2.5 Acceleration Programmes- Poland Prize, the Smart Growth Operational Programme 2014–2020, co-financed by the European Union through the European Regional Development Fund

Detailed Budget of the Individual Acceleration Plan - startup no. ...

Attachment no. 1

Activity number	Activity name	Type of expenses necessary to technology development (checklist)	Name of expense	Type of support	VAT eligibility	Measurement unit (checklist) (lista wyboru)	Number of units	Unit price in PLN	TOTAL - total expenditure	TOTAL - eligible expenditure	TOTAL - ineligible expenditure	Method of market research and establishment of the number of units and the unit price
										the amount of support to be settled by the settlement amount		
1	Acceleration			public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
				public assistance	N				0,00		0,00	description
<b>Total</b>									<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	

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<b>Approval</b>
for Accelerator/ date ..... / .....
for Business Partner / date ..... / .....
for Startup (Final Beneficiary) / date ..... / .....





Project no. POIR.02.05.00-00-0011/20 entitled „Connect Poland Prize” within the Measure 2.5 Acceleration Programmes- Poland Prize, the Smart Growth Operational Programme 2014–2020, co-financed by the European Union through the European Regional Development Fund

Schedule of the Individual Acceleration Plan (HIPA) - startup no. ...

Attachment no. 2

Beginning of the program:		<b>The amount of funds granted</b>
End of the program:		<b>0 zł</b>
Number of days of the program	<b>0</b>	

No. milestone	Description of the milestone	Expected milestone achievement date	Milestone indicator	The value of the indicator	Percentage of the settlement amount to be payment	The settlement amount to be payment	Including the amount of the planned advance	The remaining lump sum due if a milestone is reached
1	<i>description</i>		<i>name</i>	<i>number</i>		0 zł	0 zł	0 zł
			<i>name</i>	<i>number</i>				
			<i>name</i>	<i>number</i>				
2	<i>description</i>		<i>name</i>	<i>number</i>		0 zł	0 zł	0 zł
3	<i>obtain the results of validation of the subject of development in a near-real environment/ Obtain business results of the Grantee in accordance with the pre-investment agreement (term sheet)</i>		<i>name</i>	<i>number</i>	<b>[not less than 45% the amount of funds granted]</b>	0 zł	0 zł	0 zł
			<i>name</i>	<i>number</i>				
						<b>0 zł</b>	0 zł	0 zł

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