

TEMPLATE
GRANT AGREEMENT
ACCELERATION PROGRAM "STARTUP HUB: POLAND BOOSTER"
No. /__/__/2024

for the implementation of the acceleration program within the framework of sector-specific startup acceleration with a business or public partner (Technology Off-Taker / "OT")/VC-backed startup acceleration (investor track)/sector-agnostic acceleration/Poland Prize pathway/Go Global pathway,

concluded on _____ in Warsaw, by and between:

.....
hereinafter referred to as the "**Accelerator**,"

and

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

and

.....
hereinafter referred to as the "**Technology Off-Taker**" (applicable for the B2B track) / "**Investor**" (applicable for the VC track),

jointly referred to as the "**Parties**" and individually as a "**Party**."

Considering that the Startup has been qualified for participation in the Acceleration Program as a result of the recruitment process conducted under the Rules and Regulations of the Program,

the Parties have decided to conclude this Grant Agreement with the following provisions:

I. GENERAL PROVISIONS

1. Certain provisions of the Grant Agreement relating to the Partner apply exclusively to the Technology Off-Taker or exclusively to the Investor, depending on the Acceleration Path assigned to the Startup. In cases where the Technology Off-Taker or the Investor is not a party to the Grant Agreement, the provisions concerning the Technology Off-Taker or the Investor, respectively, shall not apply.
2. This Grant Agreement constitutes the agreement referred to in Article 41(7) of the Implementation Act and the grant agreement as defined in the Program Regulations. It specifically sets forth:
 - 1) the purpose of the Acceleration Program and the tasks of the Startup covered by the Grant;
 - 2) the amount of the Grant and the Startup's own contribution;
 - 3) the terms for transferring and settling the Grant include specific provisions for the Startup's reporting and accounting of expenses;
 - 4) the Startup is obligated to refund the Grant if it is used in a manner inconsistent with the objectives of the Acceleration Program or the Acceleration process;

5) the Startup agrees to submit to inspections or audits conducted by the Accelerator or authorized entities referred to in Article 25(1) and (2) of the Implementation Act.

3. The subject of the Grant Agreement is, in particular, to define the terms of the Startup's participation in the Acceleration Program, including the conditions for the disbursement and settlement of the Grant, as well as the terms for accounting for expenses incurred by the Startup.

4. The Startup has been assigned to the following Acceleration Path: _____¹,

5. The amount of the Grant awarded to the Startup under the Acceleration Program is _____ PLN (in words: _____ Polish zloty), in accordance with BIPA.

6. The value of de minimis aid received by the Startup under the Acceleration Program is _____ PLN (in words: _____ Polish zloty).

7. If the Startup does not complete the entire acceleration program, the Accelerator will adjust the de minimis aid to the amount actually provided.

8. The Startup declares that it holds the following bank account (including a sub-account), which is designated exclusively for receiving and settling the Grant:

1. Account Number: _____
2. Held at Bank: _____

9. The Accelerator and the Startup agree that the first installment of the Grant will / will not be disbursed as an advance payment. If the first installment is to be disbursed as an advance payment, the Accelerator and the Startup agree that the advance will amount to ____% (in words: _____ percent) of the total Grant awarded.

II. COMMUNICATION OF THE PARTIES

1. Communication between the Parties under the Grant Agreement will be carried out using the contact details provided below:

1) Contact details of the Accelerator:

Mailing address:

FUNDACJA STARTUP HUB POLAND, ul. Senatorska 2, 00-075 Warsaw

Phone: _____

Email: _____

Contact person on behalf of the Accelerator: _____

2) Contact details of the Technology Off-Taker/VC (if applicable):

Mailing address: _____

Address, phone, email: _____

Contact person: _____

3) Contact details of the Startup:

Mailing address: _____

¹Please enter: "B2B Path," "VC Path," sector agnostic path, Poland Prize path, Go Global path – depending on which Acceleration Path the Startup has been assigned to.

Please cross out the incorrect answer.

Phone:

Email:

Contact person on behalf of the Startup:

III. RULES FOR PARTICIPATION IN THE ACCELERATION PROGRAM

1. Participants in the Program may include businesses and startup teams that meet all of the following conditions:

- 1) They operate a business on the territory of the Republic of Poland, or in the case of the Poland Prize path, they will establish a business in the Republic of Poland;
- 2) They are registered in the appropriate register or record;
- 3) They belong to the category of micro or small enterprises, in accordance with Annex I to Regulation 651/2014;
- 4) They meet the conditions for receiving de minimis aid.

2. They meet other conditions specified in the Regulations;

3. A participant in the Acceleration Program may be an entity referred to in Article 41(3) of the Implementation Act; a micro-enterprise or small enterprise meeting the conditions defined in Article 22 of Regulation (EC) No. 651/2014, and fulfilling the conditions specified in § 21 of the Regulation.

4. 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.

5. The following conditions apply to participation in the Acceleration Program: Only Startups with a legal form as a joint-stock company may participate, or in the case of the Poland Prize path, Startups planning to establish a joint-stock company in the Republic of Poland.

6. Startups can only be businesses that:

- 1) Have familiarized themselves with the program's conditions as specified in this Regulation;
- 2) Have been qualified for the Acceleration Program;

7. Have signed the Grant Agreement.

8. A Startup may participate in the Acceleration Program if it meets the following conditions:

- 1) It operates a business on the territory of the Republic of Poland;
- 2) It is registered in the appropriate register or record;
- 3) It belongs to the category of micro-enterprises or small enterprises, in accordance with Annex I to Regulation 651/2014;
- 4) It meets the conditions for receiving de minimis aid and has not exceeded the allowed limit of such aid;

- 5) It does not conduct activities excluded from receiving support based on the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on providing financial aid by the Polish Agency for Enterprise Development under the "European Funds for the Modern Economy" program;
- 6) Its activities are not related to business activities excluded from receiving de minimis aid under Commission Regulation (EU) 2023/2831 of December 13, 2023, regarding the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid;
- 7) There are no circumstances preventing the granting of public or financial aid, as specified in applicable legal regulations, including the regulations referred to in the Program.

9. Meets the conditions specified in:

- 1) Article 22 of Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain types of aid compatible with the internal market under Articles 107 and 108 of the Treaty on the Functioning of the European Union;
- 2) Applicable legal regulations governing the granting of aid to entrepreneurs, including primarily the provisions in 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 funded from European funds in the 2021-2027 financial perspective, and the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on providing financial aid by the Polish Agency for Enterprise Development under the "European Funds for the Modern Economy 2021-2027" program;
- 3) It is not listed on the stock exchange and has been in operation for no longer than 5 years from the date of registration in the appropriate register or record;
- 4) It has not yet distributed profits;
- 5) It has not 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) It was not created as a result of a merger, unless at least one of the following conditions is met:
- 7) The turnover of the acquired company constitutes less than 10% of the Startup's turnover in the year preceding the acquisition, or
- 8) The turnover of the merged company is higher by less than 10% compared to the combined turnover of the merging companies in the year preceding the merger;
- 9) The merger involved micro or small enterprises meeting the conditions described in points 4.7.10 - 4.7.12 above;
- 10) It holds full rights (including intellectual property rights) to the business it wishes to develop under the Acceleration Program and is entitled to dispose of it on its own behalf;
 - It is not a related entity, as defined in Article 6c(2) of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, to (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, nor (ii) to the cooperating Technology Off-Taker or Investor, in particular through:
 - Participation in the company as a partner in a civil or partnership company;
 - Ownership of shares or at least 10% of the company's stock;

- Holding the position of a member of the supervisory or management board, proxy, or attorney;
- Being in such a legal or factual relationship that could raise reasonable doubts regarding impartiality in selecting the entrepreneur, particularly being married to, related to, or connected by affinity in the direct line, or by affinity in the collateral line up to the second degree, or through adoption, guardianship, or custody.

