

## RULES AND REGULATIONS FOR THE STARTUP HUB: POLAND BOOSTER ACCELERATION PROGRAM

1. The Acceleration Program is co-financed by the European Union under the European Funds for Modern Economy 2021-2027 Program, Priority II: Innovation-Friendly Environment, Action 2.28: Startup Booster Poland, as per the signed funding agreement no. FENG.02.28-IP.02-0024/23-00.
2. The Accelerator is the beneficiary of the grant program, responsible for distributing Grants among Startups that meet the formal and substantive requirements, serving as grant recipients and final beneficiaries of de minimis aid.
3. Contact Information for the Accelerator: FUNDACJA STARTUP HUB POLAND, ul. Senatorska 2, 00-075 Warszawa, email: Poland.Booster@Startuphub.pl
4. The Acceleration Program is carried out by the Accelerator from January 15, 2024, to August 31, 2026.

### I. DEFINITIONS AND ABBREVIATIONS

1. Whenever the following terms are used in these Rules and Regulations, they shall be understood as follows:

**Acceleration:** The phase of the Acceleration Program described in Section VIII;

**BIPA / Budget of the Individual Acceleration Plan:** The detailed budget of the Individual Acceleration Plan;

**Personal Data:** Information about an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

**De minimis Form:** The form for information provided when applying for de minimis aid, as defined by currently applicable EU or national law; the form is included as an attachment to these Rules and Regulations;

**HIPA / Schedule of the Individual Acceleration Plan:** The schedule of the Individual Acceleration Plan;

**Grant:** Financial resources referred to in Article 41, Section 5 of the Implementation Act, which will be transferred to the Startup based on the Grant Agreement;

**Soft-landing:** Bridge activities within the "Poland Prize" acceleration pathway aimed at providing startups with the necessary conditions to commence proper business activities;

**Startup:** An entity referred to in Article 41, Section 3 of the Implementation Act; a micro or small entrepreneur meeting the conditions specified in Article 22 of the Commission Regulation (EU) No. 651/2014, participating in the Acceleration Program;

**Individual Acceleration Plan:** A plan outlining the cooperation between the Accelerator and/or Technology Recipient or Investor (depending on the Acceleration Path of the given Startup) with the Startup, lasting no longer than 6 months from the date of signing the Grant Agreement, as described in the Detailed Budget of the Individual Acceleration Plan (BIPA) and the Schedule of the Individual Acceleration Plan (HIPA);

**Investor:** A person or entity interested in making a capital investment in the Startup within the VC Pathway (e.g., business angel, VC investment fund);

**Milestone:** A planned, measurable, observable, and documentable event essential for the progress of the Individual Acceleration Plan, enabling the initiation of actions towards achieving the next event specified in the HIPA (the next Milestone, except for the final Milestone); achieving the final Milestone marks the completion of the Individual Acceleration Plan;

**Micro or Small Entrepreneur:** A micro or small entrepreneur meeting the conditions specified in Annex I to Commission Regulation (EU) No. 651/2014;

**Technology Recipient:** A business (B2B) or public (e.g., local government units, public sector entities) partner collaborating with the Startup within the B2B Pathway, involved in the implementation of this pathway, interested in implementing the Project, and possessing resources and potential to enhance the chances of the Startup's rapid development, particularly small, medium, or large enterprises;

**SME Declaration:** A declaration confirming compliance with the criteria for the status of micro, small, or medium entrepreneur as defined in Annex I to Commission Regulation (EU) No. 651/2014;

**De minimis Aid:** Aid granted under the terms specified in currently applicable EU or national law, including Commission Regulation (EU) No. 2023/2831 of December 13, 2023, on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid;

**Prospective Participant:** A Startup or startup team (for the Poland Prize Pathway) that meets the conditions for participation in the Acceleration Program and has completed the Application Form and submitted an Application;

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**Website:** The website containing information about the Acceleration Program, available at [polandbooster.pl](http://polandbooster.pl);

**Industry Specializations:** Market areas or sectors on which the Accelerator focuses its activities and competences; the leading areas of its business interest in line with the areas of industry interest of the Technology Recipients selected for the project, defining the nature of the startups' solutions sought and accelerated (applies to the Industry Acceleration path for startups with a

business or public partner (B2B/B2A)). The leading 3 industry specialisations of the Accelerator are: Artificial Intelligence; Process Automation and Robotics Technologies and Cyber Security.

**Grant Agreement:** The agreement between the Accelerator and the Prospective Participant qualified for the Acceleration Program; the template of the Grant Agreement is attached to these Rules and Regulations;

**PARP Agreement:** The funding agreement no. FENG.02.28-IP.02-0024/23-00, concerning the Acceleration Program, concluded between the Accelerator and PARP;

**Implementation Act:** The Act of April 28, 2022, on the principles of implementing tasks financed from European funds for the financial perspective 2021-2027.

**Project:** A project should be understood as an initiative undertaken by a startup within the framework of an acceleration program, described in the Detailed Budget of the Individual Acceleration Plan (BIPA) and the Schedule of the Individual Acceleration Program (HIPA), which constitute annexes to the grant agreement.

## II. PURPOSE AND FUNDAMENTAL PRINCIPLES OF THE ACCELERATION PROGRAM

1. The purpose of the Program is to support no fewer than 50 startup teams that will undergo acceleration within 5 pathways available under the "Startup Hub: Poland Booster." The Accelerator plans to organize at least 5 rounds of acceleration.

