

Accelpoint ScaleUp Terms and Conditions

These Terms and Conditions define the rules for accepting (and evaluating) Applications for the Project "**Accelpoint ScaleUp - a technological Accelerator that connects innovative solutions with technology recipients**", hereinafter referred to as the AccelUp Project, implemented under the Smart Growth Operational Programme 2014-2020, Priority Axis 2: Support for the environment and the capacity of enterprises to conduct R & D & I activity, Measure 2.5: Acceleration programmes.

§ 1 [Definitions]

Whenever the Terms and Conditions refer to:

- **Agency or PARP** - designates the Polish Agency for Enterprise Development;
- **Accelerator** - designates the Accelpoint limited liability company based in Mokotowska 1, Warsaw 00-540, Poland, entered into the Register of Entrepreneurs of the National Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the number 0000729444, NIP Tax Identification Number: 7010820398, REGON: 380056842;
- **Application** - designates a set of documents submitted by the Applicant, containing information necessary to make a formal and substantive assessment;
- **Applicant** - designates an entrepreneur who is a natural person running a business, a legal person, or an organizational unit without legal personality, who submitted the Application to the AccelUp Project;
- **Beneficiary (Final Beneficiary, FB, startup)** - designates a micro-entrepreneur or small entrepreneur who meets the conditions specified in art. 22 par. 2 of Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid to be compatible with the internal market pursuant to Art. 107 and 108 of the Treaty (Official Journal of the European Union L 187 of 26/06/2014, page 1 with subsequent changes), hereinafter referred to as "**Commission Regulation 651/2014**" and in § 21 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid under the Smart Growth Operational Programme 2014-2020 by the Polish Agency for Enterprise Development (ie an unlisted micro or small entrepreneur starting a business activity, conducting business activity no longer than 5 years from the date of its registration in the relevant register or records, which did not make any profit sharing and was not created as a result of the merger) who submitted the Application, was selected by means of this recruitment for the Acceleration programme and concluded a Contract for granting the grant with the Accelerator;
- **Grant (assistance in the form of money)** - designates financial resources, referred to in art. 35 para. 5 of the implementation act, transferred to the Final Beneficiary for the implementation of tasks aimed at achieving the objective of the applying Project in accordance with the provisions of the Grant Agreement;

- **Large entrepreneur (LE)** - designates an entrepreneur other than a micro-entrepreneur, small or medium-sized entrepreneur, in accordance with the conditions set out in Annex 1 to Commission Regulation No. 651/2014;
- **Individual Acceleration Programme (IAP)** - designates the AccelUp acceleration programme, dedicated to a specific Final Beneficiary, lasting from 3 to 6 months, based on intensive cooperation of the FB, the Accelerator and Technology Recipient (TR), aimed at accelerating the product development process (including services) or technology, in particular their validation in conditions close to real-life. The IAP is based on intensive work with participants of this programme, including in particular advisory or mentoring support and support in the form of money (grant), aimed at accelerating the process of creating a product or service and/or its commercialization. The acceleration programme will focus on supporting microentrepreneurs or small entrepreneurs whose innovative product and service solutions can potentially be used in the areas of identified needs, solving problems or in the TR supply chain; the IAP does not include the post-acceleration phase;
- **A Milestone** - designates a planned, measurable, observable event, necessary for the progress of the Individual acceleration programme, specified in agreement with the TR;
- **Evaluation Committee** - designates a body composed of a minimum of 3 persons, including 2 representatives of the Accelerator and at least one representative of the Technology Recipient;
- **Expert Committee** - designates a body composed of 3-5 people, obliged to maintain impartiality and confidentiality, assessing the Application in formal terms (meeting or failing to meet formal requirements), having the right to recommend startups to the Grant. The Expert Committee meetings may also be attended by a Secretary - if appointed - and a representative of the Agency, without the right to vote;
- **Programme Coordinator** - designates a person employed in the structures of the Accelerator, responsible for maintaining constant contact with teams and coordinating the work of the Evaluation Committee and the programme;
- **Micro-entrepreneurs or Small Entrepreneurs (MESE)** - designates a micro-entrepreneur or small entrepreneur meeting the conditions set out in Annex 1 to Commission Regulation No. 651/2014;
- **Technology Recipient (TRT) /Strategic Partner)** - designates s an entrepreneur who meets the definition of a medium or large enterprise according to requirements set out in Annex 1 to the EC Regulation No. 651/2014, conducting business in the Republic of Poland confirmed by an entry in the relevant register interested in using technology or cooperation in the development of products (including services) Applicants in the Acceleration programme; not related to the Accelerator and the Applicant within the meaning of art. 6c para. 2 of the Act on the establishment of PARP;
- **Financial Aid (Help)** - designates the assistance granted to the Final Beneficiary in accordance with the conditions set out in Chapter 4 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Intelligent Development Operational