11) It is not excluded from the possibility of receiving funding based on generally applicable legal regulations, in particular, based on Article 6b(3) of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, and in particular:

- 12) In the case of an entrepreneur who is a natural person, has not been convicted by a final judgment for a crime of giving false testimony, bribery, crimes against property, document credibility, money and securities trading, business trading, the banking system, fiscal offenses, or other offenses related to business activity or committed for the purpose of obtaining financial benefits;
- 13) In the case of an entrepreneur who is not a natural person, no member of its managing bodies or a partner in a partnership has been convicted by a final judgment for the crimes mentioned above;
- 14) Does not have any overdue public law obligations;
- 15) Is not under a supervisory management or in the process of liquidation or bankruptcy proceedings;
- 16) Has not significantly breached a contract concluded with PARP (Polish Agency for Enterprise Development) within the last 3 years from the termination of that contract;
- 17) The court has not imposed a ban on using grants, subsidies, or other forms of financial support from public funds;
- 18) Is not subject to the obligation to repay aid resulting from a decision of the European Commission declaring the aid incompatible with the law and the internal market or resulting from Article 207(4) of the Act of August 27, 2009, on public finances;
- 19) No conditions exist with respect to the Startup as described in:
 - Article 2 of Council Regulation (EC) No. 765/2006, which would result in a ban on making funds or economic resources available;
 - Articles 2 and 9 of Council Regulations (EU) No. 269/2014, (EU) No. 208/2014, or Article 2 of Council Decision 2014/145/CFSP, which would result in a ban on making financial resources or economic resources available;
 - The Act of April 13, 2022, on special solutions for countering support for aggression against Ukraine and protecting national security, including Articles 2 and 3 of this Act;
 - Article 51 of Council Regulation (EU) No. 833/2014, which would result in a ban on providing direct or indirect support, including financing and financial assistance, or granting any other benefits under the national program;
 - §6(13) of the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on providing financial aid by the Polish Agency for Enterprise Development under the European Funds for the Modern Economy 2021-2027 program;
- 20) The Startup or any of its partner or related entities, in accordance with applicable regulations, has not been excluded from the call based on the Act on Special Solutions for Counteracting Support for Aggression Against Ukraine and Protecting National Security of April 13, 2022;
- 21) Meets other conditions specified in the Program Regulations.
- 22) Grant cannot be allocated for:

- Activities prohibited under EU legal acts adopted or amended in connection with Russia's aggression against Ukraine, namely Council Regulations (EU) 2022/263, (EU) No. 833/2014, (EU) No. 692/2014, or (EC) No. 765/2006, Council Decisions (CFSP) 2022/266, 2014/512/CFSP, 2014/145/CFSP, or 2012/642/CFSP;
 - Settlement of claims referred to 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.
- 23) According to the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on providing financial aid by the Polish Agency for Enterprise Development under the European Funds for the Modern Economy 2021-2027 program, financial aid cannot be granted for activities in the following areas:
- Manufacturing, processing, or marketing of tobacco and tobacco products;
 - Production or marketing of alcoholic beverages;
 - Production or marketing of pornographic content;
 - Trading in explosives, weapons, and ammunition;
 - Gambling, betting, slot machine games, and low prize slot machines;
 - Production or marketing of narcotic drugs, psychotropic substances, precursors, substitute drugs, or new psychoactive substances.
- 24) Groups of entities excluded from participation in the Acceleration Program:
- Enterprises engaged in the primary production of fishery and aquaculture products;
 - Enterprises engaged in the processing and marketing of fishery and aquaculture products, when the amount of aid is based on the price or quantity of products purchased or marketed;
 - Enterprises engaged in the primary production of agricultural products;
 - Enterprises engaged in the processing and marketing of agricultural products, if: (i) the aid amount is determined based on the price or quantity of such products purchased from raw material producers or marketed by enterprises receiving aid; (ii) the granting of aid is conditional on its partial or full transfer to raw material producers;
 - Enterprises engaged in activities related to exports to third countries or member states, meaning entities directly involved in the quantity of exported products, creating and managing distribution networks, or other current expenditures related to export activities are not eligible for aid;
 - Entrepreneurs receiving aid conditioned by the priority use of domestic goods and services over imported goods and services.

IV. THE OBJECTIVE OF THE ACCELERATION PROGRAM AND THE ACCELERATION TRACK

1. The objective of the Acceleration Program is to support startups, i.e., to accelerate the development of startups and their projects through individual acceleration actions related to the Acceleration Track to which a given startup will be assigned.

2. The Acceleration Program includes advisory/mentoring services and the payment of grants (in an equity-free formula) to the startup.
3. The acceleration lasts a maximum of 6 months from the date of signing the Grant Agreement, subject to point V.10.
4. The startup's participation in the acceleration should end in accordance with the date specified in the HIPA.

V. GRANT

1. The condition for participation in the Acceleration Program is the signing of the Grant Agreement.
2. The conditions for signing the grant agreement and receiving the grant, and consequently de minimis aid, with the startup, regardless of the acceleration track, include:
 - 1) verification by the Accelerator of the startup's status as a micro or small enterprise, in accordance with Annex I to Regulation (EU) No 651/2014;
 - 2) investigation by the Accelerator of the startup's connections;
 - 3) verification by the Accelerator of the previous use of de minimis aid by the startup;
 - 4) verification by the Accelerator of the possibility of granting de minimis aid to the startup;
 - 5) preparation of the BIPA jointly in cooperation between the startup, the Accelerator, and, if applicable, the Technology Recipient, Investor, or representatives of foreign partners (depending on the startup's Acceleration Track), including verification of market prices and cost estimation, followed by verification and approval of the BIPA by the Accelerator;
 - 6) preparation of the HIPA jointly in cooperation between the startup, the Accelerator, and, if applicable, the Technology Recipient, Investor, or representatives of foreign partners (depending on the startup's Acceleration Track), followed by verification and approval of the HIPA by the Accelerator.
3. The HIPA and BIPA will be consulted, verified, and ultimately approved by the Accelerator and representatives of the Technology Recipient, Investor, or representatives of foreign partners (depending on the startup's Acceleration Track).
4. Before signing the Grant Agreement, the Accelerator may request the provision or update of documents necessary for the signing of the agreement by the specified deadline.
5. Failure to provide the necessary documents by the designated deadline will prevent the signing of the Grant Agreement. In this case, the Accelerator has the right to exclude the Potential Participant from the Acceleration Program and invite the next Potential Participant from the waiting list to the Program.
6. The startup will participate in the Acceleration process based on the Grant Agreement, under which, after meeting the requirements specified in the Grant Agreement, the startup will receive the Grant.
7. Annexes to the Grant Agreement will include, among others:
 - a) HIPA;
 - b) BIPA;
 - c) Regulations;
 - d) Grant settlement rules;

- e) Declaration of SME status;
- f) De minimis form.
- g) Security for the Grant Repayment

8. HIPA (Individual Acceleration Plan) defines the number of Milestones along with their planned achievement dates, as well as the indicators that define them, namely:

- 1) First phase of acceleration: "Small" grants with an average value of PLN 50,000, with the stipulation that startups in the Poland Prize track will receive, at this stage (during the soft landing phase), a grant amounting to a maximum of 20% of the total grant.
- 2) Second phase of acceleration: "Medium" grants with an average value of PLN 100,000.
- 3) Third phase of acceleration: "Large" grants with an average value of PLN 250,000.

9. Changes to HIPA regarding one or more Milestones in terms of the planned achievement date, name, or target value of one or more indicators defining a specific Milestone may only be made before the deadline for the given Milestone in HIPA, with the consent of the Accelerator and Partner in the form of an annex to the Grant Agreement.

10. In justified cases, HIPA may be temporarily suspended once, meaning that acceleration activities described in HIPA will be halted, and the deadline for the completion of the Acceleration for the given Startup will be paused.