2. The Acceleration Program aims to accelerate startups in the following pathways available in the Program:

**1) B2B Pathway (Corporate Plugin):** Focuses on industry collaboration between the startup and business or public partners, involving the verification of the startup's solution implementation possibilities with the Technology Recipient.

**2) Poland Prize Pathway (Poland Prize):** Aims at attracting a foreign startup or team to Poland, incorporating a commercial company under Polish law, building operational capacity ("capacity building"), and preparing the company for commercial cooperation with business or industry in Poland.

**3) VC Pathway (VC Forge):** Involves pre-investment preparation of the startup for equity entry (or a convertible loan agreement) by a VC fund or group of private individuals – business angels (acting independently, as a network, club, or through a Special Purpose Vehicle).

**4) Go-Global Pathway (Go Global):** Prepares the startup to launch a product or service in a selected foreign market, potentially involving participation in trade fairs and business engagement with foreign clients or partners, ideally leading to implementation or first sales, optionally to equity entry into a Polish entity participating in the "Startup Hub: Poland Booster."

**5) Sector-Agnostic Pathway (Agnostic):** Accelerates startups without the involvement of a business partner, focusing on developing a market-potential startup whose product is not currently a subject of potential collaboration with a Technology Recipient or Investor as defined by these Rules and Regulations.

3. The Acceleration Program provides support to startups through the disbursement of Grants (in an equity-free format) upon fulfilling the conditions set out by these Rules and Regulations, the Operator, and the framework principles of Action 2.28 Startup Booster Poland.

4. The Accelerator plans the following stages of acceleration:

- 1) Online pre-acceleration (cost-free activities);
- 2) First phase of acceleration: "small" grants averaging PLN 50,000;
- 3) Second phase of acceleration: "medium" grants averaging PLN 100,000;
- 4) Third phase of acceleration: "large" grants averaging PLN 250,000.

The Accelerator reserves the right to change the indicative grant amounts assumed in each acceleration stage, depending on the acceleration path and the total grant amount given to the Startup.

5. A round of the Acceleration Program ("Round") encompasses all activities corresponding to the following elements, forming the structure of the Acceleration Program:

- 1) Recruitment of Prospective Participants into the Acceleration Program, preceded by scouting, i.e., searching for the most valuable enterprises seeking to develop their Project within the Acceleration Program;
- 2) Preliminary analysis of submitted projects regarding their possible (formal participation) in the program and substantive criteria submitted by Experts, Program Partners: Technology Recipients and Investors, depending on the pathway – formal evaluation and preliminary substantive assessment;
- 3) "Short-list" – approximately 30 projects per round demonstrating the highest potential for development and achieving the Program's goals;
- 4) Projects on the short list will undergo further analysis in cooperation with Program Partners (OT/VC), which may take the form of hackathons, additional interviews, partner discussions, online or offline thematic tasks, or workshops; Detailed substantive assessment based on the detailed Application Form;
- 5) Pre-acceleration phase as mentioned in Section VII;
- 6) Committee – pitch deck evaluation recommending startups for acceleration;
- 7) Acceleration phase as mentioned in Section VIII;
- 8) Post-acceleration phase as mentioned in Section IX.

6. The Accelerator provides for the disbursement of Grants for acceleration activities up to a maximum amount of PLN 200,000.00 for a Startup in the case of Acceleration under the sector-agnostic path, and up to PLN 400,000.00 for a Startup in the case of Acceleration under other Acceleration Paths.

7. The amount of grants for each participant will be determined individually, based on, among other factors, the assessment of financial needs and the expected outcomes of the acceleration, as agreed in the BIPA.

### III. RULES OF PARTICIPATION IN THE ACCELERATION PROGRAM

1. Eligibility for Participation:

1. An entity eligible to participate in the Acceleration Program must be one referenced in Article 41(3) of the Implementation Act.
2. Participation in the Startup Booster program, involving the implementation of an acceleration program, i.e., signing a grant agreement with an accelerator other than the Startup Hub Poland Foundation, disqualifies participation in the Acceleration Program.
3. Startups eligible to participate in the Acceleration Program must either be organized as a capital company or, in the case of the Poland Prize track, plan to establish a capital company within the territory of the Republic of Poland.
4. Participation Conditions:

1) The Startup must conduct business activity within the territory of the Republic of Poland.

2) The Startup must be registered in the relevant register or records.

3) The Startup must qualify as a micro or small enterprise according to Annex I of Regulation No. 651/2014.

4) The Startup must meet the conditions for de minimis aid and must not have exceeded the permissible limit for such aid.

5) The Startup must not engage in activities excluded from receiving support pursuant to the Regulation of the Minister of Funds and Regional Policy dated November 7, 2022, concerning the provision of financial aid by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy program.

6) The Startup's activities must not relate to economic activities excluded from de minimis aid under Commission Regulation (EU) 2023/2831 of December 13, 2023, concerning the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.

7) No circumstances exist that would preclude the Startup from receiving public or financial aid as stipulated in applicable laws, including, but not limited to, the legal acts mentioned in these Rules.

5. The Startup must comply with the requirements set forth in:

- 1) Article 22 of Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain categories of aid compatible with the internal market under Articles 107 and 108 of the Treaty on the Functioning of the European Union;
- 2) Applicable laws governing the provision of aid to entrepreneurs, including, in particular, the Act of November 9, 2000, on the Establishment of the Polish Agency for Enterprise Development, the Act of April 28, 2022, on the principles of implementing tasks financed from European funds for the 2021-2027 financial perspective, and the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, concerning the provision of financial aid by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021-2027 program.