Programme 2014 -2020, granted to the Final Beneficiary under the Grant and / or Advisory Service Agreement;

- **The AccelUp Project** - designates the "Accelpoint ScaleUp - a technological Accelerator combining innovative solutions with technology receivers" project implemented under the Smart Growth Operational Programme 2014-2020, Priority axis 2: Supporting the environment and the capacity of enterprises to conduct R & D & I activity , Measure 2.5: Acceleration programmes;
- **Regulation** - designates the regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid under the Smart Growth Operational Programme 2014-2020 by the Polish Agency for Enterprise Development;
- **Medium-sized entrepreneur (MSE)** - designates an entrepreneur other than a microentrepreneur or small entrepreneur meeting the conditions set out in Annex 1 to Commission Regulation No. 651/2014;
- **Grant Agreement (Agreement, Acceleration Agreement)** - designates an agreement concluded between the Accelerator and FB, the subject of which is defining mutual rights and obligations related to running the Acceleration programme and determining the terms of granting FB Aid or Advisory Services under the Acceleration programme;
- **Advisory Services** - designates assistance provided to the FB in the form of intangible benefits, in particular in the form of counseling, mentoring, coaching, consulting, etc. in connection with the implementation of the Acceleration programme

§ 2 [General provisions]

- The Acceleration programme is addressed to entrepreneurs starting a new business or operating for no longer than 5 years from the date of registration in the relevant register or records whose product, service or process solutions may potentially be applicable in the fields of: *Fintech (Financial Technology)*, *Telco (Telecommunications)* and *Insurance (including insurtech)*.
- The prerequisite for joining the AccelUp Project is the entrepreneur (referred to in paragraph 1), having a finished product or MVP (*Minimum Viable Product*), ie a product with functions constituting the required minimum value for the test group of customers and users (TR).
- The aim of the AccelUp Project is to select Application Projects that will contribute the most to initiating or increasing the scope of cooperation of micro-entrepreneurs or small entrepreneurs with the TR in the above-mentioned fields.
- The selection of projects follows an open recruitment announced by the Accelerator.
- The project AccelUp provides for the implementation of the following stages:
 - recruitment,
 - individual acceleration programme, including:
 - Module 1 (PRODUCT DEVELOPMENT), duration: 3 months, whose aim is to develop a version of the product ready to start pilot / implementation together with the TR by PRODUCT DEVELOPMENT, that fit existing product / service needs of the TR. In module 1 measurable milestones will be defined, the achievement of which will be

conditioned by the transition or failure of a given entrepreneur to the next stage, ie module 2,

- module 2 (PRODUCT IMPLEMENTATION), lasting - depending on the needs of a specific entrepreneur - up to 3 months, whose purpose is to pilot / implement solutions proposed by startups in cooperation with the TR and using its infrastructure and validation with end-users (TR);
- post-acceleration - an optional stage, during which the Accelerator supports advisory activities of the startup in order to establish business cooperation with the TR and other partners. The duration of the support shall not exceed 12 months.
- Whenever the Terms and Conditions refer to the email address of the Applicant / Beneficiary, it means the e-mail address indicated in the Application for correspondence between the Applicant / Beneficiary and the Accelerator.
- Participation in the AccelUp Acceleration Project is free for micro and small enterprises. Applicants / beneficiaries needs only cover expenditure related to costs of travel and accommodation during the program.
- Clarifications on recruitment issues will be provided to the Applicant by the Accelerator via e-mail via the address: accelup@accelpoint.pl.
- Detailed rules for the implementation of the Acceleration programme implemented under the AccelUp Project will be specified in the Grant Agreement.