11. The Startup will continuously inform the Accelerator if events occur that may affect the terms outlined in HIPA. In particular, the Startup is obliged to regularly inform the Accelerator about any circumstances that may cause delays in achieving the Milestone compared to the planned date or may result in the need to modify the forecasted costs.

12. BIPA (Budget and Investment Plan) provides a calculation of the Startup's expenses necessary to achieve the Milestones specified in HIPA.

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

14. The estimation of each expense presented in BIPA is carried out and documented by the Startup based on objective information, particularly statistical data or market prices. The legitimacy, rationality, and efficiency of the expenses listed in BIPA are subject to verification by the Accelerator using a standardized checklist, followed by approval by the Accelerator and OT/VC (depending on the selected acceleration track).

15. The Startup must provide the Accelerator with documentation confirming that it has carried out the estimation mentioned above.

16. Eligible costs mentioned above include, in particular, costs for:

- 1) Salaries of Startup employees involved in the implementation of the Individual Acceleration Plan, including individuals engaged under civil law contracts;
- 2) Purchase of services necessary for the achievement of the Milestones;
- 3) Purchase of fixed assets;
- 4) Purchase of intangible assets and rights;
- 5) Information and promotional activities.

17. For the Poland Prize pathway, eligible costs include soft-landing activities necessary for the Startup to commence business operations in Poland, which precede the Acceleration activities. These costs cannot exceed 20% of the total grant amount awarded and include, in particular:

- the purchase of concierge services – startup caretaker;
- the purchase of other services necessary to achieve the acceleration milestones;
- salaries of startup employees involved in the implementation of the soft-landing activities, including those engaged under civil law contracts;
- the purchase of fixed assets;
- the purchase of intangible assets;
- information and promotional activities.

18. The Grant cannot finance VAT on goods and services purchased by the Startup, nor can it finance other public liabilities that the Startup can recover.

19. The expenditures outlined in BIPA will be assigned to the implementation of a specific Milestone and scheduled within the timeframe corresponding to the realization of that Milestone.

20. The Startup will promptly inform the Accelerator if events occur that could affect the arrangements outlined in BIPA.

21. The Startup is not required to provide its own financial contribution.

22. The amount of the Grant, as referred to in section I.5, has been determined individually for each Startup based on the costs specified in BIPA.

23. The costs mentioned in section I.5:

- 1) have been demonstrated by the Startup based on market data regarding their necessity and reasonableness;
- 2) have been verified and approved by the Accelerator.

24. The Grant is awarded exclusively during the Acceleration phase. During post-acceleration activities, as outlined in section IX of the Regulations, the Startup will not be granted a Grant or provided with de minimis aid.

25. Signing the Grant Agreement does not guarantee the disbursement of the Grant. The Grant may only be disbursed if the Startup properly achieves the successive Milestones (including those set out in HIPA) and meets other conditions specified in the Grant Agreement, including proper accounting for incurred expenses.

26. The Grant will be disbursed via bank transfer, in installments, to the Startup's bank account specified in section I.8.

27. Changing the bank account number specified in section I.8 requires the Startup to submit a written statement under pain of ineffectiveness and deliver it to the Accelerator at least 14 days before the planned disbursement of the respective Grant installment.

28. The Accelerator bears no responsibility for disbursing the Grant to an incorrect bank account if the Startup fails to comply with the procedure outlined above.

29. The Grant will be disbursed in installments, as a refund for expenses incurred by the Startup.

30. In justified cases (with individual consent from the Accelerator and subject to the provision of additional

securities as referred to in section IX.7), it will be possible to disburse the Grant in the form of an advance under the following conditions:

- 1) The first installment of the Grant may be received by the Startup as an advance after signing the Grant Agreement and providing (establishing) the additional securities referred to in section IX.7.
- 2) The Accelerator does not allow for the disbursement of subsequent advances (an advance can only be disbursed as part of the first installment of the Grant).

31. Subject to section VI.8, the Accelerator informs that it is not possible to disburse Grant installments linked to Milestones in amounts other than those specified in BIPA.

32. The specified Grant amount may be disbursed upon meeting the following conditions:

- 1) The Startup completes the Milestone on time – as specified in HIPA and BIPA.
- 2) The Startup provides, within the timeframe specified by the Accelerator:
 - All documents confirming the achievement of the respective Milestone in accordance with HIPA, such as the acceptance protocol for the Milestone and the report on the acceleration stage. If technical documentation concerning the Startup's solution is generated during the Milestone implementation, the Startup must provide the Accelerator with access to this documentation.
 - A list of accounting documents for incurred expenditures containing at least: the document number, issue date, net/gross amount, description of the expenditure, its allocation to the appropriate BIPA category, and the payment date.

33. The Accelerator verifies the achievement of the respective Milestone in accordance with section V. The Accelerator confirms the verification of the Milestone on a standardized form prepared for this purpose, which specifies the scope and method of verification (depending on the Acceleration Path of the Startup).

- 1) The achievement of the respective Milestone, following the Accelerator's verification, will be confirmed by signing the acceptance protocol for the Milestone and the report on the implementation of the respective stage.
- 2) The Accelerator will review the expenditures and the Expenditure Statement in accordance with section V.
- 3) Upon approval of the expenditures and signing the acceptance protocol for the Milestone, the Accelerator will prepare a "Milestone Approval" document, based on which the amount specified in BIPA will be disbursed.

34. The Startup must ensure access to all documents generated during the term of the acceleration agreement for a period of three years from the date of completion of the financing agreement between the Accelerator and the Intermediary Institution – the Polish Agency for Enterprise Development.

VI. GRANT SETTLEMENT

1. Unless otherwise specified in the HIPA, the achievement of each Milestone defined in the HIPA is verified by the Accelerator as follows:

- 1) The Startup shall provide the Accelerator with documents confirming the achievement of the given Milestone.
- 2) The documents mentioned above shall be submitted by the Startup no later than the deadline specified by the Accelerator.
- 3) At the request of the Accelerator, the Startup shall provide originals of the documents confirming the achievement of the given Milestone.
- 4) At the request of the Accelerator, in addition to the aforementioned documents, the Startup shall provide additional explanations regarding the achievement of the given Milestone. If necessary, the Accelerator may request such explanations via email or in writing.

2. In the event that the Startup does not document the achievement of any of the defined Milestones in accordance with the terms and deadlines set forth in the Grant Agreement (including the HIPA), the Accelerator shall suspend the disbursement of the Grant, and the Grant Agreement may be terminated.

3. The Accelerator reviews the Startup's expenses listed in the Expense Statement based on accounting documentation confirming the expenses included in the Expense Statement.

4. The Startup is obligated to grant the Accelerator access to the documentation confirming the expenses listed in the Expense Statement, adhering to the following principles:

- 1) The Startup shall provide the Accelerator with documents confirming the expenses listed in the Expense Statement, either as scans or in electronic form. Originals of these documents shall be submitted by the Startup upon the Accelerator's request.
- 2) The documents mentioned above shall be submitted by the Startup no later than the deadline specified by the Accelerator.
- 3) The documents used by the Accelerator to verify the expenses listed in the Expense Statement include, but are not limited to:
 - Invoices or documents of equivalent evidentiary value.
 - Payment confirmations (e.g., bank transfer confirmations) described in a manner that allows their attribution to specific items in the HIPA or BIPA.
- 4) Documents must enable the assignment of specific expenses to corresponding items in the HIPA or BIPA.
- 5) For invoices (or equivalent documents) issued in a foreign currency, the Startup shall also indicate the exchange rate used.

5, The documents mentioned in point 4 above must be provided by the Startup at any request of the Accelerator during the duration of the Grant Agreement and for a period of 3 years following the termination of the agreement between the Accelerator and the Intermediate Institution – the Polish Agency for Enterprise Development.

6. If the Startup fails to submit documents confirming the expenses listed in the Expense Statement and accounting for individual expenditures, those expenses shall be deemed ineligible.

