

GRANT AGREEMENT - DEVELOPMENT 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

b) - Member 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 "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 in the development of solutions that will meet 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 (hereinafter referred to as the "Intention").
4. The parties declare that there are no ties between them within 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).

5. The Grantee agrees to implement the Intention supported under this agreement in a manner that enables the Accelerator to achieve the above-mentioned objectives of the IR OP, within a period consistent with the Individual Development Plan.
6. The Parties agree to perform this Agreement in good faith, taking into account the principle of contractual loyalty. Notwithstanding the above, the Parties shall perform 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 exists no possibility to acquire shares or stocks in accelerated start-ups by the Accelerator or their 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 agrees that neither themselves nor their 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 the 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 provisions of the law, defining the rules for granting, controlling and accounting for public aid granted to enterprises from European funds, in particular the provisions:
 - 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 laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund 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 on 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 concerning cohesion policy financed in the financial perspective 2014-2020 (Journal of Laws of 2020, item 818, as amended), hereinafter referred to as 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 "**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 specifies that the provisions of law determine 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 not resolved amicably - shall be the court with jurisdiction over the registered office of the Accelerator.
 5. This Agreement is drawn up 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 point 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 Grantee, described in the Individual Acceleration Plan, leading to the development of the Grantee's product, aimed at enabling the pilot implementation of the solution developed by the Grantee with the Technology Recipient or acquiring capital from the Investor.
3. **Investor (investment fund)** - an entity engaged in 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 between the Accelerator, a Business Partner and the Grantee, lasting no longer than 10 months from the date of conclusion of the grant agreement for the implementation of the Acceleration Measure, covering professional activities leading to the development of the Grantee's product, aimed at enabling the pilot implementation of the start-up solution with its technology recipient or raising capital from the Investor; the Individual Acceleration Plan is described by:
 - (a) a detailed budget for the Individual Acceleration Plan and,
 - (b) the Individual Acceleration Plan Schedule (hereinafter referred to as "HIPA").

The Individual Acceleration Plan cannot be changed without the approval of the Accelerator.

6. **Individual Development Plan** - the Accelerator's plan of work with the Grantee lasting no longer than 3 months from the date of the 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 business in Poland; the Individual Development Plan is described by:
 - (a) the detailed budget of the Individual Development Plan Constituting Annex No. 1 to this Agreement and,
 - b) Schedule of the Individual Development Plan attached as appendix no. 2 to this Agreement (hereinafter referred to as the "HIPR");The Individual Development Plan may not be changed without the approval of the Accelerator in the form of an annex to the Agreement.
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 to 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 the 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 under Acceleration measures, 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 (investment funds), who will ultimately be involved in Stage II, referred to in Section 13 below, in the form and scope determined with the Accelerator and the Grantee.
11. **The Grantee's staff** - persons conducting work for the Grantee, falling within 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, 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 the Business Partner, as well as support in the form of a grant to enable pilot implementation of a start-up solution with a Technology Recipient or acquisition of capital from an Investor.
14. **Development** - individualised activities necessary for the development of the Grantee's business in Poland, related to, for example, building a start-up team or increasing its competencies, establishing relationships, developing the Grantee's product, promotion and acquiring a business partner by the

Grantee, including, but not limited to, the support of a "conciierge" (dedicated advisor - tutor of a start-up), referred to in § 11 of the Agreement.

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 a "conciierge" (dedicated advisor - guardian 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 of the Agreement is to define the terms and conditions for the transfer of the Grant to the Grantee, along with the rights and obligations of the parties to the Agreement.
2. This Agreement is concluded for a period of time lasting until completion of the Individual Development Plan, i.e., until
3. The correct execution of this agreement is the condition that the Grant Recipient can apply for development support, within the scope defined in the Individual Development Plan.
4. Under the terms of this Agreement, the Accelerator entrusts the Grantee with a Grant not exceeding PLN [.....] (in words:[.....])
The Grant is divided into two installments:
 - 1) the installment intended for the implementation of the Soft landing stage - in the amount of [.....] PLN (in words:[.....], hereinafter referred to as the "1st installment of the Grant";
 - 2) the instalments designated for the implementation of the Development stage in the amount of PLN [.....] (in words:[.....], (hereinafter referred to as 'II Grant instalment').The Grant installments may be paid in parts.
5. The payment to the Grantee of the amount so defined, in the installments specified above, shall be conditional upon the fulfilment of all obligations arising under this Agreement and the applicable legal provisions. Failure to comply with the provisions of this Agreement, and applicable laws, may result in a refusal to pay the Grant or a request to the Grantee to return the Grant previously paid to him, in whole or in part.
6. The grant is one of public aid, provided under Article 22 of Regulation 651/2014 and Chapter 4 of the Financial Assistance Regulation.
7. The Grant is intended for the implementation of the project submitted by the Grantee, entitled ".....", accepted by the Accelerator, hereinafter referred to as "Project".
8. The Grant is intended solely for the implementation of the Project and may not be used for any other purpose.