- 3) The Startup must not be listed on a stock exchange and must not have been in operation for more than 5 years from the date of registration in the relevant register or records.
- 4) The Startup must not have distributed profits.
- 5) The Startup must not have acquired the business of another entrepreneur unless the turnover from the acquired business constitutes less than 10% of the Startup's turnover in the year preceding the acquisition.
- 6) The Startup must not have been established as a result of a merger unless at least one of the following conditions is met:
- 7) The turnover of the acquired entrepreneur constitutes less than 10% of the Startup's turnover in the financial year preceding the acquisition, or the turnover of the merged entrepreneur is higher by less than 10% than the combined turnover of the merging entrepreneurs in the financial year preceding the merger;
- 8) The merger occurred between micro or small entrepreneurs meeting the conditions set forth in points 5.5-7.
- 9) The Startup must have full rights (including intellectual property rights) to the subject matter of its business activities, which it intends to develop under the Acceleration Program, and must be authorized to dispose of such rights in its own name.
- 10) The Startup must not be an affiliated entity within the meaning of Article 6c(2) of the Act of November 9, 2000, on the Establishment of the Polish Agency for Enterprise Development, with (i) the Accelerator or persons authorized to incur obligations on behalf of the Accelerator or persons performing activities related to the implementation of the Acceleration Program on behalf of the Accelerator, or (ii) with a Technology Recipient or Investor collaborating with the Accelerator, particularly through:
  - Participation in a partnership as a partner of a civil or personal partnership;
  - Holding shares or at least 10% of the stock;
  - Serving as a member of a supervisory or management body, commercial proxy, or attorney;
  - Being in a legal or factual relationship that may raise reasonable doubts as to the impartiality in the selection of the entrepreneur, particularly being in a marital relationship, or in a relationship of consanguinity or affinity in the direct line, or in the collateral line up to the second degree, or in a relationship of adoption, guardianship, or curatorship.
- 11) The Startup must not be excluded from receiving funding based on generally applicable laws, particularly under Article 6b(3) of the Act of November 9, 2000, on the Establishment of the Polish Agency for Enterprise Development, and specifically:
- 12) In the case of a non-natural person entrepreneur, no member of its managing bodies or a partner in a personal partnership has been convicted by a final judgment for the crimes referred to in the preceding point;
- 13) The Startup does not have outstanding public liabilities;
- 14) The Startup is not under receivership or in the process of liquidation or bankruptcy;
- 15) No court has imposed a prohibition on the Startup from using grants, subsidies, or other forms of financial support from public funds;
- 16) The Startup is not obligated to return aid resulting from a decision of the European Commission declaring the aid illegal and incompatible with the internal market, or resulting from Article 207(4) of the Act of August 27, 2009, on Public Finances.

- 17) No grounds exist with respect to the Startup as set forth in:
- Article 2 of Council Regulation (EC) No. 765/2006, which would result in a prohibition on the provision of funds or economic resources;
  - Articles 2 and 9 of the Council Regulations: (EU) No. 269/2014, (EU) No. 208/2014, or Article 2 of the Council Decision 2014/145/CFSP, which would result in a prohibition on the provision of financial resources or economic resources;
  - The Act of April 13, 2022, on special solutions for countering the support of aggression against Ukraine and serving to protect national security, including Articles 2 and 3 of that Act;
  - Article 5I of Council Regulation (EU) No. 833/2014, which would result in a prohibition on the provision of direct or indirect support, including the provision of financing and financial assistance or the granting of any other benefits under the national program.
- 18) Neither the Startup nor any of its partner or affiliated entities, as defined by applicable regulations, have been excluded from the recruitment process based on the Act on Special Solutions for Countering the Support of Aggression against Ukraine and Serving to Protect National Security of April 13, 2022.
- 19) Grant Usage Restrictions. The grant cannot be used for:
- Activities prohibited under European Union legislation adopted or amended in connection with Russia's aggression against Ukraine, specifically the Council Regulations: (EU) 2022/263, (EU) No. 833/2014, (EU) No. 692/2014, or (EC) No. 765/2006, the Council Decisions: (CFSP) 2022/266, 2014/512/CFSP, 2014/145/CFSP, or 2012/642/CFSP;
  - Satisfying claims as mentioned in Article 11 of Council Regulation (EU) No. 833/2014, Article 11 of Council Regulations (EU) No. 269/2014, (EU) No. 208/2014, Article 10 of Council Regulation (EU) 2022/263, Article 6 of Council Regulation (EU) No. 692/2014, Article 8d of Council Regulation (EC) No. 765/2006, Article 7 of Council Decision 2014/512/CFSP, or Article 2n of Council Decision 2012/642/CFSP.
- 20) Exclusions from Financial Aid: Pursuant to the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, concerning the provision of financial aid by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021-2027 program, financial aid cannot be provided for activities related to:
- The production, processing, or marketing of tobacco and tobacco products;
  - The production or marketing of alcoholic beverages;
  - The production or marketing of pornographic content;
  - the trade of explosives, weapons, and ammunition;
  - Gambling, betting, games of chance, slot machine games, and low-prize slot machine games;
  - The production or marketing of narcotic drugs, psychotropic substances or precursors, substitutes, and new psychoactive substances.
- 21) Excluded Entities. Entities excluded from participating in the Acceleration Program include:
- Enterprises engaged in the primary production of fishery and aquaculture products;

- Enterprises engaged in the processing and marketing of fishery and aquaculture products, where the amount of aid is determined based on the price or quantity of products purchased or placed on the market;
- Enterprises engaged in the primary production of agricultural products.
- Enterprises engaged in the processing and marketing of agricultural products, if:  
(i) the amount of aid is determined based on the price or quantity of such products purchased from primary producers or placed on the market by the enterprises receiving the aid; (ii) the granting of aid is conditional on it being partially or fully transferred to the primary producers.
- Enterprises engaged in activities related to exports to third countries or Member States, i.e., entities engaged in activities directly linked to the quantity of exported products, the creation and operation of a distribution network, or other current expenditures related to export activity do not receive aid.
- Entrepreneurs receiving aid conditioned on the preferential use of domestic goods and services over imported goods and services.