7. The Grant shall be settled in accordance with the provisions of the document "Rules for settling grants awarded to beneficiaries in the Smart UP – Startup Booster Poland projects under European Funds for a Modern Economy 2021–2027," which constitutes Annex No. 6 to the Grant Agreement.

8. The Accelerator permits a 10% variance in prices presented in the settlement of Milestones compared to the values estimated for individual items in the BIPA, provided that the Startup does not exceed the total Grant amount allocated for the specific Milestone. If the total Grant amount is exceeded, the difference resulting from the overage will be considered an ineligible cost for the Startup. Conversely, if the settlement submitted by the Startup indicates that the allocated Grant amount was not fully utilized, the unused difference will not be paid out.

9. The disbursement of the Grant in an amount lower than specified in the budget and IPA schedule, due to the Startup incurring lower expenses to achieve the milestones than initially planned, does not require an amendment to the Acceleration Agreement. The final Grant amount after the completion of the IPA will be specified in an annex to the Acceleration Agreement, reflecting the final disbursed Grant amount, and in the de minimis aid certificate provided to the Startup.

10. If the Grant amount resulting from the submitted Expense Statement is lower than the advance Grant payment provided, the Accelerator will reduce the next Grant installment to the Startup by the difference, or the Startup will refund the unspent portion of the advance within a timeframe specified by the Accelerator, at the Accelerator's discretion.

11. In the case of an advance Grant payment, any unused amount allocated to a specific Milestone that was not achieved or properly accounted for will be subject to refund. Additionally, if the scope or amounts of invoices and activities do not align with those planned in the HIPA and BIPA, such amounts will not be approved by the Accelerator.

VII. DE MINIMIS AID

1. Grant:

- 1) The grant will constitute de minimis aid, subject to the applicable legal regulations, including:
 - (ii) Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.
- 2) It will be disbursed under the Grant Agreement, in the grant project formula, in accordance with Article 41 of the Implementation Act.

2. The provision of de minimis aid will be based on currently applicable legal regulations, including: The provision of de minimis aid will be based on the applicable legal regulations, including: Commission Regulation (EU) No. 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, and the Regulation of the Minister of Funds and Regional Policy of 7 November 2022 on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021-2027 program.

(ii) Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid

(iii) Regulation of the Minister of Funds and Regional Policy of 7 November 2022 on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for Modern Economy 2021-2027 program.

3. The Accelerator is obliged to issue a certificate to the Startup confirming the de minimis aid provided, in

accordance with the currently applicable template.

4. The Accelerator is also required to report the de minimis aid granted under the Acceleration Program directly to the Office of Competition and Consumer Protection via the SHRIMP database, in accordance with the Regulation of the Council of Ministers of 23 December 2019 on the method of granting access to the SHRIMP application.

5. The Accelerator will store data related to the provision of de minimis aid for 10 years from the date of the last de minimis aid granted under the Acceleration Program, unless a different period is stipulated by applicable regulations.

6. The Startup is obliged to retain documents related to the provision of de minimis aid for 10 years from the date of the last de minimis aid granted under the Acceleration Program, unless a different period is stipulated by applicable regulations.

VIII. GRANT RETURN PROCEDURE

1. The Startup is obligated to repay the Grant if:

- 1) It fails to complete the tasks within a given milestone under the Individual Acceleration Plan.
- 2) It completes the tasks in a manner inconsistent with the Individual Acceleration Plan.
- 3) It fails to present documents confirming the achievement of a given Milestone.
- 4) It fails to present an accurate Statement of Expenditures in accordance with section VI.4.
- 5) The Accelerator does not approve the documents confirming the achievement of a given Milestone presented by the Startup.
- 6) The Accelerator does not approve the Statement of Expenditures.
- 7) It has provided false statements during the application phase for the Acceleration Program or at the stage of signing the Grant Agreement.
- 8) The Startup did not meet the conditions for receiving the Grant and received it improperly.

2. The determination that the Grant must be refunded may occur, in particular, as a result of: the analysis of documents submitted by the Startup, failure to submit required documents by the Startup, or as determined during control, audit, or monitoring activities conducted by the Accelerator or other entities referred to in the Grant Agreement.

3. Immediately upon determining that the Grant or its individual tranches have been improperly received by the Startup or that the Grant must be refunded for other reasons specified in the Grant Agreement, the Accelerator will issue a written request to the Startup to return the appropriate amount of the Grant.

4. The Startup will be required to return the Grant within 14 days from the date it receives the request.

5. The Startup will be required to return the Grant amount specified in the request along with interest at the rate determined for tax arrears, calculated from the date of Grant payment or its individual tranches to the date of return. The refund will be made to the bank account indicated by the Accelerator in the request.

6. If the Startup does not repay the Grant within the designated period, further interest will be applied to the amount to be refunded, and the Accelerator will take steps to recover these funds. Specifically, the Accelerator may use the security provisions established in the Grant Agreement for the refund of the Grant and may pursue its claims through legal proceedings.

7. The costs incurred by the Accelerator in recovering the improperly used Grant funds will be fully borne by the Startup.

IX. SECURITIES FOR GRANT REPAYMENT

1. The Startup is required to provide security for the repayment of the amounts disbursed under the Grant in the form of a promissory note in blank, with a notarized signature or signed in the presence of a person authorized by the Accelerator, along with a promissory note declaration.
2. A promissory note in blanco signed by the Startup along with the promissory note declaration and the Startup constitute Annex No. 7 to the Grant Agreement.
3. If the promissory note is signed by a proxy, a specific power of attorney for incurring promissory note obligations (in original) with a notarized signature is required.
4. Failure to provide the security mentioned in section IX.2 is a condition for concluding the Grant Agreement.
5. The return of the security referred to in section IV.2 will take place upon the written request of the Startup, which may be submitted no earlier than 6 months after the Accelerator has completed the entire Accelerator Program, provided that the Startup has duly fulfilled its obligations under the Grant Agreement. The Accelerator reserves the right to:
 - 1) Destroy the blank promissory note along with the promissory note declaration if no request for the return of the security is submitted within the timeframe mentioned above;
 - 2) Refuse to return the security despite a request if the Accelerator has substantiated information indicating the likelihood of using the established security.
6. The Accelerator conditions the payment of the Grant as an advance on the establishment by the Startup of additional securities (in relation to the blank promissory note mentioned in section IX.2), both of the additional securities mentioned in section IX.7.
7. The additional securities referred to in section IX.6 are:
 - 1) A statement by the Startup submitting to enforcement, in accordance with Article 777 § 1 of the Civil Procedure Code; and
 - 2) A guarantee agreement under which all or some members of the Startup's management board (as indicated by the Accelerator) will commit to the Accelerator to fulfill the Startup's obligation to repay the Grant advance in the event that the Startup fails to do so.
8. The Accelerator may request that the Startup provide more than one additional security.
9. The Startup undertakes to deliver to the Accelerator, at least 14 days before the planned date of payment of the Grant advance, a statement of submission to enforcement in the form of a notarial deed made in accordance with Article 777 § 1 of the Civil Procedure Code. The draft notarial deed, including the statement of submission to enforcement by the Startup, must be approved by the Accelerator in document form, via email, under penalty of nullity. The costs of the statement of submission to enforcement are borne by the Startup.
10. The Startup undertakes to ensure that, at least 14 days before the planned date of payment of the Grant advance, all or some members of the Startup's management board (as indicated by the Accelerator) will enter into a guarantee agreement (in accordance with the draft provided by the Accelerator) under which

they will commit to the Accelerator to fulfill the Startup's obligation to repay the Grant advance if the Startup fails to do so.

11. In the event that the Startup fails to fulfill its obligation to establish additional securities and provide them to the Accelerator within the specified deadlines, the Grant advance will not be disbursed, and the Grant will be paid in the form of reimbursement.

