

# Grant Agreement (Acceleration Agreement) No ...

concluded in Kraków on the ..... day of ..... between:

**Krakowski Park Technologiczny spółka z ograniczoną odpowiedzialnością (Kraków Technology Park, KPT) with its principal place of business in Kraków**, whose registered seat in ul. Podole 60, 30-394 Kraków, entered into the Register of Entrepreneurs managed by the National Court Register under KRS number 0000058058, whose registration documentation is kept by the District Court for Kraków-Śródmieście in Kraków, 11th Economic Division of the National Court Register, holding REGON business registration number 351381295 and tax identification number NIP 6751157834, with share capital of PLN 25,372,000 fully paid-up,  
duly represented by:

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

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

hereinafter referred to as “**KPT**”

and

..... **the company** ..... **with its its principal place of business in** ....., whose registered seat is in ....., entered into the Register of Entrepreneurs managed by the National Court Register under KRS number ....., whose registration documentation is kept by the District Court for ....., Economic Division of the National Court Register, holding REGON business registration number ..... and tax identification number NIP ....., with share capital of PLN ..... fully paid up,  
duly represented by:

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

hereinafter referred to as “**Startup**”

and each entity individually a “**Party**”, or together the “**Parties**”  
whereas:

*Following the selection of the Startup to participate in KPT Poland Prize Acceleration Programme the Parties conclude this Grant Agreement (Acceleration Agreement), hereinafter referred to as the “Agreement”, which defines the rights and obligations of the Parties related to the Startup’s participation in the Acceleration Programme.*

## Article 1

### [Subject of the Agreement]

1. KPT declares that it is an accelerator implementing the KPT Poland Prize project (No.: POIR.02.05.00-00-0027/20), on the grounds of the agreement of 17 June 2021 concluded with the Polish Agency for Enterprise Development (hereinafter: “PARP”), implemented under Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020 and cofinanced from the budget of the European Union. Based on this agreement, KPT is entitled to provide grants to startups participating in the Acceleration Programme. The grants constitute public aid for startups pursuant to Article 22 of 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 (hereinafter: “GBER Regulation”).

2. The KPT concludes the Agreement on the grounds of:
  - Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006 (hereinafter: “Regulation 1301/2013”)
  - Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on 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 (hereinafter: “Regulation 1303/2013”)
  - GBER Regulations
  - Act of 11 July 2014 on the principles for the implementation of programmes in the area of cohesion policy financed in the financial perspective 2014–2020 (hereinafter: “Implementation Act”)
  - Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (“Act on PARP”)
  - Regulation of the Minister of Infrastructure and Development of 10 July 2015 on the granting of financial assistance by the Polish Agency for Enterprise Development being part of the Smart Development Operational Programme 2014–2020 (hereinafter: “POIR Regulation”)
  - detailed description of the priority axes of the Smart Development Operational Programme 2014–2020
  - project cofinancing agreement being part of the Smart Development Operational Programme 2014–2020; agreement No.: POIR.02.05.00-00-0027/20, concluded by and between KPT and PARP
  - documentation of the call for proposals No. 1/2020 to the measure 2.5 Acceleration Programmes – Poland Prize being part of the Smart Development Operational Programme 2014–2020 providing the foundation on which accelerators implementing projects of the Poland Prize programme were selected, including in particular:
    - a) Rules for simplified settlement of grants awarded to grantees in projects under Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020, and
  - Rules and Regulations of the KPT Poland Prize Accelerator Programme.
3. The Agreement makes use of the definitions specified in the Rules and Regulations of the KPT Poland Prize Acceleration Programme, which constitutes Appendix No. 1 to the Agreement.
4. This Agreement binds the Parties from the date of its signature. On its grounds, the Parties agree on the rules for Startup participation in the Acceleration Programme during Stage I (Soft-landing and Development Phase) and, if Startup is admitted to Stage II, also during Stage II (Acceleration Phase). During Stage I, Startup implements Individual Development Plan (IDP, Polish acronym IPR) based on the Schedule and Detailed Budget of Individual Development Plan approved by Startup and Accelerator. In order for Startup to enter Stage II, it is necessary for Startup to establish cooperation with a Business Partner and, in case of Business Partners being Investors, to conclude a Pre-Investment Agreement (term sheet) specifying the business goals to be achieved by Startup. In Phase II, Startup will implement the Individual Acceleration Plan based on the Schedule and Detailed Budget of Individual Development Plan (IPR), approved by Startup, Accelerator and Business Partner cooperating with Startup, which constitute Appendices 2 and 3 to the Agreement.
5. Startup declares that it is aware that the acceptance of Startup to Phase I is not tantamount to the transfer of the grant, as the payout of the grant depends on the successful implementation of the milestones set out in the schedules of the Individual Development Plan and Individual Acceleration Plan, while to some a certain extent the payment of the grant may

be effected by way of advance payment. Furthermore, Startup declares that it is aware that the successful completion of Stage I and meeting of all formal requirements such as agreeing with the Business Partner on the Schedule and Detailed Budget of the Individual Acceleration Plan does not oblige KPT to admit Startup to Stage II. The participation of a Startup in Stage II of the Acceleration Programme is solely based on the signature of the appendix to the Agreement and submission of all the necessary appendices.

6. If a Startup successfully completes the Acceleration phase, it is eligible to participate in Post-Acceleration activities (hereinafter referred to as "Post-Acceleration").

## Article 2

### [Startup and KPT statements]

1. Startup ensures that it is not an entity disqualified from concluding the Agreement and receiving a grant under the Acceleration Programme, therefore in particular though not solely:
  - a) it is not an entity related to KPT pursuant to Article 6c of the Act on PARP
  - b) it is not an entity related to PARP pursuant to Article 6c of the Act on PARP whereby entities recognised as related are entities that are directly or indirectly through other entities linked through persons or capital. Personal and capital links are construed as links between a given entity and/or members of its bodies and the entity in question, consisting in:
    - participating in a company as a partner in a civil law partnership or other partnership
    - ownership of at least 10% of shares
    - acting as a member of a supervisory or managerial body, proxy, and/or attorney
    - remaining in such a legal or factual relationship that may raise justified doubts as to the impartiality of the selection of the entity under review, in particular remaining in a marital relationship, in a relationship of kinship or affinity in a straight line, kinship or affinity in the collateral line to the second degree, or in a relationship of adoption, custody or guardianship
  - c) on the grounds of Article 6b.3 of the Act on PARP
  - d) in accordance with Articles 35.4 and 37.3 of the Implementation Act
  - e) on the grounds of Article 207 of the Act of 27 August 2009 on public finances
  - f) it is not an entity with regard to which a prohibition referred to in Art. 12.1 item 1 of the Act of 15 June 2012 on the results of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland or the prohibition referred to in Art. 9.1 item 2a of the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty was issued
  - g) it is not an entity in difficulty pursuant to European Union legislation, in particular Art. 2.18 of GBER Regulation
  - h) it is not subject to an obligation to repay the aid resulting from a decision of the European Commission declaring the aid illegal and incompatible with the internal market
  - i) in cases indicated in Art. 4.3 of the POIR Regulation, Art. 1 of the GBER Regulation, and in Art. 3.3 of Regulation 1303/2013.
2. The Startup upholds that it meets all the criteria of the Final Beneficiary, i.e. in particular:
  - a) it is an entity referred to in Art. 35.3 of the Implementation Act
  - b) it is a micro or small enterprise meeting the conditions set out in Art. 22 of the GBER, namely:
    - it has not been listed, and the period from the date of its registration in the relevant register has been shorter than 5 years
    - it did not make a profit distribution, nor was it created through a merger

- Startup, no member of the Startup team, partner or member of the governing bodies has been convicted by a final judgment for an offence of making false statements, bribery, an offence against property, credibility of documents, trading in money and securities, business trading, the banking system, an offence of criminal and tax nature, or any other offence connected with the performance of business activity or committed for the purpose of obtaining financial benefits
  - it is not in receivership, in the process of liquidation, and/or insolvency proceedings
- c) the planned undertaking fits at least one thematic section of the National Smart Specialisations
- d) it does not and shall not carry out activities in the fields of:
- the manufacture, processing or marketing of tobacco and tobacco products
  - the production and/or marketing of alcoholic beverages
  - production and/or marketing of pornographic content
  - trading in explosives, arms, and ammunition
  - games of chance, pari-mutuel betting, gaming on slot machines and low-value machine games
  - the manufacture and/or marketing of narcotic drugs, psychotropic substances, and/or precursors
  - the iron and steel, coal, shipbuilding, synthetic fibres, transport and related infrastructure, and energy generation, distribution and infrastructure sectors.
3. The startup declares that its venture:
- fits into the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry track
  - fits into the Artificial Intelligence (AI) industry track
  - does not fit into the Industrial Internet of Things (IIoT) / Augmented Reality (AR) industry track or the Artificial Intelligence (AI) industry track.
4. KPT declares that, in line with the terms and conditions of the Acceleration Programme, KPT and entities associated with KPT pursuant to Art. 6c of Act on PARP cannot acquire shares and/or stocks in accelerated startups during Phase I and Phase II of the Acceleration Programme.
5. KPT and Startup unanimously declare that there are no links between them pursuant to Art. 6c of the Act on PARP.
6. Startup warrants that it has exclusive rights to the innovative business idea (subject of development) it submitted. Startup furthermore assures that it is entitled to dispose of the full rights to this innovative business idea in its own name with full rights.
7. Startup ensures that the innovative business idea (subject of development) is free from any legal encumbrance, security, and/or any claim by a third party, and therefore that it is not seized in enforcement proceedings, the Startup has not undertaken to sell or encumber the whole or any part of the innovative business idea with any property right or bond right, nor has it entered into any preliminary agreement in this regard or made an offer to any third party.
8. The statements made in sections 6 and 7 of this Article shall also apply to the individual components of the innovative business idea and the rights thereto, including in particular the intellectual property rights, which are held by the Startup.
9. The startup assures that it is not in arrears with payments legally required and/or expected from it.
10. Startup warrants that all assurances and representations in the Agreement (including any appendices thereto) are true, complete, accurate and have been made to the best of Startup's knowledge and due diligence, and Startup is aware of the legal liability arising from the provision of false information.

11. Startup requests that payments of the grant tranches be made to the Startup bank account number ..... held in..... (bank name). Any changes to the bank account to which the grant tranches are to be paid must be notified in writing to KPT before the payment of a grant tranche is made. In case of a failure to notify KPT of the change of the bank account, KPT shall be entitled to make the payment to the previously notified bank account and the grant payment thus made shall be considered made effectively. Payment of grant tranches may only be made by bank transfer. Failure to provide bank account details (account number, bank) makes it impossible for the KPT to grant pecuniary aid. KPT cannot make payments to bank accounts other than that of the Startup.
12. The Parties unanimously declare that they have not entered into any contract, agreement or other arrangement that should in any way restrict or prevent them from performing part or all of the provisions of the Agreement.
13. Startup declares that it has not yet participated in any programmes in Poland co-financed by European Union, and its participation in KPT Poland Prize is solely related to its selection for participation in the Acceleration Programme through the call conducted by KPT.
14. KPT represents that it has made its decision to enter into the Agreement based, in particular, on the representations and warranties made by Startup and review of the documentation submitted by Startup (in particular, regarding its status as an SME and its eligibility to participate in the Acceleration Programme), and that without those representations and warranties it would not have made the decision to allow Startup to participate in the Acceleration Programme.
15. Each of the representations and warranties shall be construed independently and shall not be limited by any provision of the Agreement or any other representation and warranty, except as otherwise provided in the Agreement.
16. Startup undertakes to inform KPT of any circumstances that may prevent or impede Startup's participation in the Acceleration Programme, including the achievement of milestones.
17. Startup declares that it is aware that cooperation with KPT Poland Prize business partners may involve the need to conclude a confidentiality agreement prior to such cooperation, as well as providing certain business partners with information that constitutes Startup's trade secret, which i.a. may be necessary for the development of the Schedule and Detailed Budget of the Individual Acceleration Plan, signing of the Pre-Investment Agreement (term sheet) and/or conducting of the validation.

### **Article 3** **[The Grant]**

1. At Stage I of the Acceleration Programme, Startup can receive a grant of maximum value of PLN50.000. The maximum value of the grant that a Startup can receive, in case of correct and timely implemented milestone, is defined in the Schedule and Detailed Budget of Individual Development Plan, constituting Appendices 2 and 3 to the Agreement.
2. At Stage II of the Acceleration Programme, a Startup can receive a grant of maximum value of PLN250.000. The maximum value of the grant that a Startup can receive, if three milestones have been met correctly and on time, is specified in the Schedule and Detailed Budget of the Individual Acceleration Plan, which will be appended to the Agreement in case of signing an appendix that will extend the value of the grant and enable Startup to participate in Stage II.
3. Startup declares that it is aware that VAT on goods and services purchased by Startup with grant funds is a non-eligible cost, i.e. one that cannot be financed with grant funds.
4. The grant is settled as a lump sum. This means that in order to recognise that a Startup has reached a milestone, the Startup must provide evidence that the indicators associated with the milestone have been achieved. KPT has no obligation to monitor the amounts actually expended by Startups under the individual development and acceleration plans. Thus, in relation to the monetary financial assistance, no savings are made and Startup does not return the funds if it

actually spent less than the settled amount. Similarly, Startup does not receive a refund of its own resources had it spent more than the settled amount. Detailed rules are defined in Appendix No. 7 to this Agreement.

5. Delivering the Schedule and detailed budget for the Individual Development Plan and the Individual Acceleration Plan, Startup provides KPT with documentation confirming conducting a market analysis used to determine individual expenses. With regard to certain goods and/or services, KPT may facilitate the preparation of such a market analysis by providing Startups with the information at its disposal on the market value of such goods or services. A Startup is obliged to specify the market rates of the costs it intends to incur in the Detailed Budget. Only costs considered eligible in the Soft-landing phase, the Development phase, and the Acceleration phase may be included in the Detailed Budget.
6. KPT cannot pay to a Startup a different value of the grant tranche than that foreseen in the budget of the Individual Development and Acceleration Plan, except the following circumstances:
  - Startup has only achieved the goal of the Individual Development Plan in the form of running a business confirmed by an entry in the Register of Entrepreneurs of the National Court Register – in that case, Startup will receive funds provided for Soft-landing activity
  - the implementation of the Individual Development Plan or Individual Acceleration Plan is affected by force majeure – in that case, Startup receives funds in an amount reduced pro rata to the value provided for in the Individual Development Plan or Individual Acceleration Plan.
7. The Schedule and Detailed Budget of the Individual Development Plan and Individual Acceleration Plan may change while Startup implements Stage I and Stage II respectively. The change of the milestone must take place before the originally planned date of its implementation and must be approved by KPT, Startup and – in case of Individual Acceleration Plans – the Business Partner cooperating with Startup.
8. In case of undue payment of the grant (which may in particular occur should the grant be used in violation of the objectives of the Poland Prize, or should Startup have received an advance payment of a grant tranche and then failed to achieve the related milestone), Startup agrees to reimburse the unduly paid grant with the statutory interest from the date of grant payment to the date of reimbursement. The grant shall be returned to the bank account indicated by KPT.
9. In order to confirm the achievement of a particular milestone, Startup is obliged to submit the documentation related to that milestone to the KPT, showing the achievement of all the indicators provided for in the milestone. The documentation should be presented in written or document form in a manner not raising doubts as to its accuracy and conformity with the original wording of the documents. As much as KPT shall take steps to verify the milestone at its earliest convenience, verification milestone may take up to two (2) weeks. After the milestone verification period, KPT will confirm in writing that the milestone has been achieved (and shall communicate it to Startup) or will point out gaps in the milestone documentation or doubts related to the submitted documentation. (To recognise a milestone as correctly achieved,) Startup is obliged to rectify the deficiencies and/or clarify the doubts. Approval of the milestone and ordering the payment of a grant tranche is done on behalf of KPT by the Project Manager. Startup has the right to appeal against the decision of the Project Manager to the KPT Board.
10. Startup is obliged to appoint at least one representative, i.e. a person who will be the primary contact person for Startup's participation in the Acceleration Programme and will actively participate in the Acceleration Programme. Such Startup Representative is authorised to negotiate, prepare, issue, and sign all documents on behalf of Startup, unless otherwise agreed by the Parties. To avoid any doubt, entering a person on the list of representatives is considered to be a grant of power of attorney on behalf of Startup to represent Startup independently in all actions related to its participation in the Acceleration Programme and Post-Acceleration, including amendments and appending of the Agreement, Signing and amending the Schedules



and Detailed Budgets of the Individual Development Plan and Individual Acceleration Plan, signing and submitting milestones, concluding the Pre-Investment Agreement (term sheet), and confirmation of validation or declaration of achievement of business objectives in cooperation with the Business Partner during Stage II. Startup has the right to change the list of Startup Representatives throughout the time of participation in the Acceleration Programme. Change of Startup representative must be notified to KPT immediately. List of Startup Representatives is attached as Appendix 6 to this Agreement.

11. The grant also funds advisory services provided as part of the Acceleration Programme. Startup agrees to participate actively in the Acceleration Programme which will be tailored to the needs of startups participating in a given round of the Acceleration Programme (including the needs of the Startup). The main substantive aspects of the Acceleration Programme have been outlined in the Rules and Regulations of the Acceleration Programme and include sales, marketing (including performance marketing, online marketing, content marketing, influencer marketing, branding and image), HR and team management, **management finance, sourcing investor**, investment agreement, sourcing distributor, business development indicators, legal aspects of a startup, intellectual property protection, legal services, participation in sectoral events, and international business communication. Additionally, depending on the specific traits of a Startup and its innovative business idea, other services, such as creative processes for game studios or game production, can be provided to Startups.
12. During Phase II, Startup will actively cooperate with the Business Partner. The Business Partner will appoint at least one person to be in touch with Startup and verify the achievement of milestones of the innovative business idea. Startup is obliged to keep in touch with this person because it be impossible or very difficult to achieve the milestones of Stage II without effective cooperation with the Business Partner.
13. In justified cases, the implementation of the Individual Acceleration Plan may be suspended once, which denotes stopping the acceleration activities and withholding the participation of Startup in the Acceleration Programme. Suspension requires that KPT and Startup sign an appendix to the Agreement with the approval of the Business Partner cooperating with Startup.
14. As part of participation of Startup in Stage I, Startup must not entrust the provision of advisory services to any entity or person affiliated with PARP and/or KPT, and/or related to Startup or the Project Business Partner. KPT, while verifying the content of the Detailed Budget of an Individual Acceleration Plan or the documentation submitted for the settlement of the milestone, is entitled to request from Startup or the entity/person providing advisory services a declaration that it is not an entity/person excluded from providing advisory services to Startup.

#### **Article 4**

##### **[Post-acceleration and monitoring of the commercialisation of the innovative business idea by Startup]**

1. A Startup that successfully completes Stage II is eligible to participate in Post-acceleration. During Post-acceleration, Startup receives no grant, however it may count on the support of KPT Poland Prize team in facilitating the establishment of business cooperation with Technology Recipients and Investors.
2. Post-acceleration is directed at facilitating Startup the commercialisation of its innovative business idea. A Startup may additionally be offered such cooperation opportunities as preferential participation in the Digital Dragons Conference, an option of further promotion during the Digital Dragons Academy, events of the Digital Innovation Hub and during other events in whose organisation KPT is involved. A startup can also be mentioned in an online brochure wrapping up KPT's acceleration programmes and be informed about possible proposals to participate in programmes and/or events KPT is invited to.
3. A Startup agrees to inform KPT on an ongoing basis about the commercial cooperation established with enterprises (in particular KPT Poland Prize Business Partners) and/or

investments carried out by the Investor. This information should include at least a brief description of the cooperation/investment, the value and date(s) of such cooperation/investment, and confirmation that the cooperation/investment was carried out at market conditions. KPT may ask to have this information enhanced so that it could assign the cooperation/investment to certain implementation indicators that KPT is obliged to submit to PARP.

4. The Startup is subject to the obligation to monitor the collaboration/investment as described in section 3 of this Article throughout Phase II and for a period of 5 years after the end of participation in Phase II (including the Post-Acceleration period).

## **Article 5**

### **[Controls and audit]**

1. Under Art. 23 of the Implementation Act, Startup undertakes to undergo control and audit in the scope covered by this Agreement. Control and audit may be carried out by KPT, PARP, and other institutions authorised to do so in accordance with national and Community regulations. The control and audit officers have the right to inspect all documentation related to the participation of Startup in the Acceleration Programme, and to request further documents, evidence or clarifications in the scope indicated by it.
2. In particular, control is exercised over documentation related to the recruitment of startups to the Acceleration Programme, startup selection, startup eligibility to receive a grant under the Poland Prize Programme, fulfilment of milestones of the Individual Development Plan and Individual Acceleration Plan, disbursement of grant tranches related to these milestones, cooperation with the Business Partner, participation in Post-Acceleration, and the commercialisation indicator of the innovative business idea (subject of development).
3. In the event of a control, Startup will ensure that a competent person is present to provide clarification on Startup's participation in the Accelerator Programme.
4. KPT will inform Startup about the control not later than 3 days before the actual inspection starts. Such information may be shared in form of an email sent to the contact address of Startup or to the Startup representative.
5. KPT will inform Startup about the results of the control, including any reservations related to the implementation of the Agreement and possible suspension of the payment of grant tranches.
6. Should KPT obtain information that Startup may not be properly implementing the Agreement, KPT has the right to conduct an ad hoc control without prior notice to Startup. Such a control shall take place at the location named by Startup as the place of implementation of the innovative business idea, or, should no such location be selected, in the principal place of business of Startup.
7. KPT is not obliged to inform Startup about KPT audits and controls carried out to verify the proper implementation of the KPT Poland Prize project by other institutions, such as PARP. In such circumstances, KPT shall not inform Startup about the need to participate in the inspection or audit, unless necessary. KPT may, however, in such circumstances, summon Startup to produce relevant documents and/or evidence, and/or to make statements and/or clarifications regarding issues that emerged during KPT control and audit.
8. A Startup agrees to keep an up-to-date archive of all documentation relating to its participation in the Accelerator Programme, and to retain such documentation for the duration of its participation in the Accelerator Programme and at least for 5 years from the date of termination of such participation.

