

## TERMS AND CONDITIONS OF THE STARTUP HUB ACCELERATION PROGRAM: POLAND BOOSTER (updated 28.05.2025)

1. The Acceleration Program is co-financed by the European Union under the European Funds for Modern Economy 2021-2027 Program, Priority II. Environment conducive to innovation, Measure 2.28 Startup Booster Poland, in accordance with the signed grant agreement No. FENG.02.28-IP.02-0024/23-00.
2. The Accelerator is a beneficiary of the grant program, responsible for the distribution of Grants among Startups that meet the formal and substantive requirements, which are grant recipients and final beneficiaries of de minimis aid.
3. Contact details of the Accelerator: STARTUP HUB FOUNDATION POLAND, 2 Senatorska Street, 00,075 Warsaw e-mail: poland.booster@Startuphub.pl
4. The Acceleration Program is implemented by the Accelerator in the period from January 15, 2024 to August 31, 2026.

### I. DEFINITIONS AND ABBREVIATIONS

1. Whenever the following terms are used in the Terms and Conditions, they shall have the following meanings:

<b>Acceleration</b>	the phase of the Acceleration Programme referred to in point VIII;
<b>BIPA / Individual Acceleration Plan Budget</b>	detailed budget of the Individual Acceleration Plan;
<b>Personal data</b>	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, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
<b>De minimis form</b>	the form of information to be submitted when applying for de minimis aid within the meaning of the currently applicable provisions of EU or national law of Commission Regulation (EU) 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; the template of the De Minimis Form is attached to the Regulations;
<b>HIPA / Individual Acceleration Plan Schedule</b>	schedule of the Individual Acceleration Plan;
<b>Grant</b>	funds referred to in Article 41(5) of the Implementation Act, which will be transferred to the Startup under the Grant Agreement;

<b>Soft - landing</b>	bridging activities as part of the "Poland Prize" acceleration path to provide startups with the necessary conditions to start proper business activity;
<b>Startup</b>	an entity referred to in Article 41(3) of the Implementation Act; micro - an entrepreneur or a small entrepreneur who meets the conditions set out in Article 22 of the EC Regulation No. 651/2014, which is a participant in the acceleration program.
<b>Individual Acceleration Plan</b>	the Accelerator's and/or Technology Recipient's or Investor's work plan (depending on the Acceleration Path of a given Startup) with a given Startup, lasting no longer than 6 months from the date of conclusion of the Grant Agreement, described in the Detailed Budget of the Individual Acceleration Plan (BIPA) and the Schedule of the Individual Acceleration Plan (HIPA).
<b>Investor</b>	a person or entity interested in an equity investment in a Startup as part of the VC Path (e.g. business angel, VC investment fund);
<b>Milestone</b>	a planned, measurable, observable, and documentable event necessary for the progress of the Individual Acceleration Plan, the occurrence of which enables actions to be taken to achieve the next HIPA event (the next Milestone, except for the final Milestone); in the case of the final Milestone, its achievement means the completion of the Individual Acceleration Plan;
<b>micro or small entrepreneur</b>	micro or small enterprise meeting the conditions set out in Annex I to the European Commission Regulation (EU) No. 651/2014;
<b>Recipient of the technology</b>	a business partner (B2B) or public partner (e.g. local government units, public sector units) establishing cooperation with the Startup as part of the B2B Path, involved in the implementation of this path, interested in implementing the Project, having resources and potential to increase the chances of rapid development of the Startup's operations, in particular small, medium or large enterprises;
<b>SME statement</b>	a statement on meeting the criteria for the status of a micro, small or medium-sized enterprise set out in Annex I to the European Commission Regulation (EU) No. 651/2014;
<b>De minimis aid</b>	aid granted on the terms set out in the currently applicable provisions of EU or national law, including: Commission Regulation (EU) 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

<b>Potential Participant</b>	A startup or a startup team (applies to the Poland Prize path) that meets the conditions for participation in the Acceleration Program and that has filled in the Application Form and submitted the Application;
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
<b>Website</b>	a website containing information about the Acceleration Programme, available at <a href="http://polandbooster.pl">polandbooster.pl</a> ;
<b>Industry specializations</b>	Areas or market sectors on which the Accelerator focuses its activities and competences; leading areas of his business interest in line with the areas of industry interest of the Technology Recipients selected for the implementation of the project, defining the nature of the sought and accelerated startup solutions (applies to the Industry Acceleration path of startups with a business or public partner (B2B/B2A)). The leading 3 industry specializations of the Accelerator are: Artificial Intelligence; Process automation and robotization technologies and Cybersecurity.
<b>Grant Agreement</b>	an agreement concluded between the Accelerator and a Potential Participant qualified for the Acceleration Programme; the template of the Grant Agreement is attached to the Regulations;
<b>Agreement with PARP</b>	co-financing agreement No. FENG.02.28-IP.02-0024/23-00, concerning the Acceleration Program concluded by the Accelerator and PARP;
<b>Implementation Act</b>	Act of 28 April 2022 on the rules for the implementation of tasks financed from European funds in the financial perspective 2021–2027;
<b>Project</b>	A project should be understood as an undertaking carried out by a startup as part 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 are appendices to the grant agreement.

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

1. The aim of the Program is to support no less than 50 startup teams that will undergo acceleration under the 5 paths available in "Startup Hub: Poland Booster". The accelerator assumes the organization of min. 5 rounds of acceleration.