X. RIGHTS AND OBLIGATIONS OF THE PARTIES, TERMS AND PERIOD OF COOPERATION

1. The parties agree to cooperate during the term of the agreement and after its completion, in the so-called post-acceleration period.
2. The parties undertake to perform the Grant Agreement with due diligence, utilizing their knowledge and experience.
3. The parties commit to informing the other parties about any circumstances that may have or could have an impact on their participation in the Acceleration Program. Such information must be provided in writing or by email within 7 days of the occurrence of such circumstances.
4. Agreements, as well as the factual and legal relationships between the Startup and the Partner that arise during the Acceleration, must not result in the Partner exerting influence on the Startup that would make the Startup a dependent, affiliated, or partner entity within the meaning of EU law or Article 6c of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development.
5. The Startup is obligated to use the Grant in accordance with the provisions of the Grant Agreement and applicable laws.
6. The Startup must promptly inform the Accelerator about:
 - 1) Any changes in data, including address or contact details;
 - 2) Any circumstances (including organizational changes) that may affect the Startup's participation in the Acceleration Program, including circumstances that may affect the classification of the Startup as a micro or small enterprise;
 - 3) Any changes to the information, data, documents, or statements provided to the Accelerator in connection with the Startup's participation in the Acceleration Program, if such changes may or could affect the Startup's participation in the Acceleration;
 - 4) The intention to divide or transform its business, as well as any intention to undertake similar actions.
7. The Startup is required to maintain a separate accounting record of expenses within the Acceleration in a transparent and accurate manner, so that each operation related to the Acceleration can be identified.
8. The Startup undertakes to cooperate with the Partner and the Accelerator.
9. The Startup undertakes to cooperate with PARP or other authorized entities conducting evaluations, controls, audits, or monitoring of the Startup in relation to the Grant Agreement, including providing current address details.
10. The Startup undertakes to provide complete, accurate, and truthful information and data within the framework of the Acceleration Program, including information and data consistent with those contained in publicly available registers, including the National Court Register, the Central Register and Information on

Business Activity, and the REGON database.

11. The Startup undertakes to refrain from any actions that could lead to a conflict of interest in connection with its participation in the Acceleration Program.

12. If the Accelerator or the Partner requests it, the Startup is obligated to complete the survey provided by the Accelerator or Partner, such as a survey regarding the quality of the Services, including an open section for indicating opinions and possible comments.

13. The Startup undertakes to promptly inform the Accelerator of any intentions or actions leading to the commercialization of the Startup (e.g., intention to acquire shares or stakes) or the Project (e.g., intention to transfer intellectual property rights), as well as any intention to enter into any agreement between the Startup and the Partner related to cooperation regarding the Project. These details should include information such as: the method of commercialization, the value of the commercialization (e.g., contract value), and the entity carrying out the commercialization. Such information will be provided via email to the Accelerator's representative. The Accelerator also allows for information to be provided through direct communication, such as B2B meetings or online.

14. The obligation referred to in point X.12 lasts for 12 months from the date of completion of the respective round in which the Startup participated.

15. Commercialization (e.g., transfer of intellectual property rights) of the developed Project or commercialization of the Startup (e.g., by selling shares or stakes in the Startup) may be carried out between the Startup and the Partner after the completion of the Acceleration by the Startup.

16. The Startup undertakes to archive all documentation related to its participation in the Acceleration and to retain it for at least 10 years from the date of completion of the Acceleration.

17. The Startup may not transfer rights and obligations or receivables from the Grant Agreement to any other entity without prior written consent from the Accelerator, under penalty of invalidity.

18. During the implementation of the Acceleration Program, the Accelerator or entities associated with it under Article 6c of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, may not acquire shares in Startups.

19. The Accelerator declares that there are no links under Article 6c, paragraph 2 of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development between the Startup and the Accelerator or persons authorized to incur obligations on behalf of the Accelerator, or persons performing tasks on behalf of the Accelerator related to the implementation of the Acceleration Program, in particular through:

- 1) Participating in a company as a partner in a civil partnership or limited partnership;
- 2) Holding shares or at least 10% of the company's stock;
- 3) Holding a position as a member of the supervisory or management board, proxy, or attorney;
- 4) Being in a legal or factual relationship that could raise justified doubts about impartiality in the selection of the Startup, especially being in a marriage, direct line of kinship, collateral kinship or affinity to the second degree, or in an adoption, guardianship, or curatorship relationship.

20. The business partner (OT/VC) undertakes to cooperate with the Startup and the Accelerator as an entity engaged in the implementation of the relevant Acceleration Paths, interested in implementing the Startup's solution/making a capital investment in the form and scope determined with the Accelerator and the Startup.

21. The business partner (OT/VC) undertakes to promptly inform the Accelerator of any intentions or actions

leading to the commercialization of the Startup (e.g., intention to acquire shares or stakes) or the Project (e.g., intention to transfer intellectual property rights), as well as any intention to enter into any agreement between the Startup and the Partner related to cooperation regarding the Project. This information shall include details about: the method of commercialization, the value of commercialization (e.g., contract value).

22. The business partner (OT/VC) undertakes to cooperate with the Startup in such a way as to pursue the objectives set out in the HIPA. In the event of any problems related to mutual cooperation, the Partner should immediately inform the Accelerator.

23. The business partner (OT/VC) declares that there are no links, within the meaning of Article 6c, paragraph 2 of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, between the Startup and the Partner or persons authorized to incur obligations on behalf of the Partner or persons performing activities related to the implementation of the Acceleration Program on behalf of the Partner, in particular through:

- 1) Participation in a company as a partner in a civil partnership or a partnership;
- 2) Holding shares or at least 10% of the company's stock;
- 3) Holding a position as a member of the supervisory or management board, proxy, or attorney;
- 4) Being in a legal or factual relationship that could raise justified doubts regarding impartiality in the selection of the Startup, particularly being in a marriage, direct line of kinship, collateral kinship or affinity to the second degree, or in an adoption, guardianship, or curatorship relationship.

24. The business partner (OT/VC) may not transfer rights, obligations, or receivables from the Grant Agreement to any other entity without prior written consent from the Accelerator, under penalty of invalidity.

XI. STATEMENTS OF THE STARTUP

In connection with participation in the Acceleration Program and the signing of the Grant Agreement, the Startup declares that:

- 1) It has read the Regulations, the Grant Agreement, and the annexes;
- 2) It meets the conditions for participation in the Acceleration Program and the signing of the Grant Agreement;
- 3) It is not participating in the Startup Booster program run by another accelerator, nor has it submitted an application to participate in such a program or entered into a grant agreement with another accelerator;
- 4) It conducts business activity on the territory of the Republic of Poland;
- 5) It is registered in the appropriate register or record;
- 6) It belongs to the category of micro or small enterprises;
- 7) It meets the conditions for obtaining de minimis aid and has not exceeded the allowed limit for such aid;
- 8) The data provided in the Application Form is complete, correct, and true, including being consistent with the data contained in publicly available registers, such as the National Court Register, the Central Register and Information on Business Activity, and the REGON database.

