

TERMS AND CONDITIONS For the InCredibles Programme

These terms and conditions (the “**Terms and Conditions**”) lay down the rules governing the InCredibles programme (the “**Programme**”), organised by Kulczyk Investments S.A. (the “**Company**”) in cooperation with the Startup Hub Poland Foundation (the “**Foundation**”) and this includes the conditions for receiving and reviewing an application to take part in the designated programme (see description below) which is conducted as an element of the Programme (the “**Application**”), submitted by micro- or small businesses (in the meaning of the Act of 6 March 2018 Law on Entrepreneurs), operating as an established entrepreneur (the “**Applicant**”).

§ 1.

General provisions

1. The objective of the Programme is to select projects from among those presented by Applicants in Applications which, according to admissibility and qualitative criteria for the Programme, being criteria laid down in Appendix 1 to the Terms and Conditions, in order to accelerate selected best startups.
2. The projects described in point 1 above will be chosen in the form of an open selection process announced by the Company, as part of the Programme.
3. The amount of a non-equity grant awarded for realisation of a single project may not exceed USD 50,000 (in words: fifty thousand US dollars) (the “**Grant**”).
4. In case of each of the Applicants selected in the Programme the designated programme will last between six and ten weeks and will centre on a number of business objectives identified by the Applicant. Based on these business objectives each designated programme will be designed in cooperation with the Company or an entity specified by the Company and will include i.e. advice and mentoring support, financial support (as described below) and other input aimed at supporting the Applicant’s achievement of those objectives
5. The Programme is based on the principle that a maximum number of five (5) Applicants selected in the Programme will complete the entire designated programme described in item 4 above.
6. The Grants envisaged in the Programme are intended to be used for and are awarded solely for realisation of the project initiated during the designated programme stage in which the Applicant in question participates, of a duration not exceeding 6 – 10 weeks counted from the day on which a Grant Agreement is concluded with the Applicant.
7. Any reference made in the Terms and Conditions to the e-mail address of an Applicant means the e-mail specified in the Application, used in correspondence between the Applicant and the Foundation and – in case of the Applicants selected as finalist – also in correspondence with the Company.

§ 2.

Application Procedure

1. An application submitted as an element of the Programme must constitute a description of the basic principles of the project in the form of a personally prepared presentation, description, multimedia, or a combination of any of the above. The Application must be

formulated in such a way that the project can be evaluated and in a manner which meets the selection criteria which apply in the Programme.

2. Applications must be submitted by a strict selection process deadline as communicated on the Programme official website.

3. Each Application (in English) should be delivered in electronic form to the Foundation via the application form available at: <https://incredibles.eu>. The Applicants' personal data processing and protection issues are regulated and stipulated in the application form available at: <https://incredibles.eu> and constitute part of this Terms and Conditions.

4. Each Application will be evaluated by the Foundation's experts who are dedicated at this stage to verify the Applications according to admissibility criteria laid down in Appendix 1 to the Terms and Conditions (the "**Experts**"), based on the information given in the Application and information or documentation provided or delivered by the Applicant at the Foundation's request, and – at a later stage of evaluation of the Application – in the course of further evaluation by the Experts as well as subsequent evaluation by the Company together with a group of Mentors, which is made up of professionals appointed and dismissed by the Company who are required to remain impartial and maintain confidentiality, at this stage both evaluating the Application in terms of the qualitative criteria laid down in Appendix 1 to the Terms and Conditions (the "**Mentors**").

5. The admissibility-related evaluation of each Application is performed by the Experts within approximately ten (10) business days of the Application reaching the Foundation. During this stage of evaluation, the Foundation may request that the Applicant provides additional documentation confirming that a particular criterion is fulfilled or for the purpose of updating information originally submitted in the Application, within up to five (5) business days from the day on which the request is sent to the Applicant's e-mail address.

6. During further evaluation of the Applications, the Experts will hold discussions at meetings, to which the Applicants selected to proceed to that stage will be invited to present their projects and answer any questions the Experts may have. A meeting of the Experts attended by Applicants and the Foundation will be held at a time and place of which the Foundation gives advance notification.

7. Upon successful evaluation with regard to fulfilment of admissibility and initial evaluation of qualitative criteria performed by the Experts, up to ten (10) Applications selected as finalists will be eligible for further qualitative evaluation by the Company together with the Mentors.

8. Notification of the date of the meeting of Mentors which is described in point 6 above (the "**Decision Day**") will be sent by the Company to the e-mail address of the Applicant selected as finalists with at least ten business days' notice. An Application will be rejected if it does not meet the admissibility criteria or if, despite meeting those criteria, the given Applicant is not able to commit to the date of the Decision Day.

9. The Company will announce publicly, by posting information on the website <https://incredibles.eu> and other chosen social media channels, about the Applicants selected as finalists.

10. The part of the meeting of the Mentors attended by an Applicant on the Decision Day, together with representatives of the Company, will be recorded in audio or audio-visual form. A project presentation, which is required to be a synthetic version of the basic principles described in the Application, will be given in English or in Polish.

11. The Mentors are entitled to award a successful, or unsuccessful evaluation.

12. Once the qualitative evaluation of selected Applications has been completed, the final decision concerning eligibility of the Applicant in question for the designated programme as

well the final decision on awarding a Grant to the Applicant in question, will be made by the Mentors and approved by the Company, and is a decision made on a discretionary basis.

13. An Applicant does not have right of appeal against an unsuccessful outcome of a decision regarding evaluation of an Application, eligibility for the designated programme, or award of a Grant.

14. The Company will notify an Applicant, in writing and in electronic form, of the decision reached concerning eligibility of the Applicant in question for the designated programme and/or award of a Grant.

15. The Company will announce publicly, by posting information on the website <https://incredibles.eu> and other chosen social media channels, about the Applications declared eligible for the designated programmes and/or the Applications for which Grants have been awarded.

§ 3.

Award of the Grant

1. The Company or an entity specified by the Company within the Company's capital group will award the Grant according to a written grant agreement concluded with the Applicant (the "**Grant Agreement**").

2. Prior to conclusion of the Grant Agreement, the Company may require that documentation, necessary to conclude the Agreement, be delivered or updated, in writing, within a specified deadline. Failure to deliver that documentation within the specified deadline in writing will result in the Grant Agreement not being concluded.

3. The Grant given to the Applicant on the basis of the Grant Agreement must be designated in full solely for realisation of the project initiated during the Acceleration Process stage in which the Applicant in question participates, upon pain of the obligation to return the Grant.

4. The Applicant is not permitted to transfer any rights or obligations provided for in the Grant Agreement to a third party without the prior written consent of the other party to the Grant Agreement.

5. A template for the Grant Agreement is attached as Appendix 2 to the Terms and Conditions.

§ 4.

Final provisions

1. If the necessity arises to make amendments to the Terms and Conditions, the Company will post on the website <https://incredibles.eu> information about the amendment to the Terms and Conditions, the current wording of the Terms and Conditions, and the date from which the amendment will come into effect.

2. The Company reserves the right to cancel the selection process, in particular if changes are made to currently applicable laws which affect the conditions for conducting the selection process or events occur which constitute force majeure.

3. Each Applicant undertakes to cooperate with the Company, the Foundation/the Experts, the Mentors/the Dedicated Mentors, selected partners of the Programme, and other participants in the designated programme, under the Programme, in a loyal manner and in good faith.

4. Submitting materials together with an Application or further on during the ongoing Programme, including any innovative projects ("**Project**" or "**Projects**"), each Applicant declares that all the rights to the Project(s) deriving from Polish law or other countries' laws

(especially copyright laws, industrial property law and other intellectual property laws), are owned by him or the team he represents and the Project(s) is/are the Participant's idea, it does not infringe third parties' rights, rules of protection of classified information, is not encumbered with constraints, third parties' rights including property rights, pledges or other charges and claims, in particular, guarantees or other security on account of their obligations. Should any aforementioned right be entitled to a third party, the Applicant is obliged to indicate such person and provide their consent for such Applicant's attendance at the Programme in writing.

5. Copies of materials submitted by an Applicant together with an Application (and any data carriers on which they are recorded) will become the property of the dedicated expert selected under the Programme for the Applicant in question (the "**Dedicated Mentor**") and will not be returned to the Applicant. For the avoidance of doubt, the provision above does not apply to copyright and intellectual property rights to content submitted in connection with the project Application, which are not transferred to the Dedicated Mentor or to any other entity and remain with the right holders.

6. Each Applicant has an obligation to keep confidential all information which is not in the public domain which it obtains in connection with participation in the Programme. The confidentiality requirement applies in particular to the scope and content (including know-how) of the designated programme, and manner in which the designated programme proceeds, as well as detailed conditions of the Grant Agreement, and also other accompanying documents, according to the wording signed with the Applicant in question.

7. The Terms and Conditions will come into effect as of official announcement of the Programme.

Appendices:

Appendix 1: Criteria for selection of projects within the InCredibles Programme

Appendix 2: Template for the grant agreement

Appendix 3: Personal data processing