2. The Acceleration Program assumes the acceleration of startups in the following paths available in the Program.
  - 1) **the so-called "B2B Path" (marketing name Corporate Plugin)**, which will consist of industry cooperation between the startup and business or public partners, assuming verification of the possibility of implementing the startup's solution at the Technology Recipient.
  - 2) **the so-called "Poland Prize Path" (marketing name of Poland Prize)**, which will consist in attracting a startup or a foreign team to Polish, incorporation of a commercial law company in Poland, building operational potential (the so-called "capacity building") and preparing the company for commercial cooperation with business or industry present in Poland.
  - 3) **the so-called "VC Path" (marketing name VC Forge)**, which will consist in pre-investment preparation of the startup for the capital entry (or a loan agreement with the right of conversion of an investment nature) of a VC fund or a group of private persons – business angels (operating independently, as a network, club or through an SPV – special purpose vehicle)
  - 4) **the so-called "Go-Global Path" (marketing name Go Global)**, which will consist in preparing the startup to enter a selected foreign market with a product or service, possible participation in trade fairs and business rapprochement with a foreign customer or partner, optimally leading to implementation or first sale, optionally, to capital entry into a Polish entity – a company participating in the "Startup Hub": Poland Booster".
- 5) **the so-called sector agnostic path (marketing name Agnostic)**, consisting in the acceleration of startups without the participation of a business partner, assuming the development of a startup with market potential, the product of which is currently not the subject of possible cooperation with the Technology Recipient or Investor within the meaning of these regulations.
3. The Acceleration Program provides support for startups by means of the payment of Grants (in the equity free formula) after meeting the conditions set out in these regulations, the Operator and the framework rules of Action 2.28 Startup Booster Poland.
4. The accelerator assumes the following stages of acceleration:
  - 1) online pre-acceleration (cost-free activities);
  - 2) the first phase of acceleration "small" grants in the amount of PLN 50,000 on average;
  - 3) the second phase of acceleration "medium" grants in the amount of PLN 100,000 on average;
  - 4) the third phase of acceleration "large" grants in the amount of PLN 250,000 on average.

The Accelerator reserves the right to change the approximate amounts of grants in individual stages of acceleration, depending on the acceleration path and the total amount of the grant granted to the Startup.

5. A round of the Acceleration Programme ("**Round**") should be understood as the entirety of activities corresponding to the following elements, which constitute the structure of the Acceleration Programme:
  - 1) recruitment of Potential Participants for the Acceleration Program, preceded by scouting, i.e. searching for the most valuable companies willing to develop their Project in the Acceleration Program;
  - 2) preliminary analysis of the submitted projects in terms of their possible (formal participation) in the programme and substantive criteria submitted by Experts, Programme Partners: Technology Recipients and Investors, depending on the path – formal assessment and preliminary substantive assessment.
  - 3) the so-called short-list – about 30 projects per round demonstrating the greatest potential for development and achievement of the objectives of the Acceleration Programme;

- 4) Shortlist projects will be subject to additional analysis in cooperation with Programme Partners (OT/VC), which may take the form of m.in hackathons, additional interviews, interviews with partners, performance of thematic tasks online or participation in online or offline workshops.
- 5) The pre-acceleration phase referred to in point VI;
- 6) Jury – pitch deck assessment, recommending startups for acceleration,
- 7) Acceleration referred to in point VIII;
- 8) post-acceleration referred to in point IX;
6. The Accelerator assumes the payment of Grants for acceleration activities in the maximum amount of up to PLN 200,000.00 for the Startup in the case of Acceleration under the sector-agnostic path, up to PLN 400,000.00 for the Startup in the case of Acceleration under the other Acceleration Paths.
7. The amount of grants for each participant will be determined individually on the basis of, m.in estimate, the financial needs of the expected effects of acceleration, agreed in BIPA.

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

1. An entity referred to in Article 41(3) of the Implementation Act may be a participant of the Acceleration Programme.
2. Participation in the Startup Booster program, consisting in the implementation of the same project under a grant agreement with another Startup Booster accelerator, which is not the Startup Hub Poland Foundation, or under another program financed from EU funds, allows the Accelerator to exclude a startup from participation in the Acceleration Program at any stage of recruitment and acceleration.
3. The Acceleration Program is open to Startups with a legal form in the form of a capital company, or in the case of the Poland Prize path, planning to establish a capital company in the Republic of Poland.
4. The Acceleration Program is open to a Startup that meets the following conditions:
  - 1) conducts business activity in the territory of the Republic of Poland;
  - 2) is entered in the relevant register;
  - 3) belongs to the category of micro entrepreneurs or small entrepreneurs according to Appendix. And to Reg. 651/2014 ;
  - 4) meets the conditions for obtaining de minimis aid and has not exceeded the permitted limit of this aid;
  - 5) does not conduct activities excluded from the possibility of obtaining support under the Regulation of the Minister of Development 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 programme;
  - 6) its activity does not relate to economic activities excluded from the possibility of granting de minimis aid under Commission Regulation (EU) 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;
  - 7) there are no conditions preventing the transfer of public or financial aid to him/her, specified in the applicable provisions of law, including, above all, in the legal acts referred to in the Regulations;
5. meets the conditions set out in:
  - 1) Article 22 of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union;
  - 2) the applicable legal provisions governing the granting of aid to entrepreneurs, including in particular the provisions contained in the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development, the Act of 28 April 2022 on the rules for the implementation of tasks financed from European funds in the financial perspective 2021-2027 and in the Regulation of the Minister of Development Funds and Regional Policy of 7 November 2022 on the provision of aid by the Polish