#### IV. STARTUP RECRUITMENT

1. The number of applications to the acceleration program is unlimited.
2. The selection of startups for Acceleration will be conducted in a transparent, fair, and impartial manner, without any forms of direct or indirect discrimination.
3. The Accelerator ensures equal access to information regarding the conditions and procedures for startup recruitment.
4. The call is open to Potential Participants regardless of their industry specialisation. As part of the B2B acceleration path, i.e. with a Technology Recipient, solutions that fit the challenges of Technology Recipients, specialising in artificial intelligence, automation, robotics and cyber security are especially invited to the call.
5. The list of leading specialisations declared by the Accelerator as particularly preferred is indicated for information only. The industry specialisation of the Potential Candidate has a neutral influence on the evaluation of the application. The Accelerator may accept a Startup from outside the preferred (leading) industry specialisations defined in IV.4 of the Regulations, provided that the Startup meets the formal requirements and receives a positive evaluation at the stage of merit selection.
6. Startups/startup teams apply to the Acceleration Program by completing the required fields of the online Application Form in Polish, and in English for startups applying to the Poland Prize path, available on the Website (the "Application Form").
7. The Application Form is only completed online. The Accelerator does not require the submission of a paper version of the Application Form.
8. The opening and closing dates for applications in each subsequent Round will be published on the Website.

#### V. STARTUP EVALUATION



1. Startups apply to the acceleration program by submitting a preliminary application form available on the accelerator's website. Startups applying to the Startup Booster program will be evaluated in three stages:

#### Stage I Evaluation

- a. A preliminary formal and substantive evaluation will be conducted based on the Preliminary Evaluation Card, which is Appendix No. 1 to the Regulations. At this stage, the initial fulfillment of formal participation conditions by the startup (or potential participants in the case of the Poland Prize path) will be assessed based on the statements provided in the form, along with a preliminary evaluation of the business readiness level.
- b. The preliminary formal evaluation will be conducted on a 0/1 basis. If the formal criteria are not met, the idea will not qualify for the next stage.
- c. During the preliminary substantive evaluation, the startup must achieve at least 60% of the points to be accepted into the next evaluation stage.
- d. As a result of this evaluation, the Accelerator will create Ranking List I, including startups that meet the preliminary formal and substantive criteria. Approximately 30 startups with the highest scores will be selected for the next stage (the so-called Short List). The remaining startups will be placed on a reserve list.

#### Stage II Evaluation

- a. Startups on the so-called Short List submit a DETAILED APPLICATION FORM, which will be used for an in-depth, detailed substantive evaluation based on the Detailed Evaluation Card, which is Appendix No. 2 to the Regulations.
- b. The accelerator indicates a recommendation for the startup regarding the acceleration pathway on the Detailed Evaluation Card.
- c. During the detailed substantive evaluation, the startup must achieve at least 60% of the points to be accepted into the next evaluation stage.
- d. Approximately 12 startups per round, with the highest scores on Ranking List II, will qualify for the next stage (pre-acceleration). The remaining startups will be placed on Reserve List II.

#### Stage III Evaluation

- a. Startups prepare a pitch deck and present their solution to the Panel. The composition of the panel evaluating a given startup depends on the acceleration pathway recommended by the Accelerator, specifically:
  - 1) **For the B2B pathway:** SHP representative(s), evaluator(s), representative(s) of matched Technology Recipients (OT).
  - 2) **For the Poland Prize pathway:** SHP representative(s), evaluator(s).
  - 3) **For the VC pathway:** SHP representative(s), evaluator(s), VC representative(s).
  - 4) **For the Go-Global pathway:** SHP representative(s), evaluator(s), representative(s) of the foreign partner.
  - 5) **For the sector-agnostic pathway:** SHP representative(s), evaluator(s).
- b. The panel assesses the startup's readiness for the acceleration program based on the pitch deck evaluation form, which is Annex No. 3.

c. The third stage of evaluation will take place through online presentations using internet communication tools. A startup team that fails to conduct the presentation will be automatically excluded from the evaluation procedure.

d. At this stage, startups are assigned to specific acceleration pathways. During the pitch deck evaluation, a startup must score at least 60% of the points to be admitted to the Acceleration Program.

e. The Accelerator representative compiles a ranking list (List III) of startups selected to begin the acceleration stage (approximately 10 startups), while the remaining startups are placed on Reserve List III.

3. Startups with the highest scores from the respective ranking lists will qualify for subsequent evaluation stages. Other recommended projects will remain on the reserve lists. In the event of a startup withdrawing from further evaluation stages or acceleration (as applicable), the next startups on the ranking list may be invited to participate in the Acceleration Program from the reserve list.

4. The Accelerator will inform about the positive/negative evaluation within a maximum of 7 days after each evaluation stage, via the email address provided in the application form.

5. In case several Potential Participants score the same number of points in Stage III, the deciding criterion will be criterion 2, i.e., alignment with the acceleration path preferred by the Startup, including but not limited to alignment of the Startup's solution with the needs of the Technology Recipient/Investor, and the interest of Business Partners in collaborating with the startup/readiness for market expansion into foreign markets/readiness to establish a company in Poland or the appropriate market potential for business development with the Accelerator's support (sector agnostic).

6. The number of Potential Participants qualified in a given round for subsequent evaluation stages or acceleration will be determined by the Accelerator, based on the points awarded to startups in accordance with the adopted evaluation criteria.

7. A Potential Participant is not entitled to any means of appeal against a negative decision regarding qualification for the Acceleration Program or the awarding of the Grant.

## **VI. PRE-ACCELERATION**

1. Pre-acceleration is a phase where startups, excluding those in the Poland Prize path, will have the opportunity to participate in a free preparatory phase after the recruitment but before the start of the acceleration.
2. Pre-acceleration allows all future participants to familiarize themselves with the basic standards and methodologies of startup development, selected key regulations, establish networking contacts with each other and with experts, and get to know all the formalities and documents necessary to start proper acceleration in the "Startup Hub: Poland Booster." Most importantly, it helps them understand the goals and cooperation conditions set by business partners.
3. The pre-acceleration stage concludes with the preparation of pitch decks by the startups, which will then be evaluated by the Committee.

## **VII. SOFT LANDING**

1. The Soft Landing phase applies to participants in the Poland Prize Path and lasts from 1 to 3 months.
2. A key milestone during the soft landing stage for the Poland Prize path will be the establishment of a company.
3. The conditions for the grant disbursement at the soft landing stage are specified in point VIII.27.

### VIII. Acceleration and Grant Disbursement

1. The condition for participation in the Acceleration is the conclusion of the Grant Agreement.
2. The conditions for signing the Grant Agreement with a startup, regardless of the acceleration path, include, but are not limited to:
  - 1) **Verification by the Accelerator** of the startup's status as a micro or small enterprise, in accordance with Annex I to Commission Regulation (EU) No 651/2014.
  - 2) **Examination by the Accelerator** of the startup's affiliations.
  - 3) **Verification by the Accelerator** of the startup's prior utilization of de minimis aid.
  - 4) **Verification by the Accelerator** of the possibility of providing de minimis aid to the startup.
  - 5) **Development of the BIPA** (Business Investment Plan) in collaboration between the startup, the Accelerator, and any Technology Recipient, Investor, or representative of foreign partners (depending on the startup's Acceleration Path), including the verification of market prices and expenditure estimates, followed by the Accelerator's verification and approval of the BIPA.
  - 6) **Development of the HIPA** (High Impact Plan) in collaboration between the startup, the Accelerator, and any Technology Recipient, Investor, or representative of foreign partners (depending on the startup's Acceleration Path), followed by the Accelerator's verification and approval of the HIPA.
3. HIPA and BIPA will be consulted, verified, and ultimately approved by the Accelerator and representatives of the Technology Recipient, Investor, or foreign partners (depending on the startup's Acceleration Path).
4. Before entering into the Grant Agreement, the Accelerator may request the provision or updating of documents necessary for its conclusion within a specified timeframe.
5. Failure to provide the required documents within the specified timeframe will prevent the conclusion of the Grant Agreement. In such a case, the Accelerator has the right to exclude the Potential Participant from the Acceleration Program and extend an invitation to the next Potential Participant on the reserve list.
6. The startup will participate in the Acceleration process based on the Grant Agreement, under which the startup will be disbursed a Grant after fulfilling the requirements specified in the Grant Agreement.
7. The Grant Agreement template is an appendix to the Regulations.
8. The appendices to the Grant Agreement include, but are not limited to:

- 1) HIPA;
- 2) BIPA;
- 3) Regulations;
- 4) Grant settlement rules;
- 5) Statement on SME status;
- 6) De minimis form;
- 7) Security for the repayment of the Grant.

9. The Acceleration process lasts a maximum of 6 months from the date of the Grant Agreement, subject to point 19.

10. HIPA outlines 3 Milestones with planned achievement dates and defining indicators, namely:

**1) First phase of acceleration:** "small" grants averaging PLN 50,000, noting that startups in the Poland Prize path will receive a grant in this phase (i.e., in the soft landing phase) up to a maximum of 20% of the total grant.

**2) Second phase of acceleration:** "medium" grants averaging PLN 100,000.

**3) Third phase of acceleration:** "large" grants averaging PLN 250,000.

11. Milestones will be defined individually depending on the startup's acceleration path and business readiness, in consultation with the Accelerator and in agreement with the Technology Recipient, Investor, or Foreign Partner, depending on the startup's Acceleration Path.

12. HIPA defines the method and documents forming the basis for verifying the indicators of each Milestone.

13. The achievement of each Milestone specified in HIPA is verified and documented by the Accelerator in accordance with the form and principles specified in the Grant Agreement, including, but not limited to, signing the Milestone acceptance protocol by the startup, Accelerator, Technology Recipient, or Investor (in B2B and VC paths) and a report on the implementation of the stage.

14. The Accelerator confirms the verification of the Milestone achievement on a standardized form, specifying the scope and method of verification of the Milestone (depending on the startup's Acceleration Path).

15. In the event that the startup does not document the achievement of any of the planned Milestones in accordance with the rules and within the timeframe specified in HIPA, the Accelerator's disbursement of the Grant will be suspended, and the Grant Agreement may be terminated.