§ 3 [Entities eligible to receive aid under the AccelUp Project]

- The acceleration programme implemented as part of the AccelUp Project is addressed to entities which, no later than on the day of concluding the Grant Agreement:
 - meet the conditions set out in Art. 22 par. 2 of the Commission Regulation (EU) No. 651/2014 and in § 21 of the Regulation, i.e. are an entrepreneur that is:
 - is micro or small,
 - is not listed on the stock exchange,
 - is a new business or has been operating for up to 5 years from the date of registration in the relevant register or records,
 - who did not distribute profits and was not created as a result of a merger;
 - is not related by capital or person (within the meaning of Article 6c (2) of the PARP establishment Act) with the Accelerator or the TR taking part in the AccelUp Project;
 - has exclusive rights to the innovative business idea submitted in the Application or the solution submitted to the Acceleration programme and are entitled to manage them in their own right;
 - conducts business activity on the territory of the Republic of Poland, which is confirmed by an entry in the relevant register,
 - do not have arrears in respect of public and legal liabilities,
 - meet the condition indicated in § 2 para. 2 of the Terms and Conditions.

- Aid under the AccelUp Project cannot be granted to an entity banned from receiving Aid based on any of the following (at least):
 - pursuant to art. 6b par. 3 of the Act on PARP;
 - in accordance with art. 35 para. 4 and art. 37 paragraph 3 implementation act;
 - based on Article. 207 of the Act of August 27, 2009 on public finance;
 - prohibition referred to in art. 12 para. 1 point 1 of the Act of 15 June 2012 on the effects of entrusting work to foreigners residing in conflict with the provisions of the territory of the Republic of Poland (Journal of Laws of 2012 item 769) or the prohibition referred to in art. 9 par. 1 point 2a of the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2018, item 703);
 - in a difficult situation within the meaning of the EU state aid rules, in particular § 2 of the EC Regulation No. 651/2014;
 - under obligation to return aid based on a decision of the European Commission declaring the aid illegal and incompatible with the internal market;
 - in the cases referred to in § 4 para. 3 of the Regulation, in art. 1 of the EC Regulation No. 651/2014 and in art. 3 (3) of Regulation No. 1301/2013.

- In addition, Aid under the AccelUp Project may not be granted to an entity:
 - regarding which there is reasonable doubt regarding possession of the proposed business idea, solution, programme or other project submitted to the Acceleration programme, or are the subject of a dispute, guarantees or claims of any third party;
 - which is undergoing remedial proceedings or is in the process of liquidation;
 - who obtained Aid for the same Application Project or to cover the same costs from other public funds;
 - that is participating in or plans to participate in another acceleration programme at the same time as the Acceleration programme is planned within the given call round;
 - that has received aid in an amount higher than that specified in Chapter 4 of the Regulation on granting by the Polish Agency for Enterprise Development financial aid under the Smart Growth Operational Programme 2014-2020 or the amount of this aid with assistance planned to be granted by the Accelerator under the Acceleration programme will exceed those included in thresholds in these Terms and Conditions.

- In addition, financial aid may not be granted for activities in the area of:
 - manufacturing, processing or marketing of tobacco and tobacco,
 - production or marketing of alcoholic beverages,
 - production or marketing of pornographic content,
 - sale of explosives, weapons and ammunition,
 - games of chance , mutual wagering, slot machine games and slot machine games with low prizes,
 - production or marketing of narcotic drugs, psychotropic substances or precursors.
- Entrepreneurs operating in the iron and steel sector, the coal sector, the shipbuilding sector, the synthetic fibers sector, the transportation sector and related infrastructure as well as the energy generation sector, its distribution and infrastructure are excluded from applying.

§ 4 [Financial aid]

- Aid granted to Beneficiaries constitutes aid for start-up entrepreneurs and is granted in accordance with the provisions of the Terms and Conditions.
- The financial Aid provided for the implementation of a single Application Project will amount to PLN 250,000.00 (in words: two hundred fifty thousand zlotys), including the amount of the grant settled by a simplified method in the form of lump sum amounting up to PLN 200,000.00 (in words: two hundred thousand zlotys), and the amount of Consulting Services provided - up to PLN 50,000.00 (in words: fifty thousand zlotys).
- Transfer of the Grant depends on the Beneficiary's implementation of the provisions of the Grant Agreement, including the milestones designated in the IPA Schedule.