Agency Entrepreneurship Development financial assistance under the European Funds for Modern Economy 2021-2027 program;

- 3) is not listed on the stock exchange and conducts business for a period not longer than 5 years from the date of entry in the relevant register or records;
- 4) he has not yet distributed the profits;
- 5) has not taken over the activity of another entrepreneur, unless the turnover from the acquired activity is less than 10% of the turnover of the Startup applying for state aid obtained *in* the year preceding the takeover of this activity by the Startup;
- 6) was not created as a result of a merger unless at least one of the following conditions is true:
- 7) the turnover of the acquired entrepreneur is 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 total turnover of the merging enterprises *in* the financial year preceding the merger,
- 8) The merger took place between micro or small enterprises meeting the conditions referred to *in* point 1. III.subsection 5, items from 5) to 7)
- 9) has full rights (including intellectual property rights) to the subject of activity that it wants to develop under the Acceleration Program and is entitled to dispose of it on its own behalf;
- 10) is not a related entity within the meaning of Article 6c(2) of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development with (i) the Accelerator or persons authorized to incur liabilities 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 the Technology Recipient or Investor cooperating with it, in particular by:
  - participation in the company as a partner in a civil law partnership or partnership;
  - holding shares or at least 10% of shares;
  - performing the function of a member of the supervisory or management body, proxy, proxy;
  - remaining in such a legal or factual relationship that may give rise to justified doubts as to the impartiality in the selection of the entrepreneur, in particular being married, in a relationship of kinship or affinity in the direct line, kinship or affinity in the collateral line to the second degree or in a relationship of adoption, guardianship or guardianship;
- 11) is not excluded from the possibility of receiving funding on the basis of generally applicable law, in particular on the basis of Article 6b(3) of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development, and in particular:
- 12) 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 offences referred to in point above;
- 13) has no arrears due to public law dues;
- 14) is not under receivership or is in the process of liquidation or bankruptcy proceedings;
- 15) the court did not prohibit him from using grants, subsidies or other forms of financial support with public funds;
- 16) it is not obliged to repay the aid under the decision of the European Commission declaring the aid illegal and incompatible with the internal market or under Article 207(4) of the Public Finance Act of 27 August 2009;
- 17) the conditions specified in the following do not apply to the Startup:
  - Article 2 of Council Regulation (EC) No 765/2006, which would result in a prohibition 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 prohibition on the provision of funds or economic resources;
  - the Act of 13 April 2022 on Special Solutions for Counteracting Support for Aggression against Ukraine and for the Protection of National Security, including Article 2 and Article 3 of the Act;



- Article 5l of Council Regulation (EU) No 833/2014, which would result in a prohibition on the provision of direct or indirect support, including financing and financial assistance or the granting of any other advantage under a national programme;
- 18) The Startup or any of its partner or related entities within the meaning of the applicable regulations has not been excluded from the call under the Act on Special Solutions for Counteracting Support for Aggression against Ukraine and for the Protection of National Security of April 13, 2022;
- 19) The grant cannot be used for:
  - prohibited activities under Union law acts adopted or amended in connection with Russia's aggression against Ukraine, i.e. 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;
  - the 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.
- 20) Pursuant to the Regulation of the Minister of Development 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 programme, financial assistance may not be granted for activities in the field of:
  - manufacture, processing or marketing of tobacco and tobacco products;
  - production or marketing of alcoholic beverages;
  - production or marketing of pornographic content;
  - trade in explosives, weapons and ammunition;
  - games of chance, pari-mutuel betting, slot machine games and low-prize slot machine games;
  - production or marketing of narcotic drugs, psychotropic substances or precursors, substitutes and new psychoactive substances.
- 21) Groups of entities that are excluded from participation in the Acceleration Program:
  - enterprises active in the primary production of fishery and aquaculture products;
  - undertakings active in the processing and marketing of fishery and aquaculture products, where the amount of aid determined on the basis of the price or quantity of products purchased or marketed;
  - enterprises engaged in the primary production of agricultural products;
  - undertakings active in the processing and marketing of agricultural products, if: (i) the amount of the aid is determined on the basis of the price or quantity of such products purchased from primary producers or placed on the market by the undertakings benefiting from the aid; (ii) the grant of the aid is conditional on the transfer of the aid in part or in whole to the primary producers;
  - companies engaged in activities related to exports to third countries or Member States, i.e. entities directly related to the volume of exported products, the establishment and operation of a distribution network or other current expenditure related to the export activity do not receive aid;
  - entrepreneurs receiving aid conditional on the priority of use of domestic goods and services over imported goods and services.

#### IV. RECRUITMENT OF STARTUPS

1. The number of applications for the acceleration program is unlimited.
2. The selection of startups for the Acceleration will be carried out in a transparent, reliable and impartial manner, and without any form of direct or indirect discrimination.
3. The Accelerator provides equal access to information about the conditions and method of recruiting Startups.