16. Changes to HIPA concerning one or more Milestones regarding the planned achievement date, name, or target value of one or more indicators for a given Milestone are only possible before the deadline specified for the Milestone in HIPA, with the consent of the Accelerator and the Technology Recipient or Investor (depending on the startup's Acceleration Path), in the form of an amendment to the Grant Agreement.

17. HIPA may be temporarily suspended once in justified cases, which means halting the acceleration activities described in HIPA and stopping the running of the Acceleration completion deadline for the startup.

18. The startup must promptly inform the Accelerator if events arise that require changes to HIPA.

19. BIPA presents the calculation of the startup's expenses necessary to achieve the individual Milestones specified in HIPA.

20. The calculation mentioned above may only include expenses that meet the general eligibility conditions specified in the eligibility guidelines, i.e., necessary, justified, and accurately estimated concerning each individual Acceleration and the conditions specified in the Regulations and the Grant Agreement.

21. The expenses specified in BIPA will be assigned to the implementation of a given Milestone and assumed within the specified time of implementation consistent with the Milestone's time frame.

22. The startup estimates and documents each expense presented in BIPA based on objective information, particularly statistical data or market prices. The validity, rationality, and efficiency of the expenses included in BIPA are subject to verification by the Accelerator based on a standardized checklist and approval by the Accelerator and the relevant Technology Recipient or Investor (depending on the startup's Acceleration Path).

23. The startup must provide the Accelerator with documentation confirming the startup's estimation process, as mentioned above.

24. Eligible costs for the startup include, in particular, costs for:

- a) Soft landing activities necessary for the startup to start its business operations in Poland and preceding the Acceleration activities (applies to the Poland Prize acceleration path), including:
  - Purchase of concierge services - startup mentor;
  - Purchase of other services necessary for the realization of the acceleration Milestones;
  - Salaries of employees involved in the Soft-landing activities, including persons engaged under civil law contracts;
  - Purchase of fixed assets;
  - Purchase of intangible assets and legal services;
  - Information and promotional activities.
- b) Acceleration activities necessary for the development of the startup's product or pilot implementation of the startup's solution with the Technology Recipient, raising capital from an Investor, or preparation for market expansion (depending on the acceleration path), including, in particular, costs for:
  - Salaries of startup employees participating in the implementation of the Individual Acceleration Plan, including persons engaged under civil law contracts;
  - Purchase of services necessary for the realization of Milestones;
  - Purchase of fixed assets;

- Purchase of intangible assets and legal services;
- Information and promotional activities.

25. The Grant cannot finance VAT on goods and services purchased by the startup, nor can it finance other public dues that the startup may recover.

26. The amount of the Grant will be determined individually based on the costs specified in BIPA, whose necessity and rationality, demonstrated by the startup based on market data, are subject to verification and approval by the Accelerator before entering into the Grant Agreement, with the proviso that the maximum amount of the Grant is specified in point II.6.

27. The Grant will be disbursed by bank transfer, in tranches, as a reimbursement of incurred expenses (or in specified cases in the Grant Agreement as an advance), on terms specified in the Grant Agreement.

28. Settlement of the Grant in the form of an advance payment will be possible only in special, justified, and accepted cases by the foundation.

29. The Grant will be disbursed in tranches as a reimbursement of incurred expenses after the Milestone is achieved and the startup submits documentation confirming the expenses incurred and the Milestone's achievement, including an expenditure statement.

30. The startup gains the right to receive the Grant tranche when it correctly and timely achieves the Milestone. The startup confirms the Milestone's achievement based on documents from which it is evident that the Milestone's goal has been achieved and the expense specified in BIPA has been incurred, including handover protocols, and reports describing the stage's settlement.

31. To receive reimbursement of incurred expenses or settle the advance and receive the remaining (or next) Grant tranche, the startup is required to submit, within 5 days of achieving the Milestone, a list of accounting documents for the expenses incurred, containing at least: document number, issue date, net/gross amount, description of the expense and its assignment to the appropriate BIPA item, and payment date.

32. The Accelerator controls the startup's expenses listed in the statement based on accounting documentation (invoices or documents of equivalent probative value and payment confirmations) confirming the expenses included in the expense statement. As specified in the Regulations and the Grant Agreement, the startup is required to provide the Accelerator with access to documentation concerning the expenses incurred, including documentation related to purchases made in the project.

33. If the startup fails to submit documents settling individual expenses, they will be deemed non-eligible.

34. The Accelerator allows a 10% price discrepancy between the settlement of Milestones and the values presented in the estimation of individual BIPA items, provided that the startup does not exceed the total Grant amount allocated to the specific Milestone. If the total Grant amount is exceeded, the difference resulting from the excess will be a non-eligible cost for the startup, whereas if the settlement presented by the startup shows that the budgeted Grant amount has not been used, the difference will not be disbursed.

35.If the Grant amount from the expense statement is lower than the Grant advance, the Accelerator will reduce the startup's next Grant tranche by the difference or require the startup to return the unspent part of the advance within a timeframe specified by the Accelerator, at the Accelerator's discretion.

36.In the event of a Grant advance payment, the amount allocated for the realization of a Milestone that was not achieved or properly

## **IX. Post-Acceleration Activities**

1. The Post-Acceleration phase is designed to maximize the outcomes of the acceleration process and the milestones achieved by the startup. This phase involves the continuation of collaboration with the accelerator, additional networking opportunities, and a modified form of support for the startup. It includes assistance in securing further investment rounds, grant funding, or participation in prestigious industry accelerators to gain additional customers.

## **X.Control of Grant Expenditure by the Startup and Other Control and Monitoring Activities**

1. The accelerator reserves the right to audit the startup's expenses, as detailed in the expense report provided by the startup, based on accounting documentation that confirms the expenditures.
2. The specific rules governing the control of startup expenses are outlined in the Grant Agreement.
3. Furthermore, the accelerator will have the right to conduct control and monitoring activities on the startup, as stipulated in both the Rules and the Grant Agreement.
4. Detailed rules regarding these control and monitoring activities are outlined in the Grant Agreement

## **XI.Implementation of Solutions Developed During the Acceleration Program**

1. As part of the participation in the Acceleration Program, no rights to the projects being developed will be transferred to the accelerator.
2. The startup is obligated to promptly inform the accelerator of any intentions or actions leading to the commercialization of the startup or the project, especially actions like acquiring shares in the startup by the technology recipient or investor, establishing commercial collaborations (such as project implementation), or strategic partnerships between the startup and the technology recipient or investor, depending on the startup's acceleration path. This obligation lasts for 12 months from the end of the round in which the startup participated.
3. The commercialization of the project or startup (e.g., through the transfer of intellectual property rights or by selling shares in the startup) can occur between the startup and the technology recipient or investor after the acceleration process has been completed.
4. Participation in the Acceleration Program does not obligate the startup to commercialize the solution through cooperation with the technology recipient or investor with whom the startup developed its project during the acceleration.

## **XII.Grant Refund Procedure**

1. The startup will be required to refund the full or partial amount of the grant in cases specified in the Grant Agreement and under applicable law.
2. The detailed rules for the grant refund procedure are set out in the Grant Agreement.

### **XIII. De Minimis Aid**

1. The grant:
  - will constitute de minimis aid, subject to applicable legal regulations, including the Commission Regulation (EU) No. 2023/2831 of December 13, 2023, on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.
  - It will be provided based on the Grant Agreement, within the framework of a grant project as per Article 41 of the Implementation Act.
2. The provision of de minimis aid will be based on currently applicable laws.
3. The specific provisions concerning de minimis aid are detailed in the Grant Agreement.

### **XIII. Grant Refund Security**

1. The refund of disbursed grant amounts will be secured in the manner indicated in the Grant Agreement.
2. The accelerator may condition the disbursement of the grant in advance on the startup providing additional security (beyond that mentioned in point IV.3).
3. The security for the refund of the disbursed grant amounts will be a blank promissory note issued by the startup, which, along with the promissory note declaration, will be attached to the Grant Agreement. The accelerator will have the right to complete the blank promissory note as specified in the promissory note declaration in case circumstances arise that require the startup to refund the disbursed grant amounts.
4. The accelerator may condition the disbursement of the grant in advance on the startup providing additional security (beyond the blank promissory note). Such security may include, in particular:
  - 1) A statement by the startup submitting to enforcement pursuant to Article 777 § 1 of the Civil Procedure Code;
  - 2) A surety agreement, under which all or some of the startup's management board members commit to the accelerator that they will fulfill the startup's obligation to refund the grant advance in case the startup fails to do so.

### **XIV. Other Rights and Obligations Related to Participation in the Acceleration Program**

1. During the Acceleration Program, the accelerator or entities affiliated with it under Article 6c of the Act of November 9, 2000, on the Establishment of the Polish Agency for Enterprise Development, cannot acquire shares in startups.
2. Startups are required to promptly inform the accelerator about:
  - 1) Any changes in data, including address or contact information;



- 2) All circumstances that may affect the participation of the Potential Participant and the startup in the Acceleration Program, including circumstances affecting the classification of the Potential Participant and the startup as a micro or small enterprise.
3. The accelerator has the right to use the names and logos (including trademarks) of Potential Participants and Startups, as well as other publicly available information about them, free of charge, to inform about their participation in the Acceleration Program. This includes informational, promotional, marketing materials, presentations, and reports, as well as on social media, websites, and in information and materials provided to external entities, including the press, radio, and television.

#### **XV. PERSONAL DATA – INFORMATION CLAUSE**

1. The Accelerator and Startups are committed to complying with the regulations concerning the protection of Personal Data, particularly the provisions of the GDPR.
2. In fulfilling the information obligation under Article 13(1) and (2) of the GDPR – in connection with the processing of Personal Data within the framework of the Acceleration Program, the Accelerator provides individuals whose data is being processed with information regarding the processing of their Personal Data.
3. The Data Controller is the Startup Hub Poland Foundation, located at Senatorska 2, 00-075 Warsaw, Poland, email: Poland.Booster@Startuphub.pl, represented by Paulina Brym-Ciuba.
4. The Data Controller may process the following categories of Personal Data, among others: identification data, address data, contact data, data contained in the Application Form, and any other data if necessary for the purposes for which the Accelerator processes the data.
5. The Data Controller may process Personal Data for the following purposes:
  - 1) Review and evaluation of the Application Form:
    - a) The legal basis for processing will be Article 6(1)(b) of the GDPR, as the processing is necessary to take actions at the request of the Potential Participant, i.e., to review and evaluate their Application Form and make a decision regarding their participation in the Acceleration Program.
    - b) Providing Personal Data for this purpose is voluntary, but it is a condition for submitting an Application to the Acceleration Program.
    - c) Without providing Personal Data, the review of the Application and the qualification of the Potential Participant to the Acceleration Program will be impossible.
    - d) In the event of qualifying the Potential Participant to the Acceleration Program, the Personal Data will be stored until the expiry of claims related to their participation in the Acceleration Program.
    - e) If the Potential Participant is not qualified for the Acceleration Program, the Personal Data will be stored until the expiry of claims related to their participation in the Acceleration Program.
  - 2) Performance of the Grant Agreement or taking action at the request of the data subject prior to the conclusion of such an agreement:
    - a) If the data subject is a party to the agreement, the legal basis for processing will be Article 6(1)(b) of the GDPR.

- b) If the data subject is not a party to the agreement (e.g., their employer is), the legal basis for processing will be Article 6(1)(f) of the GDPR, as the conclusion of such an agreement is a legitimate interest of the Accelerator.
- c) Providing Personal Data for this purpose is voluntary, but it is a condition for taking actions before concluding the Grant Agreement and subsequently concluding and performing that agreement
- d) Without providing Personal Data, it will not be possible to conclude the Grant Agreement with the Potential Participant.
- e) Personal Data will be stored until the expiry of claims related to participation in the Acceleration Program.

3) Pursuing claims or defending against claims from other entities:

- a) The legal basis for processing will be Article 6(1)(f) of the GDPR, as the exercise of its rights in the event of a possible dispute is a legitimate interest of the Accelerator.
- b) For this purpose, the Accelerator will likely already possess the Personal Data.
- c) However, providing other Personal Data may be a legal requirement resulting from the ongoing dispute, but this will depend on the specific situation.

4) Fulfilling legal obligations imposed on the Accelerator, such as maintaining accounting and bookkeeping records, settling the Acceleration Program, and reporting progress in the implementation of the Acceleration Program in accordance with applicable regulations and in accordance with the Agreement with PARP (or other documents binding the Accelerator in connection with the Acceleration Program):

- a) The legal basis will be Article 6(1)(c) of the GDPR in the case of legal obligations imposed on the Accelerator by law, and Article 6(1)(f) of the GDPR in the case of obligations imposed on the Accelerator by the Agreement with PARP, as the proper performance of this agreement is a legitimate interest of the Accelerator.
- b) In the case of Personal Data processed under Article 6(1)(c) of the GDPR, providing Personal Data is a legal requirement.
- c) In the case of Personal Data processed under Article 6(1)(f) of the GDPR, providing Personal Data is voluntary, but it is a condition for taking actions before concluding the agreement and subsequently concluding and performing that agreement.
- d) The lack of data provision would prevent participation in the Acceleration Program.
- e) Personal Data will be stored for the period required by law.

5) The Accelerator may share Personal Data with recipients who process the data on behalf of the Accelerator or process Personal Data as separate, independent data controllers.

6) The Accelerator is also entitled to share Personal Data with other entities if such an obligation arises from legal regulations.

7) Due to the nature of the Acceleration Program, the Accelerator may also transfer Personal Data to PARP.

8) The Accelerator provides Personal Data to recipients in accordance with applicable law, for example, based on data processing agreements.

9) The Accelerator may share Personal Data with its subcontractors (entities whose services it uses in processing), such as:

- a) Providers of services such as email, virtual drives, and office applications, including applications used for communication.
- b) Entities involved in organizing conferences, congresses, or other similar events.
- c) Entities providing IT system maintenance and support services.
- d) Providers of marketing tools.
- e) Legal, tax, and accounting advisors.

11) The Accelerator will not transfer Personal Data to a third country or international organization.

12) Individuals whose Personal Data is processed have the following rights:

- a) The right to access their Personal Data and receive a copy of it.
- b) The right to rectify Personal Data.
- c) The right to erase Personal Data.
- d) The right to request the restriction of the processing of Personal Data.
- e) The right to transfer Personal Data.
- f) The right to object to the processing of Personal Data.
- g) The right to lodge a complaint with the President of the Office for Personal Data Protection (Stawki 2, 00-193 Warsaw, Poland).

13) The Accelerator does not make decisions based solely on automated processing, including profiling, that have legal effects or similarly significant impacts on the individuals concerned.

14) The Accelerator may obtain Personal Data:

- a) Directly from the data subject.
- b) From a representative of the data subject or an entity associated with the data subject (e.g., their employer).
- c) From the Central Registration and Information on Business, the National Court Register, or other publicly available sources.

## **XVII. FINAL PROVISIONS**

1. The Startup cannot transfer rights, obligations, or claims related to participation in the Acceleration Program to another entity without the consent of the Accelerator.
2. The Regulations come into force on the day of publication on the Accelerator's website.
3. The Regulations are drawn up in accordance with Polish law and are subject to Polish law.
4. The Regulations are drawn up in the Polish language.
5. In the event of any discrepancies between the provisions of the Regulations and the Grant Agreement, the provisions of the Grant Agreement shall prevail.
6. The Regulations may be amended by a decision of the Accelerator.

7. In the event of changes to the Regulations, the modified Regulations will be published on the Website.
8. All disputes arising in connection with the Regulations and the recruitment for the Acceleration Program will be resolved first through good faith negotiations between the parties, and if no agreement is reached, by a common court having jurisdiction over the Accelerator's registered office, and if the Accelerator is not a party to the proceedings, by a court with jurisdiction according to general rules.
9. All documents referred to in the Regulations (including Grant Agreements, SME Declarations, de minimis forms) will be signed in writing.
10. In each case where the Regulations refer to written form, it also includes electronic form as defined in Article 781 of the Civil Code (qualified electronic signature).
11. The attachments are an integral part of the Regulations. The Regulations include the following attachments:
  - 1) Appendix No. 1 – Preliminary Evaluation Card
  - 2) Appendix No. 2 – Detailed Evaluation Card
  - 3) Appendix No. 3 – Pitch Evaluation Card
  - 4) Appendix No. 4 – Grant Agreement