§ 3

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 regulation towards the Accelerator and the Grantee.

§ 4

Conditions for granting public aid to the Grantee

1. In connection with the fact that the Grant constitutes public aid, the Grantee declares that:
 - 1) they have 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 within the past 5 years from the date of entry in the relevant register or registers;
 - 3) they have not been established by way of merger;
 - 4) they have not yet distributed any profits;
 - 5) have not taken over the activity of another undertaking;
 - 6) meets 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 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 a non- Polish citizen.
3. The Grantee declares and agrees that in conducting their business, 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 obligations 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 performing 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.

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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 shall 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 the Grantee does not concern 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 December 2013 on the European Regional Development Fund and specific provisions concerning the Investment for growth and job objectives and repealing Regulation (EC) No 1080/2006.

§ 5

Addressing conflicts of interest

1. The parties agree to exercise their respective responsibilities 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 power is 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 required to provide all information and documents making it possible to establish the facts in this respect, and to require their staff to submit such 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. The business partner may not be affiliated with the grantee within the meaning of Article 6c (2) of the AARP.
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 provision of Subsection 4, the Grantee may not purchase goods or services from entities which, directly or through other entities, have a personal or capital relationship with the Grantee. 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 of:
 - 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 the 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 Party immediately of the occurrence, of circumstances, justifying the suspicion of a Conflict of Interest. 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 any such event, subject to Subsection 12.
12. If the Accelerator determines that a conflict of interest has occurred as a result of an intentional or 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 becomes ineligible expenditure and is not 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 section to the following bank account number:
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 costs necessary for the implementation of the Soft-landing and Development activities - while assistance for these activities may not exceed a total of PLN The grant is awarded in order to provide the Grantee with the necessary conditions for commencing and developing business activity in Poland.

The amount of the Grant referred to in Subsection 3 is determined in the Detailed Budget of the Individual Development Plan, which is an annex to this Agreement.

The detailed budget of the Individual Development Plan is subject to approval by the Accelerator and the Grantee. The Accelerator will approve the Detailed Budget of the Individual Development Plan if it is in accordance with the provisions of this Agreement and ensures the achievement of the objective of the Intention pursued by the Grantee.

4. The HIPR Individual Development Plan Schedule attached to this Agreement is provided a milestone, which means that:
 - 1) the Grantee is engaged in a business activity confirmed by an entry in the Register of Entrepreneurs of the National Court Register, which conditions the transfer of the first installment of the Grant to the Grantee, and
 - 2) The Grantee has established cooperation with a Business Partner, confirmed in writing by both cooperating parties, which conditions the transfer of the 2nd Grant installment to the Grantee.
5. The Grantee is required to enter into cooperation with a Business Partner within the timeframe specified in the Individual Development Plan Schedule, by If this obligation is breached, the Grantee is deemed not to have entered into cooperation with a Business Partner and the milestone has not been achieved.
6. The achievement of the milestone referred to in Subsection 5 is documented by:
 - 1) Information from the KRS Register of Entrepreneurs, taken in accordance with the provisions of the Act of 20 August 1997 on the National Court Register (Journal of Laws of 2021, item 112, as amended), and
 - 2) The Agreement concluded with the Business Partner. The Accelerator stipulates that the Agreement with the Business Partner will be reviewed for compliance with this Agreement and applicable laws. The Accelerator has the right to require that the Business Partner Agreement be deemed to have met a Milestone subject to any amendments or reservations to that Agreement required by the Accelerator. The right so defined will be exercised by Accelerator exclusively to protect public funds and within the limits of the law, in particular those covered by the acts indicated in the preamble of this Agreement.
7. In the case of failure to achieve a HIPR milestone, the settlement amount established for it may not be paid to the Grantee - with the proviso that the achievement of the HIPR indicator confirming the fulfilment of the condition indicated in Subsection 6 point 1 enables the payment of the part of this settlement amount corresponding to the costs of the Soft-landing activity, subject to the provision of § 8 Section 1 point 1 of the Agreement.
8. Information on the achievement, or non-achievement, of a Milestone shall be prepared in writing by the Accelerator. The Accelerator prepares the Information on the basis of materials and documents provided by the Grantee and, if applicable, on the outcome of inspections carried out on the Grantee.
9. The Grantee is entitled to submit objections regarding the content of the Information referred to in Subsection 9. The Accelerator will consider such objections within 21 days of their submission. In order to consider any objections, the Accelerator may carry out an audit in accordance with the provisions of § 14 of the Agreement. The commencement of an audit suspends the time limit for the examination of objections.
10. The payment of the final part of the second 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 - requires the Accelerator to pay the final part of the Grant.

11. Subject to the provisions of § 8 of the Agreement setting out the rules for the payment of advances, the Grant is paid by the Accelerator within 30 days of the positive results of the audit referred to in Subsection 11.
12. The Grantee shall be entitled to fund the execution of the Agreement from their own resources.
13. The Accelerator may suspend payment of the next installment of the Grant or part of the installment of the Grant in the event that:
 - 1) the Grantee fails to submit to, or obstructs inspection or monitoring activities, including obstructing the concierge (Grantee's supervisor) 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 objectives or degree of performance of the Agreement or the statements or documents submitted;
 - 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 the demand for return of the Grant paid to the Grantee.
 - 6) Implementation of the provisions of the Agreement have not commenced for more than 4 weeks from the date of signing the Agreement and the Accelerator has not been informed as to 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 of 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 indicated in the HIPR.
 - 9) In order to obtain aid, the Grantee has submitted false statements or documents or concealed information relevant for the assessment concerning the possibility of granting public aid to the Grantee.
 - 10) The Grantee is under a legal 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 a guarantee within the time limit referred to in § 19 of the Agreement.

§ 7

Budgetary principles

1. The detailed budget of the Individual Development Programme attached to this Agreement presents the calculation of expenses of the Grantee necessary to start and develop business activity in Poland.
2. The calculation referred to in Subsection 1 shall take into account exclusively expenditure meeting the general eligibility conditions set out in the eligibility guidelines, i.e., expenditure which is necessary, justified and reliable assessed for each individual development programme.
3. The grantee and the concierge shall carry out market analysis for all expenditure 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 on eligibility.

In connection with the analysis referred to in Subsection 3, the Accelerator verifies the expediency, rationality and effectiveness of the expenditure included in the budget. The Accelerator carries out this verification taking into consideration the rules set out in Article 44(3) of the P.F.R. If the Accelerator demonstrates that the expenditure proposed by the Grantee does not comply with these principles, they will refuse to approve it. In this case, the questioned expenditure may not be covered by the detailed budget of the Individual Development Programme.

§ 8

Rules for the payment of advances

1. HIPR may take into account the payment of the settlement amount (Grant) to the Grantee in the form of an advance payment, under the following rules:
 - 1) for the Soft-landing measure, the maximum value of the advance payment shall be 100% of the eligible costs set out in the Detailed Budget of the Individual Development Plan;
 - 2) for the Development measure, the maximum value of the advance payment is up to 40% of the eligible costs set out in the detailed budget of the Individual Development Plan.
2. The payment of the advance is conditional upon:
 - 1) establishment of bank account referred to in § 9 of this Agreement,
 - 2) payment of a guarantee for the proper performance of the Agreement, in accordance with § 19 of the Agreement.
3. The decision on disbursement of the installment as an advance payment will be made individually by the Accelerator on the basis of the Grant Recipient's application, and will depend on the assessment of the justification provided by the Grant Recipient.

§ 9

Bank account

1. All payments by the Accelerator to the Grantee made in performance of this Agreement shall be made to the Grantee's bank account, denominated in Polish currency, at:, account no.:
2. Along with the milestone report, the Grantee will be required to declare that expenditure or transfers were not made to a personal or equity affiliate nor a partner entity.
3. The Accelerator does not consent to the transfer of funds paid under this Agreement to another 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 with this Agreement.
5. In the event of changing the bank account referred to in Subsection 1, the Grantee is required to immediately notify the Accelerator and sign an appropriate annex to the Agreement. In order to conclude the annex, the Grantee is obliged 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 Section 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, eligible expenditure shall be that indicated in the HIPR.
2. Expenditure is eligible if incurred for:
 - 1) salaries of persons participating in the Individual Development Programme; including persons engaged by the Grantee under 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 promotion activities.
3. Any expenditure not covered by the HIPR is ineligible.
4. Expenditure incurred by the Grantee on value added tax (VAT) is not eligible.
5. The conclusion of this Agreement is not tantamount in 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.
6. To assess the eligibility of expenditure, the Accelerator applies the provisions of the Eligibility Guidelines, in particular Chapter 6.2 of the Guidelines.
7. Due to the nature of the public aid granted to the Grantee, and the settlement of expenditure by means of installments, the Grantee shall not apply the procedures for the selection of contractors referred to in chapter 6.5 of the Eligibility Guidelines.
8. The Accelerator establishes the following as the specific conditions for the eligibility of expenses:
 - 1) The cost of Soft-landing activities must include the cost of purchasing the services of a "concierge" - the Grantee's mentor, up to 50% of the amount of the costs of Soft-landing activities. The Parties agree that the cost of purchasing the services of the concierge shall not be less than 20% of the amount of the costs of the Soft-landing activities.
 - 2) Development Activity Costs must include the cost of purchasing the services of a "concierge" - the Grantee's mentor, up to 20% of the amount of the Development Activity Costs. The parties agree that the cost of purchasing concierge services will be no less than 5% of the amount of the costs of the Development activities.
9. Failure by the Grantee to purchase concierge services constitutes a material breach of this Agreement, entitling the Accelerator to terminate this Agreement by giving one month's notice.

§ 11

Concierge – The Grantee's guardian

1. The concierge - or start-up supervisor - is appointed by the Accelerator from among candidates with appropriate knowledge and professional experience. The grantee enters into a civil law agreement with the concierge indicated by the Accelerator, specifying as a minimum: the rules for determining the amount of remuneration, the work time of the concierge, the mode of communication between the parties to this agreement, the scope of duties of the concierge and the rules of confidentiality.
2. The primary duty of the concierge shall be to provide answers to the Grantee's questions and to provide substantive support for the Grantee's business activities in Poland. The concierge is authorised to point out risks to the Grantee in terms of decisions made by the Grantee.
3. The concierge shall provide substantive, consultative and operational support to the Grantee, including but not limited to: optimal tailoring of services to the individual needs of the Grantee, support in the preparation of the Individual Development Programme, setting and monitoring the progress of the development programme based on Milestones, access to relevant Technology Experts and business mentors.

4. The agreement between the Grantee and the concierge must stipulate that the concierge is entitled to have access to all information about the Grantee's activities, including expenditure incurred under this Agreement.
5. The concierge is authorised to conduct inspections of the Grantee. The provisions of § 14 of the Agreement shall apply accordingly.
6. The exchange of information between the Accelerator and the concierge concerning the affairs of the Grantee shall not constitute a breach of the principle of confidentiality referred to in Subsection 1.
7. The Grantee shall be entitled to make a request to the Accelerator to change the concierge. Such a request must include justification. The Accelerator is not bound by the Grantee's request. The Accelerator shall consider the Grantee's application within 21 days of its submission.

§ 12

Supervision by the Accelerator

1. The Accelerator is authorised to control and supervise the performance of the Agreement.
2. The right of inspection is to be understood as meaning that the Grantee is required to provide the Accelerator with all documentation or information describing how the Agreement is performed. The right of supervision is to be understood as meaning that the Accelerator has the right to request the Grantee to change the way of performing the Agreement if it is determined that the Grantee is performing 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 at the disposal 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, Subsection 3 of this Agreement.
4. The Accelerator conducts on-going monitoring on the progress of the Individual Development Plan, with particular emphasis placed on its compliance with HIPR respectively.
5. Upon request by the Accelerator, the Grantee shall promptly provide all documents, material and information relating to the performance of the Agreement.
6. The Grantee shall comply with the instructions of the Accelerator, issued in connection with the right to inspect and supervise regarding: the removal of identified irregularities, non-compliances or risks.
7. The Grantee is obligated to immediately inform the Accelerator of any threats, inconsistencies and irregularities in the execution of the Agreement, as well as the intention to discontinue the execution of the Agreement, as well as the occurrence of the risk of failure to achieve the 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.

§ 13

Supervision of organisational changes of the Grantee

1. During the implementation of the Agreement, any organisational changes to the Grantee's business, in particular those involving mergers, demergers and conversions, require prior written notification be given to the Accelerator.
2. Along with the information, the Grantee will provide the Accelerator with documents specifying the scope of the planned organisational changes. Based on the information and documents submitted, the Accelerator makes a legal assessment of the impact of the planned organisational changes on the

possibility of the continuation of the Agreement. With the results of the assessment, the Accelerator presents them to the Grantee in a letter, including legal justification. If the results of the assessment 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.

3. The provision of Subsection 2 apply mutatis mutandis to the disposal by the Grantee of shares or stocks.
4. The Accelerator may condition an approval of a change in the Grantee's partners or shareholders, or the granting of a positive review of planned organisational changes to the Grantee's enterprise, subject to the Grantee fulfilling additional conditions aimed at ensuring the lawful implementation of the provisions of this Agreement.

§ 14

Control and 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 required to provide assistance in carrying out monitoring and inspection, including the provision of premises and documents.
2. In particular, any documentation confirming the achievement of Milestones, including their respective indicators, shall be checked.
3. The beneficiary 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. These tasks in this regard are performed by an organisational unit in the office servicing that minister, 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 regard 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 area are performed by an organisational unit in the office servicing that minister, responsible for the implementation of tasks in the field 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 audits carried out for the purposes of the Project by the Accelerator or an entity indicated by them. 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 audits 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 monitoring or controlled 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 pursuant to 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 obstruction to inspection or monitoring activities.
11. Before the Accelerator decides to apply the penalty provisions, the Accelerator shall call on the Grantee to comply with the control obligations - unless the Accelerator has knowledge of a deliberate 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 hold exclusive rights to the Intent submitted by them under the Accelerator Program and that they are entitled to dispose of the full rights to the solutions covered by the Intent on their own behalf.
2. The Grantee declares that, on the date of entering into this Agreement, the Intention or any elements submitted by the Grantee are not encumbered by any property or bond rights in favour of third parties or seized in enforcement proceedings, and the Grantee has not undertaken to sell or encumber by any property or bond right, all or part of the intellectual property rights necessary to realise the Intention, nor have they entered into a preliminary agreement or made an offer in this respect.
3. The Grantee declares that the Project, or its elements, have never been subject to any form of marketing on the Polish market (within the territory of the Republic of Poland). For the avoidance of any 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 to the Business Partner after obtaining approval from the Concierge. In drawing up their opinion, the Concierge 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 a 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, however no later than within 7 days from the occurrence of an event, of any circumstances that may violate the principle of 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 agree to regard "Confidential Information" as any 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, Subsection 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 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, or become 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 any 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 not further disclosed or disseminated.
8. The Parties agree 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 to 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 in accordance with the rules set out in Subsection 2.
2. The Grantee shall, within 14 days of the conclusion of this Agreement at the latest, establish and provide the Accelerator with guarantee in one of the following two forms:
 - 1) a declaration on voluntary submission to 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(4) of the Agreement, or
 - 2) a blank bill of exchange with a bill of exchange declaration, a specimen of which constitutes Attachment No. 3 to this Agreement. The bill of exchange shall be issued by the Grantee and 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 debt to be reimbursed, however not more than 110% of the maximum co-financing referred to in § 2, item 4 of the Agreement.
3. In the case of the guarantee referred to in Subsection 2 par. 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 the proper performance 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 enforce against the Grantee if the Grantee fails to return the amount of the grant plus interest calculated for tax arrears within a specified period, despite a written request for return.
7. The cost of the guarantee referred to in Subsection 2 shall be borne by the Final Beneficiary from their own resources.
8. Failure to establish, or transfer to the Accelerator, the guarantee referred to in Subsection 2, within the period established in Subsection 2, is the basis for immediate termination of the Agreement, without prior notice.

§ 20

Amendments to the Agreement

1. Amendments to the Agreement may not lead to an increase in the co-financing indicated in the Agreement.
2. Amendments to the detailed budget of the Individual Development Plan attached as Annex 1 to this Agreement, and the HIPR attached as Annex 2 to this Agreement, shall require amendments in the form of an annex to the Agreement.

§ 21

Termination of the Agreement

1. The Agreement may be terminated by either Party giving one month's notice. The termination notice shall state the reasons for the termination.
2. The Accelerator may terminate the Agreement if irregularities occur during the implementation of the Project that make further implementation of the Agreement impossible or inexpedient. The Accelerator may terminate the Agreement when it has been determined that one or more of the circumstances indicated in § 6.14 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 liable 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 deemed to be in breach of the Agreement, in connection with non-performance or improper performance to the extent that such non-performance or improper performance is due to force majeure.
5. In the event of the termination of the Agreement for the reasons referred to in this Section, the Grantee 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 to him/her, the Grantee shall be required to return all or part of the support provided, together with interest at the rate specified for tax arrears calculated from the date of transfer of the 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 letter 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 to 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 whose principles are 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.
3. The Grantee is required to participate in the events prepared for him/her and which take place within the framework of the Project in the Accelerator's premises or in a place or form indicated by the Accelerator, about which he/she will be informed of 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 in relation 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 keep, in a manner which guarantees 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 of place of the 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 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 to 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. Parties shall exchange correspondence in writing and by electronic means at their respective registered addresses 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 through the Grantee's individual account at 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, any and all correspondence delivered to the current address of the Grantee as indicated in the body of the Agreement, or in Subsection 2, is deemed to have been delivered effectively.
6. If the Grantee is not informed by the Accelerator about any 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 deemed 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 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 shall not be 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 or implied term 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 or 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 Development Plan,
 - 2) Attachment No. 2 - Schedule of the Individual Development Plan,
 - 3) Attachment No. 3 - Specimen promissory note and declaration,
 - 4) Attachment No. 4 – Application form.

.....
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 Development Plan (Soft-landing + Development) - startup no.

Attachment no. 1

Activity number	Activity name	Type of expenses necessary to start a business (checklist)	Name of expense	Type of support	VAT eligibility	Measurement unit (checklist)	Number of units	Unit price in PLN	TOTAL - total expenditure	TOTAL - eligible expenditure the amount of support to be settled by the settlement amount	TOTAL - ineligible expenditure	Method of market research and establishment of the number of units and the unit price
1	Soft - landing - startup no. ...			public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
Razem									0,00	0,00	0,00	
Activity number	Activity name	Type of expenses necessary to start a business (checklist)	Name of expense	Type of support	VAT eligibility	Measurement unit (checklist)	Number of units	Unit price in PLN	TOTAL - total expenditure	TOTAL - eligible expenditure the amount of support to be settled by the settlement amount	TOTAL - ineligible expenditure	Method of market research and establishment of the number of units and the unit price
2	Development - startup no. ...			public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
				public assistance	N				0,00		0,00	<i>description</i>
Total									0,00	0,00	0,00	

0,00

Approval
<small>for Accelerator / date</small>
<small>for Startup (Final Beneficiary) / date</small>

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 Development Plan - start-up no.

Attachment no. 2

Beginning of the program:	
End of the program:	
Number of days of the program	0

The amount of funds granted
0 zł

Description of the milestone	Expected milestone achievement date	Milestone indicator	The settlement amount to be payment total	including the settlement amount for the Soft -lending activity	Amount of the planned advance	including planned advance for the Soft -lending activity	The remaining lump sum due if a milestone is reached
The Startup is running a business in Poland and has started cooperation with Business Partner		1. the economic activity in Poland entered in the register of entrepreneurs of the National Court Register	0,00 zł	[not more than PLN 10,000]	0,00 zł	0,00 zł	0,00 zł
		2. written confirmation of starting the cooperation with Business Partner					
			0,00 zł	0,00 zł	0,00 zł	0,00 zł	0,00 zł

Approval
for Accelerator / date
for Startup (Final Beneficiary) / date