- 9) It has in no way (particularly through agreements or arrangements with third parties) restricted or excluded its obligations under the Grant Agreement, nor will it restrict or exclude them during the term of the Grant Agreement;
- 10) There are no circumstances hindering the Startup from fulfilling its obligations under the Grant Agreement;
- 11) It does not engage in activities excluded from the possibility of receiving support under the regulation of the Minister of Funds and Regional Policy of November 7, 2022, on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy program, such as:
 - 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;
 - Games of chance, betting, slot machine games, and low-stake slot machine games;
 - The production or marketing of narcotics, psychotropic substances or their precursors, substitute substances, and new psychoactive substances.
- 12) Its activities do not fall under economic activities excluded from receiving de minimis aid pursuant to: Commission Regulation (EU) 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, such as:
 - Enterprises engaged in the primary production of fishery and aquaculture products;
 - Enterprises operating 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 marketed;
 - Enterprises involved in the primary production of agricultural products;
 - Enterprises operating in the processing and marketing of agricultural products where:
 - (i) The amount of aid is determined based on the price or quantity of such products purchased from raw material producers or marketed by the aided enterprises;
 - (ii) The granting of aid is conditional on it being partly or entirely transferred to the producers of raw materials;
 - Enterprises engaging in export-related activities to third countries or member states, i.e., no aid is granted to entities engaged directly in the quantity of exported products, establishing and running distribution networks, or other current expenditures related to export activities;
 - Entrepreneurs receiving aid conditioned on giving preference to domestic goods and services over imported goods and services.
- 13) There are no conditions preventing it from receiving financial assistance as specified in applicable legal provisions, including, most importantly, the legal acts referenced in the Regulations;
- 14) It meets the conditions set forth in:
 - Article 22 of Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union;
 - Applicable legal provisions governing the granting of aid to entrepreneurs, including, in particular, the provisions contained in: 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; The Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021–2027 program.

- 15) It is not listed on the stock exchange and has been in operation for no longer than 5 years from the date of registration or entry into the relevant registry or records;
- 16) It has not yet distributed profits;
- 17) It has not acquired the activities of another entrepreneur unless the turnover from the acquired activities constitutes less than 10% of the turnover of the Startup applying for aid in the year preceding the acquisition of such activities by the Startup;
- 18) It was not established as a result of a merger unless at least one of the following conditions is met:
 - 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;
 - The merger occurred between micro or small enterprises meeting the conditions referred to in points X.15–17 above;
- 19) It has full rights (including intellectual property rights) to the subject of its activities that it intends to develop as part of the Acceleration Program and is authorized to manage it in its own name;
- 20) It is not an affiliated entity, as defined in Article 6c, Section 2 of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, with: (i) The Accelerator or individuals authorized to incur obligations on behalf of the Accelerator or individuals performing activities related to the implementation of the Acceleration Program on behalf of the Accelerator; (ii). A Partner cooperating with the Accelerator, particularly through:
 - Participating in a partnership as a partner in a civil or personal partnership;
 - Holding shares or at least 10% of the stock;
 - Serving as a member of the supervisory or management board, proxy, or authorized representative.
 - It is not in any legal or factual relationship that could raise justified doubts regarding impartiality in the selection of the entrepreneur, particularly through marital relationships, direct or second-degree collateral kinship or affinity, or through adoption, guardianship, or custody.
- 21) It is not excluded from receiving financial assistance under generally applicable legal provisions, particularly under Article 6b(3) of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development, including but not limited to:
 - In the case of an entrepreneur who is a natural person, they have not been convicted by a final judgment for offenses such as providing false testimony, bribery, offenses against property, the credibility of documents, financial and securities trading, economic turnover, the banking system, fiscal offenses, or other offenses related to conducting business activity or committed for financial gain;

- In the case of an entrepreneur who is not a natural person, no member of its management bodies or partner in a partnership has been convicted by a final judgment for the offenses mentioned above;
- 22) It does not have any outstanding public liabilities;
- 23) It is not under a receivership, nor is it undergoing liquidation or bankruptcy proceedings;
- 24) A court has not ruled against it, prohibiting access to grants, subsidies, or other forms of financial support from public funds;
- 25) It is not subject to any obligation to return aid as a result of a decision by the European Commission declaring the aid incompatible with the law or the internal market, or under Article 207(4) of the Act of August 27, 2009, on public finances;
- 26) It is not subject to the conditions outlined in:
- Article 2 of Council Regulation (EC) No. 765/2006, which would result in a prohibition on providing funds or economic resources;
 - Articles 2 and 9 of Council Regulations (EU) No. 269/2014 and No. 208/2014, or Article 2 of Council Decision 2014/145/CFSP, which would result in a prohibition on providing financial resources or economic assets;
 - The Act of April 13, 2022, on special solutions for countering support for aggression against Ukraine and protecting national security, including Articles 2 and 3 of the Act;
 - Article 5l of Council Regulation (EU) No. 833/2014, which would result in a prohibition on providing direct or indirect support, including financing or financial assistance, or granting any other benefits under a national program;
 - § 6(13) of the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021–2027 program.
- 27) The Startup and any of its partner or affiliated entities, as defined under applicable laws, have not been excluded from participation in the call for proposals under the Act on Special Solutions to Counter Support for Aggression Against Ukraine and to Protect National Security, dated April 13, 2022.
- 28) The Grant will not be used for:
- Activities prohibited under EU legal acts adopted or amended in connection with Russia's aggression against Ukraine, specifically Council Regulations: (EU) 2022/263, (EU) No. 833/2014, (EU) No. 692/2014, or (EC) No. 765/2006, Council Decisions: (CFSP) 2022/266, 2014/512/CFSP, 2014/145/CFSP, or 2012/642/CFSP;
 - Settling claims referred to in Article 11 of Council Regulations (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.
- 29) The Grant will not be awarded for activities related to:
- The manufacture, processing, or marketing of tobacco and tobacco products;
 - The production or marketing of alcoholic beverages;
 - The production or marketing of pornographic content;
 - Trade in explosives, weapons, and ammunition;

- Gambling, betting, slot machine games, and low-payout slot machine games;
 - The production or marketing of narcotics, psychotropic substances or their precursors, substitute drugs, and new psychoactive substances.
- 30) The Startup does not belong to a group of entities excluded from participation in the Acceleration Program, which includes:
- Enterprises engaged in the primary production of fisheries and aquaculture products;
 - Enterprises engaged in the processing and marketing of fisheries and aquaculture products when the amount of aid is determined based on the price or quantity of products purchased or marketed;
 - 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 raw material producers or marketed by enterprises receiving the aid; (ii) The granting of aid is conditioned on transferring it, in part or in whole, to raw material producers;
- 31) Enterprises engaged in activities related to export to third countries or member states, meaning that entities engaged in activities directly related to the quantity of exported products, the establishment and operation of a distribution network, or other current expenses related to export activities do not receive aid.

32) The Startup declares that it will not use the Accelerator's services for activities excluded from the possibility of receiving de minimis aid as specified in the Regulation of the Minister of Funds and Regional Policy of November 7, 2022, on the provision of financial assistance by the Polish Agency for Enterprise Development under the European Funds for a Modern Economy 2021-2027 program (Journal of Laws of 2022, item 2510, as amended).

XII. PROMOTIONAL AND INFORMATIONAL ACTIVITIES

1. The Startup undertakes to carry out informational and promotional activities related to its participation in the Acceleration Program in accordance with the Rules, the Grant Agreement, and the guidelines specified in the "Manual for Applicants and Beneficiaries of European Funds for 2021-2027."
2. The Accelerator has the right to use the name of the Startup and its logo (including trademarks) free of charge, as well as other publicly available information about the Startup, for the purpose of informing about the Startup's participation in the Acceleration Program and for promoting and reporting on the Acceleration Program and Acceleration. This includes materials such as informational, promotional, and marketing content, presentations, and reports, as well as in social media, on websites, and in information and materials shared with external entities, including press, radio, and television.
3. The Startup agrees to obtain consent from individuals representing the Startup in meetings and events related to the Acceleration Program, allowing the Accelerator to use their image, names, and

surnames free of charge for the purposes of informing about the Acceleration Program, its promotion, and reporting on its progress. This includes informational, promotional, and marketing materials, presentations, and reports, as well as in social media, on websites, and in information and materials shared with external entities, including press, radio, and television.