4. A Potential Participant may take part in the recruitment regardless of their industry specialization. As part of the B2B acceleration path, i.e. with the Technology Recipient, solutions that fit into the challenges of Technology Recipients, specializing in artificial intelligence, automation, robotization and cybersecurity, are particularly invited to the call.
5. The list of leading specializations declared by the Accelerator as particularly preferred is indicated only for informational purposes. The industry specialization of the Potential Candidate has a neutral impact on the evaluation of the application. The Accelerator may accept a startup from outside the preferred (leading) industry specializations specified in point IV.4 of the Regulations, provided that the Startup meets the formal requirements and obtains a positive assessment in the substantive selection phase.
6. Startups/startup teams apply to the Acceleration Program by filling in the required fields of the Online Application Form in Polish and English for startups that apply for the Poland Prize path available on the Website ("**Application Form**")
7. The Application Form can only be completed online. The Accelerator does not require a paper version of the Application Form.
8. The opening and closing dates of the call for applications for each subsequent Round will be published on the Website.

## V. STARTUP RATING

1. Startups apply for the acceleration program by submitting an initial application form available on the accelerator's website.
2. Startups applying for the Startup Booster program will be evaluated in three stages:

### Stage I of evaluation

- a) Preliminary formal and substantive assessment made on the basis of the Preliminary Assessment Sheet, constituting Appendix No. 1 to the Regulations. At this stage, the initial fulfilment by the startup (or potential participants in the case of the Poland Prize path) of the formal conditions for participation in the programme indicated in these regulations, based on the statements indicated in the form, and the initial substantive assessment of the level of business readiness will be assessed.
- b) The initial formal assessment will be made on a 0/1 basis. If the formal criteria are not met, the idea will not be qualified for the next stage.
- c) During the initial substantive assessment, the Startup must obtain a total of at least 60% of points to be accepted to the next stage of evaluation.
- d) As a result of the assessment, the Accelerator will create a ranking list I, with startups meeting the initial formal and substantive criteria, from which it will select about 30 startups per round (the so-called Short list) with the highest number of points for the next stage. The remaining startups will be placed on the reserve list.

### Stage II of the Assessment

- a) Startups from the so-called Short List submit a DETAILED APPLICATION FORM, on the basis of which an in-depth, detailed substantive assessment is made on the basis of the Detailed Assessment Sheet, constituting Appendix No. 2 to the Regulations.
- b) The accelerator on the Detailed Assessment Card indicates a recommendation for the startup regarding the acceleration path
- c) During the detailed substantive assessment, the Startup must obtain a total of at least 60% of points to be accepted to the next stage of evaluation.
- d) Startups will qualify for the next stage (pre-acceleration), about 12 per round, with the highest number of points from the ranking list II, the rest go to the reserve list II.

### Stage III of evaluation



- a) Startups prepare a pitch deck and present their solution to the **Jury**. The composition of the jury evaluating a given startup depends on the acceleration path for the startup recommended by the Accelerator, i.e.
    - 1) for the B2B path - SHP representative, evaluator, matched OT representative(s)
    - 2) for the Poland Prize track - SHP representative(s), evaluator expert(s)
    - 3) for the VC track - SHP representative(s), evaluator(s), VC representative(s)
    - 4) for the Go-Global track - SHP representative(s), evaluator(s), foreign partner(s) representative(s)
    - 5) for the sector agnostic track - SHP representative(s), evaluator expert(s)
- The jury evaluates the startup's preparation for the acceleration program on the basis of the pitch deck evaluation card, which is attached as Appendix 3.
- b) The third stage of evaluation will be based on an online presentation using instant messaging. A startup team that does not make a presentation will be automatically excluded from the evaluation procedure.
  - c) At this stage, startups are assigned to specific acceleration paths.
  - d) During the assessment, the pitch deck of the Startup must score a total of at least 60% points to be accepted into the Acceleration program.
- e) A representative of the Accelerator creates a ranking list III of startups that start the acceleration stage (about 10 startups), the rest are placed on the reserve list III.
3. Startups with the highest number of points from individual ranking lists will be qualified for each stage of the Assessment. The remaining recommended Projects will remain on the reserve lists in the event of the Startup's resignation from participation in further stages of evaluation or acceleration (respectively), they may be invited, others from the ranking list will be invited to the Acceleration.
  4. The accelerator will inform about the positive/negative assessment within a maximum of 7 days after the individual stages of the assessment, to the e-mail address indicated in the application form.
  5. In the event that several Potential Participants obtain the same number of points in the third stage of evaluation, the decisive criterion will be criterion 2, i.e. matching to the acceleration path preferred by the Startup, including min. adjusting the Startup's solution to the needs of the Technology Recipient/Investor and the interest of Business Partners in cooperation with the startup/readiness for market expansion into foreign markets/readiness to set up a company in Poland or appropriate market potential for business development thanks to the support of the Accelerator (agnostic sector).
  6. The number of Potential Participants qualified in a given round for the next stages of evaluation or acceleration will be decided by the Accelerator, based on the points awarded to startups, in accordance with the adopted evaluation criteria.
  7. The potential Participant is not entitled to appeal against a negative decision on qualifying for the Acceleration Program and awarding the Grant.

## VI. PRE-ACCELERATION

1. Pre-acceleration is a phase in which startups outside the Poland Prize path will have the opportunity to take part in a free preparatory phase after the call, but before the acceleration starts.
2. Pre-acceleration will allow all future participants to learn about the basic standards and methodologies of startup development, selected key regulations, establish networking contacts with each other and with experts, learn all the formalities and documents necessary to start the actual acceleration in "Startup Hub: Poland Booster", and above all, learn about the goals and terms of cooperation set by business partners.
3. The end of the pre-acceleration stage will be the preparation of pitch decks by the startup, which will then be evaluated by the Jury.