§ 5 [Application procedure]

- Applications for the competition may be submitted in the period from 31/01/2019 to 20/04/2021
(on the last day of recruitment until 5:00 pm, local time for Warsaw). In the indicated period, rounds of calls for Applications will be held. Detailed information about the dates of the rounds will be posted on the website www.accelpoint.pl.
- Submitting an application should be conducted in electronic form by completing and sending the application form via the website: www.accelpoint.pl or e-mail address: accelup@accelpoint.pl. Before submitting the Application, please verify it is complete.
- The application should be prepared in one language - ie Polish or English. An application prepared in two or more languages or in a language other than those mentioned is subject to rejection (this does not apply to single words for which there is no Polish or English equivalent, or whose translation distorts their meaning, or proper names, or external links referred to in paragraph 5).
- The Application (product presentation) cannot exceed 15 pages (in PDF format).
- The applicant is obliged to submit all declarations listed in the application form in accordance with the current state of affairs.
- After submitting the Application, no longer than until the end of the recruitment process, the Applicant has the possibility introducing multiple revisions of the online Application.
- Applications submitted after the deadline or in a manner other than via the indicated on-line form are not subject to evaluation, subject to the provisions of § 12 para. 6 of the Terms and Conditions.

§ 6 [Assessment Procedure]

- Applications are assessed by the Expert Committee and the Evaluation Commission appointed to assess the Application and the Application Projects described in them in terms of meeting formal and substantive criteria.
- The Programme Coordinator organizes the work of the Expert Committee and the Evaluation Committee.

- Formal assessment consists of determining the completeness, correctness of the form, meeting the deadline for submitting the Application and meeting the criteria indicated in § 2 para. 2 and § 3 of the Terms and Conditions, based on information contained in the Application, submitted declarations and documents and / or information provided or provided by the Applicant.
- Positive formal evaluation, meaning the inclusion of a startup onto the list of recommended startups and progression to substantive assessment, will be achieved by Applications that meet all formal criteria. Applications that do not meet the formal criteria will be rejected.
- A recommended startup is subject to substantive evaluation:
 - by the Expert Committee in terms of the offered product and fulfillment of key criteria (60% of total score),
 - the TR in terms of product potential for cooperation with the TR and integration with its technology and business structures (40% of total score) .
- Substantive assessment referred to in paragraph 5, is carried out during panels - using the Evaluation Card - based on the Application and attached materials from the pitchdeck, information obtained from the startup, research and other sources of knowledge about the startup.
- During the panel, during the discussion and based on the submitted Evaluation Cards, the Evaluation Committee makes a decision regarding the qualification of the startup for participation in the AccelUp Project. At the invitation of the Evaluation Committee the applicant may participate in the panel to answer questions about the content of the Application.
- In justified cases, with the permission of the Chairman of the Evaluation Commission, the substantive evaluation may be carried out via electronic means for remote visual communication, in particular online / video meetings or live.
- The Expert Committee as well as the Evaluation Committee are entitled, in the course of formal and substantive assessment, to request the Applicant to provide additional information or documents confirming the information contained in the Application and / or updating the data. Failure to supplement or failure to submit the required documents or statements or clarifications within the prescribed period results in the rejection of the Application.
- After completing recruitment Accelerator will publish the list of applicants qualified to grant Assistance (startups that obtained the highest score in the course of the substantive assessment) on the website www.accelpoint.pl and will inform them about this fact via e-mail at the address for contact indicated in the Application.
- The Applicant is not entitled to appeal against a negative decision on qualifying for the AccelUp Project.

§ 7 [Awardin Aid]

- The Accelerator accepts the Beneficiary to the Acceleration programme and grants Aid on the basis of a written Agreement for entrusting the grant signed with the Beneficiary.
- Providing Aid requires a positive decision from the Evaluation Commission.
- Before entering into the Grant Agreement, the Accelerator may require delivery or updating documents necessary to conclude it within the prescribed period, in writing.