## **Article 6**

### **[Promotion of KPT Poland Prize and Startup participation in the Acceleration Programme]**



1. With respect to the fact that the grant constitutes public aid, the KPT is obliged to conduct promotional and information activities related to the KPT Poland Prize, including public announcement of the selected Startups. Such information and promotional activities will take into account, among others, the principles of promoting the spending of funds from the European Union budget, in accordance with the “Manual for applicants and beneficiaries of cohesion policy programmes 2014–2020 with regard to information and promotion”.
2. With respect to the above, KPT will have the right to undertake any information and promotional activities in which it will inform about Startup’s participation in the Acceleration Programme. Such information may include: first and last names of Startup members, their images, Startup logo, Startup name, name of the innovative business idea (subject of development) and its brief description, as well as the name of the Business Partner with whom Startup collaborates in Stage II. Startup therefore consents to the use of such information and acknowledges that it has the consent of Startup members to such a use of their full names and images. The consent covers all such content and works containing such content. Therefore, it applies to the following fields of use, including those specified in Art. 50 and Art. 74.4 of the Act of 4 February 1994 on Copyright and Related Rights, in particular yet not exclusively to:
  - recording, by means of any technique on any scale and on any material, of copies of the work, including in whole and in fragments on any audiovisual media, such as photosensitive tape, magnetic tape, celluloid tape, digital media – DVD, CD, CD ROM, VCD, Mini Disc, BluRay, HD DVD, MP3 discs, photographic film, analogue discs, optical discs, memory chips, computer media, and/or other recording and memory media
  - reproduction of the work in whole or in part by any technique, including printing, reprography, light-sensitive, magnetic, digital, optical, computer recording techniques on audio and video, videophonic, and computer storage media
  - within the scope of circulation of the original or copies on which the work has been recorded – placing on the market in whole or in part, in particular through sale, exchange, lending, rental, lease of the original or copies together with the right to grant licences and the right to notify
  - dissemination of the work, including its fragments, by any technique and means, including online (in particular via websites and FTP servers, electronic mail, etc.), over Intranet, Extranet and other computer networks
  - as part of dissemination of the work or its fragments in a manner other than specified elsewhere – making it available in any manner chosen by KPT, including use during public shows, public performance, screening, reproducing and broadcasting, sending and rebroadcasting, as well as making available to the public, including manners that offer universal access in a place and at a time chosen by the accessing parties, including in computer networks and via the Internet
  - modifying, decompiling, disassembling, elaborating, arranging, adapting, rearranging, and/or altering in any other way the computer records, with the right to reproduce the results of those changes, preserving the rights of the person who made the changes
  - modify the source code and make the source code available to third parties for modification
  - the introduction of a work, or parts thereof, into the memory of a computer and other similarly functioning devices
  - transformation of the work, as well as its fragments, into computer memory and adaptation, among others, to the hardware and system platforms selected by the KPT
  - use and inclusion in multimedia and/or IT applications (mobile and web), in software relating to computer, telephone, tablet, iPad, mobile devices and other similar mobile devices and derivatives thereof

- uploading to local area networks and the Internet, making copies of these records and publishing and using them in ICT networks, including the Internet, or other computer or ICT networks
  - transmission between servers and network users by any means of communication and transmission
  - use, display, and transmission regardless of format, system and/or standard
  - carrying out all processing activities with the use of all available means.
3. Either Party represents and warrants that it owns the relevant intellectual property rights to the materials provided to the other Party and that the use by the other Party of the materials received will not constitute any violation of applicable laws or infringement of the rights of third parties.
  4. Startup declares that it is aware that pursuant to being the final beneficiary of the grant, it is also responsible for the information and promotion obligations, such as appropriate signage of the place where the innovative business idea is implemented, or signage of the Startup website and/or software under development. In this respect, Startup should follow the guidelines from the “Information and promotion manual for applicants and beneficiaries of cohesion policy programmes 2014–2020” that apply to it.
  5. Startup declares that it has obtained the consents of Startup members in accordance with the law, in particular in accordance with the GDPR.

#### Article 7

##### **[Notice of termination and termination of the Agreement. Repayment of the grant]**

1. Either Party shall have the right to send the notice of termination of the Agreement on at least 30 days’ notice and to request its termination. The notice of termination of the Agreement results in the inability to receive the grant for milestones not achieved by the day on which the termination comes into force, and necessitates the return of the grants paid as an advance on account of milestones not yet achieved. The termination of the Agreement results in the necessity to return the whole sum of the grant and acknowledgement that Startup did not participate in the Acceleration Programme.
2. Where the Agreement refers to the return of a grant, it refers to returning the value of the transfers made to the Startup and the statutory interest on these assets from the date of the transfer by KPT to the date of their return to KPT.
3. KPT has the right to terminate the Agreement with immediate effect if:
  - the information available to KPT indicates that Startup is not performing or is not properly performing its obligations under the Agreement
  - further participation of a Startup in the Acceleration Programme generates a significant risk of inappropriate spending of the grant and/or failure to achieve the objectives of the KPT Poland Prize
  - obtains information that there is a relationship pursuant to Article 6c of the Act on PARP which prevents Startup from further participation in the Acceleration Programme
  - obtains information that Startup takes actions that are detrimental to other Startups or Business Partners (such as passing to third parties confidential information on those entities that it has acquired as a result of participating in the Acceleration Programme, e.g. by participating in joint workshops and/or individual meetings)
  - the agreement with PARP on the basis of which the KPT Poland Prize project is implemented is terminated or significantly changed
  - Startup has assigned to another entity the rights, obligations, and/or claims under the Agreement without the prior consent of KPT.
4. KPT has the right, at any time, to require that Startup takes corrective actions to ensure that Startup duly participates in the Acceleration Programme and fulfils its obligations resulting

from this Agreement. KPT shall then set an appropriate deadline, no shorter than 7 days. In case of failure to carry out or failure to conduct properly the corrective measures, KPT has the right to terminate the Agreement with immediate effect.

5. KPT has the right to withhold payment of grant tranches in case Startup fails to submit to an inspection or audit or fails to provide documents, evidence, statements or explanations requested by the control or audit.
6. In case Startups not selected to participate in Stage II of the Acceleration Programme, their participation in the Acceleration Programme ends on the date of receiving such information from KPT. In case of failure to sign the Appendix on the grounds of which Startup will participate in Stage II of the Acceleration Programme, Startup ends its participation in the Acceleration Programme on the date when either of the Parties resigned from signing the Appendix. In the period between the achievement of milestone for Stage I and before signing the Appendix on the grounds of which it will participate in Stage II of the Acceleration Programme, Startup may not carry out any activities under Stage II, including the use of consulting services financed from the grant.

## **Article 8**

### **[Responsibility of the Parties]**

1. The Parties shall not be liable to each other for non-performance or undue performance of the Agreement should this occur for objective reasons independent of their will, whose occurrence could not have been avoided by exercising due diligence, being a consequence of a force majeure construed as a future and uncertain event that cannot be prevented and whose consequences cannot be foreseen, or which was the result of circumstances for which the Parties are not responsible.
2. Either Party undertakes to notify the other immediately of the occurrence of force majeure, but not later than 72 hours after the event, providing the other Party with relevant information.
3. The performance of each Party's obligations shall be postponed until the force majeure has ceased, with the provision that should the force majeure continue for more than 21 days, the Party unaffected by it shall have the right to terminate the Agreement with immediate effect in writing lest null and void.
4. The Party undertakes to minimise the impact of force majeure on its ability to perform the Agreement.
5. Neither Party shall be liable for non-performance or improper performance of its obligations if such non-performance is due to the other Party's default.
6. KPT points out that due to the Covid-19 pandemic, there is a risk of circumstances that may affect the implementation of the call for proposals, the Acceleration Programme, and Post-Acceleration, and consequently with the timely payment of milestones and their acceptance procedure. KPT reserves the right to dissolve and terminate the Agreement with immediate effect in the event when, due to the both direct and indirect impact of the pandemic, the proper implementation of the Agreement becomes impossible or significantly hindered. Startup declares that it accepts the risk of occurrence of the above or similar circumstances, and waives the right to assert any claims on this account against KPT.
7. Either Party is, within its scope, the controller of personal data of persons involved in the implementation of the Acceleration Programme, the development of an innovative business idea of a Startup and the KPT Poland Prize project. Either Party represents that it has obtained such personal data in accordance with the law and has made appropriate safeguards for the processing of such data. The terms and conditions of the processing of personal data provided by the other Party are set out in the Agreement on entrusting the processing of personal data, constituting Appendix 8 to the Agreement. KPT indicates that, in connection with the implementation of the KPT Poland Prize, and submission to controls and audits, it will be

obliged to allow access to this personal data to PARP and to institutions carrying out inspections and audits.

## Article 9

### [Confidentiality]

1. The Parties unanimously agree to keep the content of the Agreement (including its appendices) as well as the information received in connection with the recruitment and participation of Startup in the Acceleration Programme confidential for the entire period of Startup's participation in the Acceleration Programme and for 5 years following the termination of such participation. This provision shall also apply in the event of termination of the Agreement, unless the termination notice clearly states that the obligation to keep the information confidential is waived. The parties undertake not to terminate the confidentiality obligation in respect to information.
2. The Parties shall treat as confidential Information all and any technical, commercial, and other information obtained by them on any basis, independent of the form of its acquisition, medium, and/or source, as well as any know-how and other data disclosed by the other Party, other entities involved in the Startup Acceleration Programme, and other startups, directly or indirectly in connection with the Agreement (hereinafter: "Confidential Information"). The Parties will use Confidential Information solely for the purpose of performing the Agreement and will ensure that it remains confidential.
3. Confidential Information shall not be disclosed to any third party, except to employees of the Parties, their advisors, and any other persons (including subcontractors) to whom disclosure of the Confidential Information is necessary for the performance of the Agreement.
4. Confidential Information is not:
  - information in the public domain
  - information intended for dissemination pursuant to a written statement by the disclosing Party that it does not consider the information to be Confidential Information or releases the other Party from treating the information as Confidential Information
  - information that will be used to fulfil the information and publicity obligations, which KPT and Startup are obliged to
  - information the disclosure of which is requested by a competent authority in the form and content prescribed by law, but only to the extent necessary
  - information whose disclosure is necessary for the proper implementation of the Agreement.
5. KPT declares and Startup acknowledges that as part of its control and audit activities related to the KPT Poland Prize, KPT will be required to produce all documentation, including documentation related to Startup's milestones, and therefore also information that may constitute Confidential Information. Thus submission to control and audit shall constitute no breach of the obligation to keep Confidential Information confidential.

## Article 10

### [Final provisions]

1. The parties recognise the provisions of this Agreement as valid and binding. If any provision of this Agreement proves to be invalid or ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In such a case, the Parties undertake to immediately replace (e.g. by way of an appendix to the Agreement) the invalid or ineffective provision with a valid or effective provision that has the same or a similar purpose as the invalid or ineffective provision.
2. Changing the bank account of a Startup does not constitute a change of the Agreement and to be effective only requires prior notification to KPT.

3. All changes, amendments and additions to this Agreement shall be in the form in which the Agreement was concluded or in writing lest null and void. Making ad hoc arrangements necessary for the implementation of the Agreement may take place in a mode of operation with participation of contact persons. The Parties may appoint more than one contact person. Termination or notice of termination of this Agreement must be in writing or bear a qualified electronic signature lest null and void.
4. All messages, including notices and summons, shall be delivered to the addresses indicated in the designations of the respective Parties. In the case of delivery of the messages by registered mail sent by post or courier service, the message shall be deemed delivered on the date mentioned in the two notices of its delivery at the latest. Either Party undertakes to inform the other of any change of data contained in the headings of this Agreement and/or change of contact persons. A refusal to accept or an annotation from the postal operator indicating that the message was not collected on time shall have the effect of the message being delivered. A message shall be deemed delivered if the correspondence sent to the agreed address has been returned with “addressee unknown” or similar annotation.
5. KPT shall have the right to transfer its rights and obligations, as well as claims arising under this Agreement to any entity.
6. KPT may make the signing of this Agreement, amendment to this Agreement, suspension of the Individual Acceleration Plan, and/or signing of an appendix to this Agreement based on which Startup will participate in Stage II of the Acceleration Programme conditional on Startup pledging a security (collateral) for proper performance of this Agreement. Decision on securing the performance is in sole discretion of KPT. Such a collateral, unless KPT agreed otherwise, shall be provided for the whole duration of the Agreement, i.e. for the duration of the performance of the Agreement and until KPT’s claims arising from the performance of the Agreement have been presented. The security may be granted, in particular, in the form of a blank bill of exchange bearing the clause “not to order” with a signature endorsed by a notary public or made in the presence of a person authorised by KPT together with a bill of exchange declaration. The collateral shall be presented before performing the activity on which KPT has conditioned its action, and should be delivered no later than 10 days from performing that activity. The collateral shall be returned or waived within 6 months after the expiry of the statute of limitations for claims that may arise from non-performance or improper performance of this Agreement. Upon justified written request of Startup, the collateral may be returned or waived before the expiry of this period, but the decision in this regard shall be made at the sole discretion of KPT. KPT reserves the right to return or waive the collateral earlier at its sole discretion, and inform Startup thereof.
7. The Parties undertake to cooperate on the most effective implementation of the Acceleration Programme and the provisions of this Agreement.
8. This Agreement is governed by Polish Law. In the area not regulated by this Agreement, the provisions of the law commonly applicable in the territory of the Republic of Poland shall apply, including the Civil Code, the Act of 4 February 1994 on copyright and related rights, and the documentation of Measure 2.5 Acceleration Programmes – Poland Prize.
9. The Parties shall attempt to resolve any disputes that may arise in connection with or in relation to this Agreement through good faith negotiations. If a dispute has not been resolved in this manner within 30 days of the other Party being notified of the dispute, either Party shall have the right to seek resolution of the dispute before a common court of law. The Parties agree that the court of competent jurisdiction to adjudicate the dispute shall be the common court competent for the registered seat of KPT.
10. The Appendices to this Agreement are integral parts of this Agreement.
11. This Agreement has been drawn up in Polish and English in two originals, one for each Party. The Polish version is binding.

*Appendices:*

- *Appendix No. 1 – Rules and Regulations of the KPT Poland Prize Acceleration Programme*
- *Appendix No. 2 – Timetable of individual development plan*
- *Appendix No. 3 – Detailed budget of the individual development plan*
- *Appendix No. 4 – Declaration on SME status completed by Startup*
- *Appendix No. 5 – Information a form for application for aid other than aid in agriculture or fisheries, de minimis aid or de minimis aid in agriculture or fisheries completed by Startup*
- *Appendix No. 6 – List of Startup representatives*
- *Appendix No. 7 – Rules for simplified settlement of grants awarded to grantees in projects under Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020*
- *Appendix No. 8 – Agreement on entrusting the processing of personal data*
- *Appendix No. 9 – Blank bill of exchange and bill of exchange declaration [should the Agreement be secured in this way]*
- *Appendix No. 10 – Current extract from the Polish National Court Register (KRS) for KPT*
- *Appendix No. 11 – valid copy of an extract from the Polish National Court Register (KRS) for Startup and documentation confirming the shareholding structure of Startup and the functions in its bodies*

*Duly signed by:*

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KPT

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Startup