## VII. SOFT LANDING

1. The Soft Landing phase applies to participants of the Poland Prize Path, and lasts from 1 to 3 months.

2. A milestone at the soft landing stage in the case of the Poland Prize path will be the establishment of a company.
3. The conditions for the payment of the grant at the soft landing stage are specified in point VIII.27.

## VIII. ACCELERATION AND GRANT PAYMENT

1. The condition for participation in the Acceleration is the conclusion of a Grant Agreement.
2. The condition for signing a grant agreement with a startup, regardless of the acceleration path, will be, m.in, the following:
  - 1) verification by the Accelerator of the status of a micro or small enterprise, in accordance with Annex I to Regulation (EC) No. 651/2014
  - 2) examination of the Startup's connections by the Accelerator;
  - 3) verification by the Accelerator of the current 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) development of BIPA jointly in cooperation between the Startup, the Accelerator and a potential Technology Recipient, Investor or representative of foreign partners (depending on the Acceleration Path of a given Startup), taking into account the verification of market prices and estimation of expenses, then verification and approval of BIPA by the Accelerator;
  - 6) development of HIPA jointly in cooperation between the Startup, the Accelerator and a potential Technology Recipient, Investor or representative of foreign partners (depending on the Acceleration Path of a given Startup), then verification and approval of HIPA by the Accelerator.
3. HIPA and BIPA will be consulted, verified and finally approved by the Accelerator and representatives of the Technology Recipient, the Investor or representatives of foreign partners (depending on the Acceleration Path of a given Startup).
4. Prior to concluding the Grant Agreement, the Accelerator may request that the documents necessary for its conclusion be delivered or updated within the specified period.
5. Failure to provide the documents necessary to conclude the Grant Agreement within the set deadline will prevent the conclusion of this agreement. The Accelerator then has the right to exclude the Potential Participant from the Acceleration Program and send an invitation to the Acceleration Program for the next Potential Participant, in accordance with the reserve list.
6. The Startup will participate in the Acceleration process on the basis of the Grant Agreement, under which the Startup, after meeting the requirements set out in the Grant Agreement, will be paid the Grant.
7. The template of the Grant Agreement is attached to the Regulations.
8. The appendices to the Grant Agreement will be m.in:
  - 1) HIPA;
  - 2) BIPA;
  - 3) Rules;
  - 4) rules for settling Grants;
  - 5) SME status statement;
  - 6) De minimis form;
  - 7) securing the return of the Grant.
9. The Acceleration process lasts a maximum of 6 months from the date of conclusion of the Grant Agreement, subject to point 19.
10. HIPA provides for 3 Milestones with planned dates of their achievement and indicators defining them, i.e.:
  - 1) the first phase of acceleration "small" grants in the amount of PLN 50,000 on average, with the proviso that startups in the Poland Prize path will receive a grant at this stage, i.e. in the soft landing phase, in the maximum amount of 20% of the total grant.
  - 2) the second phase of acceleration "medium" grants in the amount of PLN 100,000 on average.
  - 3) the third phase of acceleration "large" grants in the amount of PLN 250,000 on average.

11. Milestones will be defined individually depending on the startup's acceleration path and its business readiness, in consultation with the Accelerator and in consultation with the Technology Recipient, Investor and Foreign Partner, depending on the acceleration path implemented by the startup.
12. HIPA defines the methodology and documents that form the basis for the verification of the metrics of a given Milestone.
13. The achievement of each of the Milestones specified in HIPA is verified and documented by the Accelerator in accordance with the form and on the terms set out in the Grant Agreement, i.e. m.in. by signing a Milestone acceptance protocol by the Startup, Accelerator, Technology Recipient or Investor (in the B2B and VC paths) and a report on the implementation of a given stage.
14. The Accelerator confirms the verification of the achievement of the Milestone on a standardized form prepared for this purpose, in which it specifies the scope and method of verification of the achievement of the Milestone (depending on the Acceleration Path of a given Startup).
15. If the Startup fails to document the implementation of any of the assumed Milestones on the terms and within the deadline resulting from HIPA, the Grant payment by the Accelerator is suspended and the Grant Agreement may be terminated.
16. Changes to HIPA with respect to one or more Milestones in terms of the planned date of their achievement, the name or target value of one or more indicators specific to a given Milestone are possible only before the deadline indicated for a given Milestone in HIPA, with the consent of the Accelerator and the Technology Recipient or Investor (depending on the Acceleration Path of a given Startup), in the form of an annex to the Grant Agreement.
17. In justified cases, HIPA may be temporarily suspended once, which means stopping the acceleration activities described in HIPA and suspending the Acceleration deadline for a given Startup.
18. The startup will keep the Accelerator informed if there are events that require a HIPA change.
19. BIPA presents a calculation of the Startup's expenses necessary to achieve individual Milestones specified in HIPA.
20. The calculation referred to in the point above may take into account only expenditures that meet the general eligibility conditions specified in the eligibility guidelines, i.e. necessary, reasonable and fairly estimated in relation to each individual Acceleration and the conditions indicated in the Regulations and the Grant Agreement.
21. Expenditures specified in BIPA will be assigned to the implementation of a given Milestone and assumed in a specific implementation time consistent with the time of implementation of the Milestone.
22. Estimation of each expense presented in BIPA is made and documented by the Startup on the basis of objective information, in particular statistical data or market prices. The purposefulness, rationality and effectiveness of the expenditures included in the BIPA are subject to verification by the Accelerator on the basis of a standardized checklist and approved by the Accelerator and the relevant Technology Recipient or Investor (depending on the Acceleration Path of a given Startup).
23. The Startup should provide the Accelerator with documentation confirming that the Startup has carried out the estimation referred to above.
24. The eligible costs of the Startup include in particular the costs of:
  - a) Soft - landing activities necessary for the startup to start business activity in Poland and preceding the Acceleration activities (applies to the Poland Prize acceleration path), i.e.:
    - purchase of the services of a concierge - startup supervisor;
    - purchase of other services necessary to achieve acceleration milestones;
    - remuneration of the startup's employees participating in the implementation of the Soft-landing activity, including persons involved under a civil law contract
    - purchase of fixed assets;
    - purchase of intangible assets
    - information and promotion activities

- b) acceleration activities necessary for the development of a startup's product or pilot implementation of a startup's solution at OT or raising capital from an Investor or preparation for market expansion (depending on the acceleration path), i.e. in particular the costs of:
- remuneration of the Startup's employees participating in the implementation of the Individual Acceleration Plan, including persons involved under civil law contracts;
  - purchase of services necessary for the implementation of the Milestones;
  - purchase of fixed assets;
  - purchase of intangible assets;
  - information and promotional activities.
25. The grant cannot finance VAT on goods and services purchased by the Startup, as well as it cannot finance other public law receivables that can be recovered by the Startup.
  26. The amount of the awarded Grant will be determined individually on the basis of the costs specified in the BIPA, the necessity and rationality of which, demonstrated by the Startup on the basis of market data, is subject to verification and approval by the Accelerator before concluding the Grant Agreement, with the proviso that the maximum value of the awarded Grant is specified in point II.6.
  27. The Grant will be paid by bank transfer, in tranches in the form of reimbursement of expenses incurred (or in cases specified in the Grant Agreement in the form of an advance), on the 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 cases accepted by the foundation.
  29. The grant is paid in tranches in the form of reimbursement of expenses incurred, after the Milestone is completed and the Startup presents documentation confirming the expenses incurred and the implementation of the Milestone, including a statement of expenses;
  30. A startup obtains the right to receive a given tranche of the Grant when it completes a given Milestone correctly and on time. The Startup confirms the implementation of the Milestone on the basis of documents which clearly show that the goal of a given Milestone has been achieved and the cost provided for in BIPA has been incurred, including: delivery and acceptance protocols, reports describing the settlement of a given stage.
  31. In order to receive a refund of the expenses incurred or to settle the advance payment and receive the remaining (or next) tranche of the Grant, the Startup is obliged to provide, within 5 days of the completion of the Milestone, a statement of accounting documents of the expenses incurred containing at least: the number of the accounting document, the date of its issue and the net/gross amount, description of the expense and assignment to the appropriate BIPA item, date of payment.
  32. The accelerator controls the Startup's expenses shown in the statement based on accounting documentation (invoices or documents of equivalent evidential value and transfer confirmations) confirming the expenses included in the statement of expenses. On the terms set out in the Regulations and the Grant Agreement, the Startup is obliged to provide the Accelerator with access to documentation regarding the expenses incurred, including documentation regarding the purchases made in the project.
  33. If the Startup fails to provide documents settling individual expenses – they will be considered ineligible.
  34. The Accelerator allows for the possibility of a 10 (ten) percent discrepancy between the prices presented in the settlement of the Milestones and the values presented in the estimation of individual items in the BIPA, provided that the Startup does not exceed the total amount of the Grant provided for each Milestone. If the total amount of the Grant is exceeded, the difference resulting from the excess will be an ineligible cost for the Startup, and if the settlement presented by the Startup shows that it has not used the amount of the Grant provided for in the budget, the difference will not be paid.
  35. If the amount of the Grant resulting from the presented statement of expenses is lower than the amount of the Grant advance transferred, the Accelerator reduces the next tranche of the Grant for the

Startup by the difference or the Startup returns the unspent part of the received advance payment within the time limit indicated by the Accelerator – at the Accelerator's discretion.

36. In the event of a possible advance payment of the Grant, the amount allocated for the implementation of a given Milestone that has not been implemented or has not been properly accounted for will be refunded. Also, if the scope or amounts of invoices and activities do not match those planned in HIPA and BIPA, the amounts will not be subject to approval by the Accelerator.

## **IX. POST-ACCELERATION ACTIVITIES**

1. The Post Acceleration phase is used to maximize the acceleration results and milestones achieved by the startup. The phase assumes a form of continuation of the current work with the accelerator, additional networking and a changed form of substantive support for the startup, support for the startup's efforts to obtain another investment round, grant funds, or participation in a prestigious industry acceleration to attract new customers.

## **X. CONTROL OF GRANT SPENDING BY THE STARTUP AND OTHER CONTROL AND MONITORING ACTIVITIES**

1. The Accelerator will have the right to control the Startup's expenses, shown in the statement of expenses provided to the Accelerator, based on accounting documentation confirming the expenses incurred.
2. Detailed rules for controlling the Startup's expenses are specified in the Grant Agreement.
3. On the basis of the Regulations and the Grant Agreement, the Accelerator will also have the right to conduct control and monitoring activities towards the Startup.
4. Detailed rules for control and monitoring activities are specified in the Grant Agreement.

## **XI. IMPLEMENTATION OF SOLUTIONS DEVELOPED DURING THE ACCELERATION PROGRAM**

1. In connection with the Startup's participation in the Acceleration Program, no rights to the Projects under development will be transferred to the Accelerator.
2. The Startup undertakes to immediately inform the Accelerator of any intentions and activities leading to the commercialization of the Startup or the Project, in particular such as the acquisition of shares or stocks of the Startup by the Technology Recipient or the Investor (depending on the Acceleration Path of a given Startup), the conclusion of commercial cooperation (consisting in e.g. the implementation of the Project) or strategic cooperation agreements between the Startup and the Technology Recipient or the Investor (depending on the Acceleration Paths of a given Startup). This obligation lasts for 12 months from the date of completion of a given Round in which the Startup participated.
3. Commercialization (e.g. transfer of intellectual property rights) of the Project or Startup being developed (e.g. by selling shares of the Startup) may be carried out between the Startup and the Technology Recipient or Investor (depending on the Acceleration Path of a given Startup) after the completion of the Acceleration by a specific Startup.
4. Participation in the Acceleration Program does not oblige the Startup to commercialize the solution through cooperation with the Technology Recipient or the Investor with whom the Startup develops its Project as part of the Acceleration.

## **XII. GRANT RETURN PROCEDURE**

1. The Startup will be obliged to return the entire (or part) of the Grant paid in the cases specified in the Grant Agreement and resulting from the generally applicable provisions of law.
2. Detailed rules regarding the Grant return procedure are specified in the Grant Agreement.

### **XIII. DE MINIMIS ASSISTANCE**

1. Grant:
  - will constitute de minimis aid to which the applicable provisions of law apply, including (ii) Commission Regulation (EU) 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;
  - will be provided on the basis of the Grant Agreement, in the form of a grant project in accordance with Article 41 of the Implementation Act.
2. The basis for granting de minimis aid will be the currently applicable law.
3. Detailed provisions on de minimis aid are specified in the Grant Agreement.

### **XIV. GRANT RETURN SECURITY**

1. The return of the Grant amounts paid will be secured in the manner indicated in the Grant Agreement.
2. The Accelerator may make the payment of the Grant in the form of an advance payment conditional on the Startup providing additional (in relation to the one referred to in point XIV.3) security (or collaterals).
3. The return of the amounts paid to the Grant will be secured by a blank promissory note issued by the Startup, which, together with the promissory note declaration, will constitute an appendix to the Grant Agreement. The Accelerator will have the right to fill in a blank promissory note, on the terms set out in the promissory note declaration, in the event that circumstances arise causing the Startup to return the Grant amounts paid to it.
4. The Accelerator may make the payment of the Grant in the form of an advance payment conditional on the Startup providing additional (in relation to the blank promissory note) security (or collateral). Such security may be in particular:
  - 1) the Startup's statement on submission to enforcement in accordance with Article 777 § 1 of the Code of Civil Procedure;
  - 2) a surety agreement on the basis of which all or some members of the Startup's management board will undertake to the Accelerator to perform the Startup's obligation to return the advance payment of the Grant in the event that the Startup fails to perform this obligation.

### **XV. OTHER RIGHTS AND OBLIGATIONS RELATED TO PARTICIPATION IN THE ACCELERATION PROGRAM**

1. During the implementation of the Acceleration Programme, the Accelerator or its related entities within the meaning of Article 6c of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development may not take up shares in Startups.
2. Startups are obliged to immediately inform the Accelerator about:
  - 1) change of data, including address or contact details;
  - 2) all circumstances that may affect the participation of the Potential Participant and the Startup in the Acceleration Program, including circumstances affecting the inclusion of the Potential Participant and the Startup in the category of micro or small entrepreneur.
3. The Accelerator has the right to use the names of Potential Participants and Startups and their logos (including trademarks) free of charge, as well as other publicly available information about Potential Participants and Startups, in order to inform about participation in the Acceleration Program, in particular in informational, promotional, marketing materials, presentations and reports, as well as in social media, on websites and in information and materials made available to external entities, including press, radio and television.

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

1. The Accelerator and the Startups undertake to comply with the provisions on the protection of Personal Data, in particular the provisions of the GDPR.



2. Fulfilling the information obligation under Article 13(1) and (2) of the GDPR – in connection with the processing of Personal Data as part of the Acceleration Programme, the Accelerator provides data subjects with information on the processing of their Personal Data.
3. The Personal Data Controller is the Startup Hub Poland Foundation, 2 Senatorska Street, 00,075 Warsaw, e-mail:Poland.Booster@Startuphub.pl represented by Paulina Brym - Ciuba.
4. The Personal Data Administrator may process, m.in, the following categories of Personal Data: identification data, address data, contact details, data included in the Application Form and possibly other data, if they are necessary for the purposes for which the Accelerator processes the data.
5. The Personal Data Administrator may process Personal Data for the purpose of:
  - 1) review and evaluate the Application Form;
    - a. the legal basis for the processing will be Article 6(1)(b) of the GDPR, as the processing of data is necessary to take action at the request of the Potential Participant, i.e. to consider and evaluate their Application Form and to make a decision on their participation in the Acceleration Programme;
    - b. providing Personal Data for this purpose of processing is voluntary, but it is a condition for submitting an Application to the Acceleration Programme;
    - c. without providing Personal Data, it will be impossible to consider the Application and qualify the Potential Participant for the Acceleration Program;
    - d. if the Potential Participant is qualified for the Acceleration Programme, the Personal Data will be stored until the expiry of the statute of limitations for claims related to his/her participation in the Acceleration Programme;
    - e. if the Potential Participant is not qualified for the Acceleration Program, the Personal Data will be stored until the statute of limitations for claims related to his/her participation in the Acceleration Program expires;
  - 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 contract, the legal basis for the processing will be Article 6(1)(b) of the GDPR;
    - b. if the party to the contract is not the data subject (e.g. his/her employer), then the legal basis for the processing will be Article 6 (1)(f) of the GDPR, because the conclusion of such a contract is a legitimate interest of the Accelerator;
    - c. providing Personal Data for this purpose of processing is voluntary, but it is a condition for taking action before concluding the Grant Agreement and then concluding and performing this 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 statute of limitations for claims related to participation in the Acceleration Program expires;
  - 3) pursuing claims or defending against claims of other entities;
    - a. the legal basis for the processing will be Article 6(1)(f) of the GDPR, as the exercise of one's rights in the event of a dispute is a legitimate interest of the Accelerator;
    - b. for this purpose of processing, the Accelerator is likely to already have Personal Data;
    - c. however, the provision of other Personal Data may be a statutory requirement arising from the dispute you are pursuing, but this will depend on the specific situation;
  - 4) fulfilling legal obligations incumbent on the Accelerator, such as, for example, keeping accounting and accounting records, settlement of the Acceleration Program, 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 that are binding on 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 the provisions of law and Article 6(1)(f) of the GDPR – in the case of obligations imposed

- on the Accelerator by the Agreement with PARP, because the proper performance of this agreement is the legitimate interest of the Accelerator;
- b. in the case of Personal Data processed on the basis of Article 6(1)(c) of the GDPR, the provision of Personal Data is a statutory requirement;
  - c. in the case of Personal Data processed on the basis of Article 6(1)(f) of the GDPR, the provision of Personal Data is voluntary, but it is a condition for taking action before concluding a contract and then concluding and performing this contract;
  - d. failure to provide data would prevent participation in the Acceleration Program;
  - e. Personal Data will be stored for the period required by law.
- 5) The Accelerator may make Personal Data available to recipients who process data on behalf of the Accelerator or process Personal Data as separate, independent controllers.
  - 6) The Accelerator is entitled to make Personal Data available also to other entities, if such an obligation arises from the provisions of law.
  - 7) Due to the specificity of the Acceleration Program, the Accelerator may also transfer Personal Data to PARP.
  - 8) The Accelerator makes Personal Data available to recipients in accordance with applicable law, for example on the basis of data processing agreements.
  - 9) The Accelerator may make Personal Data available to its subcontractors (entities whose services it uses for processing), such as:
    - a. Providers of services such as email, virtual storage, and productivity applications, including communications applications.
    - b. entities involved in the organization of conferences, congresses or other such events;
    - c. entities providing IT systems maintenance and maintenance services;
    - d. providers of marketing tools;
    - e. legal, tax and accounting advisors.
  - 10) The Accelerator will not transfer Personal Data to a third country or an international organization.
  - 11) The Data subject has the following rights:
    - a. the right to access the Personal Data provided and the right to receive a copy thereof;
    - b. the right to rectification of Personal Data;
    - c. the right to erasure of Personal Data;
    - d. the right to request the restriction of the processing of your Personal Data;
    - e. the right to transfer your 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 (2 Stawki Street, 00-193 Warsaw).
  - 12) The Accelerator does not take decisions with respect to data subjects based solely on automated processing, including profiling, and which have legal effects on them or similarly significantly affect them.
  - 13) The Accelerator may obtain Personal Data:
    - a. directly from the data subject;
    - b. from the data subject's representative or the entity with which the data subject is related (e.g. his or her 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 may not transfer to another entity the rights, obligations or receivables related to participation in the Acceleration Program without the consent of the Accelerator.
2. The Terms and Conditions enter into force on the day of publication on the Accelerator's website.

3. The Terms and Conditions have been drawn up in accordance with Polish law and are subject to Polish law.
4. The Terms and Conditions have been drawn up in Polish.
5. In the event of any inconsistency 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 way of the Accelerator's decision.
7. In the event of a change to the Terms and Conditions, the modified Terms and Conditions will be published on the Website.
8. Any disputes arising in connection with the Regulations and recruitment for the Acceleration Programme will be resolved in the first place through negotiations conducted in good faith between the parties, and in the event of failure to reach an agreement – by a common court competent for the Accelerator's registered office, and if the Accelerator is not a party to the proceedings – by a court competent in accordance with general regulations.
9. All documents referred to in the Regulations (including Grant Agreements, SME Statements, de minimis forms) will be signed in writing.
10. In each case where the Terms and Conditions provide for a written form, it should also be understood as an electronic form within the meaning of Article 781 of the Civil Code (qualified electronic signature).
11. Appendices are an integral part of the Terms and Conditions. The Regulations contain the following appendices:
  - 1) Appendix No. 1 - Preliminary Assessment Sheet
  - 2) Appendix No. 2 - Detailed Assessment Sheet
  - 3) Attachment 3 - Pitch Evaluation Sheet
  - 4) Appendix No. 4 - Grant Agreement