XIII. CONTROL, AUDIT, AND MONITORING ACTIVITIES

1. The Startup agrees to undergo control, audit, and monitoring activities as necessary to verify matters related to its participation in the Acceleration Program, including the implementation of the Grant Agreement, the Startup's participation in Acceleration, and the expenditure of the Grant (in particular, the correctness of the granted and provided financial aid).
2. Control, audit, and monitoring activities may also be conducted by the Polish Agency for Enterprise Development (PARP) or other authorized bodies, institutions, or entities.
3. The Startup commits to being subject to monitoring activities, including providing information on the commercialization progress of the technology accelerated within the Project, for a period of three years from the end of the agreement between the Accelerator and the Intermediate Body - the Polish Agency for Enterprise Development.
4. The Startup undertakes to cooperate with the Accelerator, the Intermediate Body - the Polish Agency for Enterprise Development, as well as other authorized entities regarding the evaluation of the project for a period of three years from the end of the agreement between the Accelerator and the Intermediate Body - the Polish Agency for Enterprise Development.

5. Control, audit, and monitoring activities may be conducted using remote communication methods (e.g., email, videoconferencing), traditional methods (e.g., traditional postal services), as well as on-site at the Startup's headquarters and offices where the Startup actively conducts business operations.
6. The Accelerator reserves the right to carry out control and audit activities according to the following rules:
 - 1) Notice of Scheduled Activities: The Startup will be notified of planned activities at least 7 days in advance. Immediate activities may be conducted without prior notification, particularly if the Accelerator has obtained information suggesting irregularities in the implementation of the Grant Agreement or other significant breaches.
 - 2) Obligations of the Startup:
 - Provision of Documents and Information: The Startup must provide all documents and information necessary for conducting control, audit, or monitoring activities. This includes the entire documentation related to its participation in the Acceleration Program, original documents, extracts, summaries, and printouts. The Startup must also ensure that the documentation, organized and properly labeled, is made available at its headquarters (in one room), verifying expenses settled in payment requests.

- Explanations: The Startup must provide oral and written explanations regarding its participation in the Acceleration Program.
- Access: The Startup must allow access to its premises and offices where business activities are conducted.
- Presence of Competent Individuals: The Startup must ensure the presence of knowledgeable individuals who can provide explanations regarding the expenditure of financial resources and other matters related to its participation in the Acceleration Program.
- Recording the Process: The Startup must allow the recording of control, audit, or monitoring activities, for instance, by taking photographs, videos, or audio recordings, as long as they are consistent with the scope of the control or monitoring.

7. The Startup commits to cooperating fully with all control, audit, and monitoring activities. This obligation remains in force even after the termination of the Grant Agreement.

8. After completing control or audit activities, if irregularities are identified, the Accelerator will provide the Startup with appropriate information and recommendations for corrective actions.

9. If the Accelerator receives information suggesting that the Startup may not be properly implementing the Grant Agreement, it may, at its discretion: Conduct control, audit, or monitoring activities on its own initiative. Commission such activities to any entity of its choice. Inform the relevant institutions, authorities, or entities, particularly the Polish Agency for Enterprise Development (PARP).

10. Control, audit, or monitoring activities may also be conducted by PARP or other authorized bodies, institutions, or entities.

XIV. LIABILITY

1. The Startup is not entitled to compensation in the event of a delay in issuing the payment order or disbursing the Grant amount resulting from:
 - 1) the lack of funds transferred to the Accelerator by PARP;
 - 2) delays in the disbursement of funds caused by factors beyond the control of the Accelerator;
 - 3) suspension or refusal by authorized institutions to provide public funding.
2. The Startup bears full responsibility for:
 - 1) providing the Accelerator or Partners with incorrect or false information or data (including economic data) in connection with its participation in the Acceleration Program;
 - 2) submitting incorrect or false documents or statements to the Accelerator or Partners in connection with its participation in the Acceleration Program (including the *de minimis* Form along with any attachments, such as financial statements or the SME Declaration).
3. The liability referred to in Section XIV.2 may constitute both civil and criminal liability.

XV. TERMINATION, WITHDRAWAL, OR CANCELLATION OF THE GRANT AGREEMENT

1. Neither Party shall be held liable for the non-performance or improper performance of the Grant Agreement to the extent that such non-performance or improper performance results from force majeure.
2. Force majeure refers to a future and uncertain event that cannot be prevented, whose consequences cannot be foreseen, or which results from circumstances for which neither Party is responsible. This includes extraordinary events such as floods, hurricanes, earthquakes, natural disasters, epidemics, pandemics, wars, armed conflicts, states of emergency, states of natural disaster, acts of terrorism, riots, or large-scale fires.
3. Each Party shall promptly notify the other Party of the occurrence of force majeure, but no later than within 72 hours from the moment it was possible to report its occurrence.
4. The Party affected by force majeure shall take all available measures to minimize its impact on its operations and the performance of the Grant Agreement.
5. The Parties may terminate the Agreement through mutual consent. A declaration of intent to terminate by the Accelerator (SHP) and the Startup is sufficient for termination, and the Accelerator shall promptly notify the Business Partner of such termination.
6. The Accelerator may terminate the Grant Agreement with two weeks' notice in the following cases:
 - 1) Upon termination, dissolution, or expiration of the agreement with PARP for other reasons;
 - 2) If changes occur in the agreement with PARP that make it impossible or significantly hinder the achievement of the Acceleration goals or render further participation of the Startup in the Acceleration process impossible;
 - 3) If the continued implementation of the Acceleration Program by the Startup becomes impossible or pointless.
7. The Accelerator may terminate the Grant Agreement without notice in the following cases:
 - 1) The Accelerator determines that the Startup is obligated to return the grant under Section VIII.1.
 - 2) The Startup violates the provisions of the Grant Agreement and fails to cease such violations or remedy their effects, despite being given a 7-day notice by the Accelerator, which includes a warning that failure to comply will entitle the Accelerator to terminate the Agreement. The notice must be in writing and specify the violations of the Grant Agreement committed by the Startup.
 - 3) The Startup violates provisions of the Grant Agreement in a manner that makes it impossible to remedy the consequences of such violations, as outlined in Section XV.8.2.
 - 4) The Startup fails to cooperate in the performance of the Grant Agreement, despite such cooperation being necessary for the Agreement's execution. The Accelerator must give the Startup a 7-day notice specifying the cooperation expected and warning that failure to comply will result in termination.
 - 5) Concerns arise about potential harm to public assets due to actions attributable to the Startup, especially if: A criminal or fiscal crime investigation is ongoing against the Startup (if it is a natural person) or a member of the governing bodies of the Startup (if it is not a natural person). This pertains to crimes such as perjury, bribery, offenses against property,

document reliability, money and securities circulation, economic activities, banking systems, or other crimes related to conducting business or obtaining financial benefits in connection with public funding provided to the Startup, its affiliates, or members of its governing bodies.

- 6) There is suspicion of financial abuse, corruption, or other crimes that harm the EU budget.
- 7) The Startup implements the Grant Agreement in violation of applicable laws.
- 8) The Startup ceases operations or suspends its activities.
- 9) Errors or omissions are found in the information, data, documents, or statements provided by the Startup, and these are not corrected within a specified 14-day deadline.
- 10) The Startup ceases to meet the conditions required for participation in the Acceleration process.
- 11) The Startup uses the Grant for purposes other than those intended or misappropriates the Grant funds.
- 12) Liquidation proceedings are initiated against the Startup.
- 13) If the Startup received *de minimis* aid unjustly or in an excessive amount, the Accelerator has the right to terminate the agreement.
- 14) The Startup refuses to submit to control or monitoring actions, hinders their execution, or fails to implement post-audit recommendations within the specified deadline.
- 15) If the Startup provided inaccurate or false documents or declarations.
- 16) Concealing documents or information that could affect the Startup's qualification for the Acceleration Program.

8. The termination or dissolution of the Grant Agreement, as specified in this paragraph, results in the Startup not being eligible to receive the grant for unachieved milestones. In the case where the Startup has received grant tranches as an advance for milestones that have not yet been achieved, it is obligated to return these grant tranches along with statutory interest calculated as for tax arrears, immediately, but no later than fourteen days from the termination of the Agreement. In such a case, the Startup may only receive *de minimis* aid for milestones that have been correctly and timely achieved up to the date the termination of the Agreement takes effect. For the remaining amount, the Startup must return the funds to SHP along with statutory interest calculated as for tax arrears. Both parties have the right to terminate the agreement throughout its duration.

9. In the event that the Startup fails to achieve milestones in accordance with the HIPA, the grant agreement will expire, which means the termination of the legal relationship and the mutual release of both parties from their existing obligations.

XVI. PROJECT DURABILITY

1. The Beneficiary undertakes to maintain the sustainability of the project, as referred to in Article 65 of the General Regulation, if the relevant provisions of Article 65 of the General Regulation indicate that the investment for which the grant has been awarded should be subject to this requirement.
2. A breach of the project's sustainability period (if applicable) occurs when at least one of the conditions specified in Article 65(1) of the General Regulation is met during the sustainability period, i.e.: a) production activities have been discontinued or relocated outside the NUTS 2 region where the operation received support; b) there has been a change in the ownership of the

infrastructure element, granting an undue advantage to the enterprise or public entity; c) there has been a significant change affecting the nature of the operation, its objectives, or its implementation conditions, which may lead to a violation of the original objectives of the operation.

XVII. CONFIDENTIALITY

1. Confidential Information refers to all technical, technological, organizational, or other information of economic value that, as a whole or in specific composition and collection of its elements, is not commonly known to persons typically handling such types of information or is not readily accessible to them, provided the Party to whom the information pertains has undertaken reasonable efforts to maintain its confidentiality ("Confidential Information").
2. The following do not constitute Confidential Information:
 - 1) The fact of the Startup's participation in the Acceleration Program;
 - 2) The content of the Grant Agreement.
3. The Parties commit to taking necessary actions and measures to protect Confidential Information from unauthorized access and unlawful use by third parties, particularly by storing Confidential Information in a manner ensuring adequate security.
4. During the term of the Grant Agreement and at any time after its termination or expiration for any reason, each Party shall:
 - 1) Keep Confidential Information secret;
 - 2) Not disclose Confidential Information to any other person without the prior written consent of the Party to whom the Confidential Information pertains, subject to the provisions of the Grant Agreement;
 - 3) Not use Confidential Information for purposes other than fulfilling its obligations under the Grant Agreement or the Regulations.
5. During the term of the Grant Agreement, a Party may disclose Confidential Information to its employees, collaborators, or advisors to the extent necessary for the execution of the Grant Agreement.
6. The obligations in this clause do not apply to Confidential Information:
 - 1) That, on the date of the Grant Agreement or at any time thereafter, became entirely public for reasons other than a breach of the Grant Agreement by the Party or any Recipient;
 - 2) That the Party can demonstrate was known to them before it was disclosed by the other Party;
 - 3) That was received by the Party from a third party, unless the Party was aware that such a third party was acting unlawfully; or
 - 4) That must be disclosed pursuant to applicable law.
7. The Startup acknowledges that fulfilling the Accelerator's obligations related to the Acceleration Program may require disclosing information about the Startup, including potentially Confidential Information (e.g., regarding the entrepreneur's status), to PARP.

8. The Startup also acknowledges that the implementation of the Acceleration Program and ensuring its participation in the Acceleration may require the sharing of information about the Startup, including potentially Confidential Information, with Partners.

9 The Accelerator is entitled to publicly disclose the selection of the Startup for participation in the Acceleration program, including the Startup's name, contact details, a description of its operations, and its goals related to participation in the Acceleration program.

10. The disclosure of information concerning the Startup by the Accelerator, in accordance with the Regulations, the Grant Agreement, the Agreement with PARP, or applicable law, shall not constitute a breach of confidentiality obligations.

11. The Startup and the Partner acknowledge that the proper development of the Project to address the challenges or needs of the Partner may require the exchange of confidential information or trade secrets between the Parties. The Startup and the Partner may regulate the exchange of such information and data through separate agreements or arrangements.

XVIII. DATA PROTECTION PRINCIPLES

1. Each Party is obligated to comply with data protection regulations, including implementing appropriate technical and organizational measures to ensure that processing is conducted in accordance with GDPR.
2. To the extent that a Party processes personal data of the other Party/Parties and independently determines the purposes and means of processing, it shall be considered a data controller (as defined by GDPR).
3. No delegation of personal data processing arises or will arise from the conclusion of the Grant Agreement between the Parties. If circumstances arise necessitating such delegation, the Parties agree to conclude a data processing agreement prior to initiating such delegation, incorporating the requirements outlined in GDPR.
4. The Accelerator will process personal data of the other Party/Parties, including data of representatives, employees, and collaborators, in accordance with the informational clause specified in the Regulations. The other Party/Parties commit(s) to informing their representatives, employees, and collaborators about the content of this informational clause.
5. The Startup will process personal data of the other Party/Parties, including data of representatives, employees, and collaborators, in accordance with the informational clause provided to them. The other Party/Parties commit(s) to informing their representatives, employees, and collaborators about the content of this provided informational clause.
6. The Partner will process personal data of the other Party/Parties, including data of representatives, employees, and collaborators, in accordance with the informational clause provided to them. The other Party/Parties commit(s) to informing their representatives, employees, and collaborators about the content of this provided informational clause.

XIX. FINAL PROVISIONS

1. The appendices to the Grant Agreement are:

1. BIPA – Appendix 1;
2. HIPA – Appendix 2.
3. De Minimis Form – Appendix No. 3;
4. Statement on SME Status – Appendix No. 4;
5. Regulations – Appendix No. 5;
6. Document: "Principles for Settling Grants Provided to Beneficiaries in Smart UP – Startup Booster Poland Projects Funded by the European Funds for Modern Economy 2021–2027" – Appendix No. 6;
7. Promissory Note in Blanco with a Promissory Note Declaration – Appendix No. 7;
8. Statement on the Existence of Circumstances and Grounds Prohibiting the Provision of Funds, Financial Resources, or Economic Resources, and the Grant of Support Related to Russia's Aggression Against Ukraine Concerning the Startup and Its Partnered or Associated Entities – Appendix No. 8.

2. The attachments are an integral part of the Grant Agreement.

3. The Grant Agreement is concluded in writing.

4. In each case where the Grant Agreement refers to the written form, this also means the electronic form as defined in Article 781 of the Civil Code (qualified electronic signature).

5. The Grant Agreement enters into force on the date it is signed by both Parties.

6. In matters not regulated by the Grant Agreement, the Regulations shall apply.

7. In matters not governed by the Grant Agreement and the Regulations, the applicable provisions of Polish law, including the provisions of the Civil Code, shall apply.

8. The Grant Agreement has been drawn up in accordance with Polish law and is subject to Polish law.

9. The Grant Agreement is prepared in Polish in two or three identical copies (depending on the chosen acceleration path), one for each Party.

10. If any provision of the Grant Agreement is found to be invalid or ineffective, this will not affect the validity or effectiveness of the remaining provisions. In such a case, the Parties will take action to replace the provision deemed invalid or ineffective with another provision that is in accordance with the law, reflecting a similar or equivalent purpose to the provision deemed invalid or ineffective.

11. Any changes to the Grant Agreement require written form under the penalty of nullity.

12. The Parties declare that they will seek to amicably resolve any doubts or disputes arising in connection with the performance of the Grant Agreement.

13. Any disputes arising in connection with the Grant Agreement will first be resolved through negotiations conducted in good faith by the Parties, and if an agreement is not reached – by a common court competent

for the Accelerator's registered office, or, if the Accelerator is not a party to the proceedings, by a court competent according to general provisions.

15. The content of the Grant Agreement is not subject to negotiation.

ACCELERATOR

STARTUP

Technology Recipient/Investor (in the case
of B2B or VC path)

First Name Last Name
Position

First Name Last Name
Position

First Name Last Name
Position