- The Accelerator may require providing of, in particular:
 - a statement on the status of a micro or small entrepreneur;
 - employment data for the last 3 years (if the Applicant has been active for less than 3 years - for the entire period of activity);
 - financial data, other documents and statements indicated by the Accelerator in the course of preparation of the Grant Agreement.
- Failure to deliver requested documents by the deadline, in writing, may result in refusal to sign the Grant Agreement.
- In the event of refusal to conclude the Agreement referred to in para. 5, the Accelerator will direct the invitation to participate in the Acceleration programme to the next Applicant, in accordance with the provisions of § 11 para. 8 point 3 of the Terms and Conditions.

§ 8 [Awarding the Aid (Grant)]

- The Grant will be paid out in tranches, in accordance with the provisions of the Grant Agreement.
- The Accelerator is not responsible for any delays in the payment of the grant tranches by PARP.
- Each Beneficiary will be subject to assessment of progress and implementation of the objectives (have they been met / not met). The results of this assessment will have a decisive influence on the payment of the next tranche of the Grant.
- Individual tranches will be paid after completion and approval by the Evaluation Committee of each stage of implementation of the Acceleration programme based on the Payment Schedule attached to the Grant Agreement.
- Advance payments of the tranches are permissible under the conditions set out in the Grant Agreement, referred to in para. 3.
- Lack of progress in achieving set goals may result in termination of participation in the Acceleration programme before the set completion date.
- Settlement of eligible costs specified in the IPA budget will be conducted in the form of a lump sum, in accordance with the provisions of the Agreement.

§ 9 [Intellectual property rights and confidentiality]

- By submitting the Application, the Applicant declares that he has exclusive rights to the submitted innovative business idea (solution being the subject of the Application) and the right to dispose of it on its own behalf, and that the submitted innovative business idea in the Application is free from any legal burdens , guarantees or any claims by third parties.
- The Accelerator undertakes to ensure the confidentiality of information, data contained in the Application and documents, however the Applicant is under obligation to specify confidential materials provided regarding the submitted idea (solution) with an appropriate clause in order to secure his interests.
- In order to ensure the confidentiality of information and data contained in the Application, the Accelerator, TR and the Applicant may enter into a separate confidentiality agreement (NDA).

§ 10 [Promotion]

By submitting the application, the Applicant agrees to the use of any trademark, logo, verbal designation, graphic or graphic-verbal sign of the Applicant by Accelerator in marketing materials or information relating to or connected with the activities of the programme Accelerator and the acceleration programme.

§ 11 [Final provisions]

- Accelerator reserves the right to make changes to the Terms and Conditions.
- In the event of necessity to introduce changes the Terms and Conditions, the Accelerator will publish current contents of the Terms and Conditions on the website <http://accelpoint.pl/> and the date from which the change applies. The Accelerator will provide previous versions of the Terms and Conditions to Applicants at their request.
- In case of errors related to the functioning of the platform, the Applicant should file a bug report via the e-mail address: accelup@accelpoint.pl within 24 hours of the error's occurrence.
- The Accelerator directs all correspondence regarding received error reports, including the result of processing the error report, to the e-mail address indicated by the Applicant in the error report. The applicant is obliged to indicate the e-mail address that ensures effective communication.
- Positive consideration of the notification referred to in paragraph 3, is possible only if the problems related to the malfunctioning of the platform are not on the part of the Applicant.
- In the case of long-lasting technical problems that make it impossible to submit applications using the platform, please follow the messages posted on the Accelerator's website.
- The Accelerator reserves the right to:
 - cancel the recruitment without providing explanation,
 - reducing the number of calls for projects, ending the recruitment without settlement, ending the recruitment and leaving the Applications without evaluation, as well as extending the recruitment or shortening in,
 - proceeding, in justified cases, projects outside individual rounds of calls,
 - changing the periods of implementation modules referred to in § 2 para. 5 point 2, for selected projects, after obtaining the approval of the Evaluation Committee,
 - periodic suspension of Startup's participation in the programme, in particular if Milestones are not achieved
 - exclusion of the beneficiary from the AccelUp project in case of non-compliance with the cooperation model or lack of communication with the Accelerator.

In the above cases, the Applicant is not entitled to claim damages.

- In matters not covered by these Terms and Conditions, the relevant provisions of Polish law shall apply.
- These Terms and Conditions shall enter into force on the day of publication.

DATE OF PUBLICATION: