RULES AND REGULATIONS OF THE 6TH ITERATION

OF THE "PFR PIONEERS' SCHOOL" COMPETITION

§ 1 Terms and abbreviations

The terms and abbreviations used herein bear the following meanings:

- UN Sustainable Development Goals 17 goals that constitute the UN's roadmap for transforming and reshaping the world in a sustainable manner, adopted by all the UN member states by way of the General Assembly Resolution of 25 September 2015 in New York;
- 2) Demo Day the first phase of the Competition. It takes the form of a one-day online event, during which the Teams will for the first time present the Demo Day Committee with results of their work on business solutions created in the course of the Programme, and the Demo Day Committee will evaluate them and select up to eight (8) best ones to be presented at the Final Gala;
- 3) Application Form the form available on the Organiser's website at <u>https://pfrsa.pl/szkolapionierow.html</u> and <u>https://pfrsa.pl/en/pfr-school-of-pionieers.html</u>, through which the Organiser accepts applications to participate in the Competition;
- 4) Final Gala the second and final phase of the Competition. It takes the form of a one-day ceremonial event, during which the Teams will present the Final Gala Committee with results of their work on business solutions created in the course of the Programme, and the Final Gala Committee will evaluate them and select the three (3) best ones, whose authors will be nominated as Winners of the sixth iteration of the PFR Pioneers' School and will be entitled to a Financial Reward;
- 5) Schedule a detailed timetable of all the events planned during the Programme term. The schedule is available on the Organiser's website at <u>https://pfrsa.pl/szkolapionierow.html</u> and <u>https://pfrsa.pl/en/pfr-school-of-pionieers.html</u>;
- 6) PFR Pioneers' Club a community actively involved in initiatives for the economic and social development of Poland based on technological innovations, including those organised or recommended by the Organiser, formed as indicated in § 4(20) hereof;
- 7) **Competition** selection of Candidates for Participants and competition for Financial Rewards and titles of Winners of the 6th iteration of the PFR Pioneers' School consisting in teams developing innovative business solutions in the course of the Programme and submitting them for a two-phase evaluation by the Jury on the Demo Day and at the Final Gala;
- 8) **Committee** the Committee appointed by the Organiser for the purposes of the various parts of the Competition:
 - a) Competition Committee, whose purpose is to select fifty (50) Participants in the Programme.
 - **b) Demo Day Committee,** whose purpose is to select the eight (8) best Teams to participate at the Final Gala.
 - c) Final Gala Committee, whose purpose is to select the best three (3) Teams to receive Financial Rewards.

Each Committee consists of a chairperson, secretary and members of the Committee.

- 9) **Participant Candidate** a natural person to participate in the preliminary part of the Competition;
- 10) **Online Masterclass** a complementary, mandatory thematic workshop conducted within the framework of the Programme;

- 11) **Financial Reward** the sum of money to which the Winners of the sixth iteration of the Competition are entitled;
- 12) Organiser Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, at ul. Krucza 50, 00-025 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS: 0000466256, NIP: 7010374912, REGON: 146615458, share capital PLN 11,475,907,779.00 (paid in full). The Organiser can be contacted at e-mail: startup@pfr.pl and telephone: +48 22 703 43 00;
- 13) **Strategic Partner** the strategic partner of the Programme, i.e. Allegro spółka z ograniczoną odpowiedzialnością;
- 14) **Programme** the educational and *venture building* programme entitled "PFR Pioneers' School," which consists of on-site and online workshops, the Participants' own work and individual consultations with mentors. During it, the Participants will learn the tools necessary to develop innovative business solutions in Teams, enabling them to participate in the Competition;
- 15) Rules and Regulations these rules and regulations;
- 16) **Participant** a person qualified for the Programme, thereby gaining the opportunity to participate in the Competition;
- 17) Agreement the agreement for participation in the Competition, including the provision by the Organiser to the Participant of the services necessary for participation in the Programme, executed by the Participant Candidate with the Organiser in the manner described in § 4(1) hereof, as a result of the Participant Candidate's acceptance hereof;
- 18) **Grant Agreement** the agreement executed by and between the Organiser and the Winners as regards the terms and conditions of payment of the Financial Reward granted to them, the model of which is attached as Annex 3 hereto;
- 19) Act the Act of 30 May 2014 on consumer rights;
- 20) **Team** a group of Participants to jointly develop an innovative business solution in the course of the Competition;
- 21) **Winners** members of the three Teams selected from among the Participants rated highest by the Final Gala Committee in the main part of the Competition;
- 22) Activities activities and meetings planned to be held in relation to participation in the Competition, including activities planned to be held as part of the Programme;
- 23) Rules and Regulations for the provision of services by electronic means the rules and regulations governing the provision of services by electronic means, available at: https://pfr.pl/dam/jcr:1fd11743-7c9c-406f-91ed-6aeb67466e8c/regulamin.pdf;

§ 2 General provisions

- 1. These Rules and Regulations set out the terms and conditions under which the Competition is to be held and the principles for participation in it.
- 2. The Competition is aimed at developing innovation and technological projects in strategic industries in compliance with the UN Sustainable Development Goals, within the framework of the Organiser's operations.
- 3. The Competition is addressed at non-entrepreneurial individuals with above-average potential for creating innovative products and services and running companies using new technologies.
- 4. The subject matter of the Competition is for Teams made up of Participants selected in the preliminary part of the Competition to develop an innovative business solution aligned with the UN Sustainable Development Goals.

- 5. Rewards in the Competition are the titles of the Winners of the sixth iteration of the PFR Pioneers' School and the Financial Rewards mentioned in § 9 hereof.
- 6. The Competition is international and is held in the territory of the Republic of Poland and the Czech Republic.
- 7. The Organiser of the Competition is Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, at ul. Krucza 50, 00-025 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS: 0000466256, NIP: 7010374912, REGON: 146615458, share capital PLN 11,475,907,779.00 (paid in full). The Organiser can be contacted at e-mail: startup@pfr.pl and telephone: +48 22 703 43 00;
- 8. Allegro sp. z o.o. is the Strategic Partner of the Competition.
- 9. The Competition begins on 8 May 2023 and ends on 24 November 2023. The course of the Competition is divided into two parts, as described in § 4 and § 5 hereof.
- 10. The results of the Competition will be decided in two phases on the Demo Day and at the Final Gala, as described in § 6 and § 7 hereof.
- 11. The Participants and Winners of the Competition will post information on their social media that they have participated in the Programme, will encourage their followers to participate in future iterations and to set up their own business or to create their own technological product in Poland and will be involved in activities planned by the Organiser throughout the Programme.
- 12. The Organizer reserves the right to verify whether the Winner meets the conditions specified in the Rules and Regulations. This applies in particular to situations where there is a reasonable suspicion that the Winner violates the rules of the Contest specified in the Rules and Regulations or violates the provisions of the applicable law. To this end, the Organizer may contact the Winner by phone, in writing, or by email, requesting additional explanations/statements necessary to conduct the verification process in the form indicated in the request. Failure to meet the conditions specified in the Rules and Regulations or failure to provide suitable explanation/statement within the time limit specified in the request may result in the exclusion of the Winner, with the simultaneous expiration of the right to the Prize.

§ 3 Execution of the Agreement

- 1. In order to execute the Agreement, the Participant Candidate sends an Application Form in accordance with § 4 (1), (2) hereof.
- 2. The Agreement referred to in paragraph 1 above expires:
 - 1) on the closing date of the Competition or
 - 2) as of the date of receiving information on non-eligibility for the Programme under the principles set out in § 4(1)-(15) hereof or
 - as of the date on which the deadline for submitting the declaration of participation in the Programme together with the proof of payment of the fee pursuant to § 4(17) hereof expires without effect.
- 3. Submitting the Application Form is equivalent to accepting the Rules and Regulations.
- 4. The submission of the Application Form constitutes an offer to the Organiser to execute the Agreement.
- 5. The Participant is to make the payment in accordance with § 4(18) and § 4(19) hereof at the latest when they send their declaration of participation in the Programme. The fee indicated in § 4(18) hereof is the total price, including VAT.
- 6. Once the Application Form has been sent, the Organiser is to immediately send the Participant Candidate an e-mail (to the e-mail address provided in the Application Form) confirming the

execution of the Agreement. The Agreement is executed as soon as the confirmation referred to in the previous sentence has been sent to the Participant Candidate.

- 7. Subject to paragraph 2 above, the Agreement is executed for the term of the Competition.
- 8. The execution of the Agreement does not require the Participant to provide a deposit or other financial guarantees.
- 9. The sales document issued by the Organiser to Participants is an invoice.
- 10. The Participant agrees that invoices may be issued and sent electronically to the e-mail address provided in the declaration of participation in the Programme.
- An invoice will be issued to the Participant after the payment has been made, within fourteen (14) days of the date of payment, to the e-mail address provided in the declaration of participation in the Programme.

§ 4 Preliminary part of the Competition

- In order to participate in the Competition, it is necessary to enter the Call for Participants, which will take place through the Application Form available at https://pfrsa.pl/szkolapionierow.html and https://pfrsa.pl/en/pfr-school-of-pionieers.html. In the Application Form, the Participant Candidates include their personal data referred to in § 10(2) hereof and annexes in the form of CVs and Personal Development Plans.
- 2. Applications may be filed from 8 May 2023 to 18 June 2023.
- 3. In the preliminary part of the Competition, an evaluation of the Participant Candidates is conducted, which consists of two stages.
- 4. Stage 1 is carried out by the Competition Committee according to the following criteria:
 - possession of skills and knowledge in the selected area of new technologies, e.g. digital marketing, programming languages, engineering – the area of hard skills; (evaluated on a scale from 0 to 3 points based on the total of the Participant's knowledge and skills indicated in the Application Form)
 - implementation of own initiatives and ventures contributing to the experience area of experience (evaluated on a scale from 0 to 3 points awarded for initiatives and ventures in which the Participant took part);
 - 3) experience of working on projects related to the UN Sustainable Development Goals(assessed on a scale of 0-1 points awarded for the Participant Candidate's taking part in a project or projects related to the UN Sustainable Development Goals);
- 5. Each Application Form is subject to evaluation by two (2) members of the Competition Committee of Stage 1. The members of the Competition Committee may view the assessments of other members of the Competition Committee and communicate one another.
- 6. Each of the two members of the Competition Committee award the Participant Candidates from 0 to 3 points in the two criteria listed in paragraph 4(1)-(2) above, where the former option means relative weakness and the latter one relative strength of the criterion, within the two (2) areas indicated in paragraph 4(1) and (2) above. The arithmetic average of the marks proposed by the members of the Competition Committee will then be calculated for the two (2) criteria above. When assessing the criterion of experience of working on projects related to the UN Sustainable Development Goals, as per § 4(4)(3) hereof, the Participant Candidate will be awarded one (1) special point if experience of working in this area is recognised. The special point referred to above is awarded in a special manner, i.e. jointly by both members of the Competition Committee, who unanimously agree on the experience of the Participant Candidate in this area. As a result of the Participant Candidate receiving an incomplete point, the average is rounded up to the nearest whole unit. Obtaining 0 points in the assessment of the hard skills area referred to in paragraph 4(1) above or the experience gained in the implementation of own initiatives or projects referred to in paragraph 4(2) above

from a given member of the Committee results in 0 points being awarded automatically for the other criteria by that member of the Committee.

- 7. Within the framework of Stage 1 of the preliminary part of the Competition, the total number of points to be obtained by one Participant Candidate ranges from 0 to 7 points.
- 8. After adding up the scores from the evaluation of Applications, a ranking list of the Participant Candidates will be drawn up. As many as 80 Participant Candidates will be qualified for the next stage of the preliminary part of the Competition, taking into account the persons referred to in paragraph 10 below. If necessary to exclude some Participant Candidates with identical scores due to the quantitative ceiling indicated in the previous sentence, the Competition Committee decides on the qualification of a specific Participant Candidate for Stage 2.
- 9. Each and every Participant Candidate will be informed of the outcome of Stage 1 of the Preliminary Part of the Competition by e-mail to the address indicated in the Application Form, within seven (7) working days of the end of Stage 1 of the Preliminary Part of the Competition.
- 10. Without prejudice to paragraphs 2-8 above, the winners of the hackathons are also eligible to participate in Stage 2 of the preliminary part of the Competition: _StartUP MIX (2022 edition), Econverse Cup (2022 edition) and Subcarpathian NASA Space Apps Challenge (2022 edition).
- 11. Stage 2 of the preliminary part of the Competition is conducted online by the Competition Committee. The aim of this stage is to assess the soft skills of the Participant Candidates and their ability to work in teams. The planned date for Stage 2 of the preliminary part of the Competition is 6, 7 July 2023.
- 12. Stage 2 of the preliminary part of the Competition consists in the performance of individual and group tasks by Candidates qualified as Participants, consisting in the simulation of a business environment in which the persons taking part in Stage 2 are to solve issues faced by an enterprise, as well as the completion of a soft competencies sheet, based on which the Competition Committee will assess, among other things: the ability to work in teams and potential to develop as a technological entrepreneur. The members of the Committee assess the Participant Candidates individually and the final score of each and every Participant Candidate is the arithmetic average of the scores awarded by each member of the Committee rounded up to the nearest whole unit. In the event of dispute, the final grade awarded by the Committee will be determined by a substantive discussion. Each and every Participant Candidate may receive:
 - 1) from 0 to 4 points for an individual task
 - 2) from 0 to 4 points for a group task
 - 3) from 0 to 4 points for completing the competency sheet
- 13. The total number of points to be obtained by one Participant Candidate within the framework of Stage 2 of the preliminary part of the Competition ranges from 0 to 12 points.
- 14. The total number of points to be obtained by one Participant Candidate within the framework of Stage 1 and Stage 2 of the preliminary part of the Competition ranges from 0 to 19 points.
- 15. The Competition Committee will select fifty (50) Participants to collectively obtain the highest number of points in Stage 1 and Stage 2 of the preliminary part of the Competition and to qualify for the Programme.
- 16. The Participant Candidates will be notified of the results of the preliminary part of the Competition via e-mail on 10 July 2023.
- 17. Those Participants who successfully pass the preliminary part of the Competition will qualify for the Programme and will be required to submit electronically to: natalia.kupsik@pfr.pl a signed declaration (scan of the signed declaration) to participate in the Programme, together with the confirmation that they have paid the fee to the Organiser's bank account. The model declaration will be e-mailed to the Participants with information on the deadline for submission. Failure to deliver the declaration within fourteen (14) days of receipt or failure to pay the fee within this period will result in removal from the list of Participants.

- 18. The fee is:
 - 4) **PLN 350 gross** if the Application Form is submitted by 29 May 2023
 - 5) **PLN 550 gross** if the Application Form is submitted between 30 and 18 June 2023
- 19. The Organiser will provide the Participants with the number of the bank account for the payment of the fee, via the e-mail addresses provided by the Participants in their declarations of participation in the Programme. The message accompanying the transfer should state: Administrative Fee of the COMPETITION "PFR PIONEERS' SCHOOL" and the name of the person for whom the fee is paid.
- 20. Upon the completion of the Programme, all the Participants, including the Winners, will be awarded "*PFR Pioneers' School Alumni*" status. The Alumni of the PFR Pioneers' School will form the Pioneer Club.

§ 5 The main part of the Competition

- In order to participate in the main part of the Competition, the prerequisites referred to in § 4(17)-(19) hereof must be fulfilled.
- 2. Additionally, before entering the main part of the Competition, the Participants are required to complete the free online course "Lean Canvas," provided by the Organiser at: https://startup.pfr.pl/pl/kursy-online/lean-canvas.
- 3. The main part of the Competition is divided into:
 - 1) participation in the Programme and active involvement in the development of an innovative business solution,
 - 2) selection of the winners of the competition:
 - a) announcement of results of phase one Demo Day
 - b) announcement of results of phase two Final Gala
- 4. The Programme consists of the following Activities:
 - 1) **Opening Gala**, during which the sixth iteration of the PFR Pioneers' School will be officially inaugurated. The Opening Gala will take place on 1 September 2023.
 - 2) **Stationary Bootcamp,** during which there team games will be held to allow the Participants to join teams and participate in substantive workshops. The Bbootcamp will take place from 1 to 03/09/2023;
 - 3) **The stationary workshops** will include a series of workshops, mentoring sessions and study visits. The stationary workshops are planned for:
 - a) 04-08/09/2023 and 18-19/09/2023 in Warsaw,
 - b) 21-23/09/2023 on the territory of the Czech Republic (Prague), with the transport of the Participants to the place of the workshop abroad (Prague) and their accommodation for the duration of the workshop to be financed by the Organiser;
 - 4) Remote Team Sprints, during which Teams work independently to build an MVP and have one-to-one sessions with PFR experts and mentors. At the beginning of each sprint, the Teams consult with PFR experts or a mentor to establish their course, target and KPIs. Such sprints will take place between 24/09/2023 and 26/10/2023;
 - 5) **Masterclasses organised in an online format**, during which the Participants will complement their knowledge acquired during the stationary workshops. The online masterclass will take place from 28/09/2023 to 19/10/2023;
- 5. The Organiser will provide the Participants with a detailed schedule of the Programme and the venue of respective events prior to the commencement of the Programme well in advance at the e-mail address indicated in the Declaration of participation in the Programme referred to in § 4(17) hereof. Due to important reasons unknown at the date of announcement of the

Rules and Regulations, the Organiser is entitled to change the date of the Programme, the Schedule and the venue of the Activities, including to the online form.

- 6. The Participant's absence from more than 5% of the Programme Activities will result in the loss of the opportunity to compete for the Financial Rewards.
- 7. Phase one of the Competition will take place by way of an evaluation by the Demo Day Committee on 27 October 2023 in an online formula and under the terms and conditions referred to in § 6 hereof.
- 8. Phase two of the Competition will take place at the Final Gala on 24 November 2023 by way of evaluation by the Final Gala Committee under the terms and conditions described in § 7 hereof.

§ 6 Phase one of the Competition – Demo Day

- The aim of the Demo Day is to assess the progress of the Teams, to present their business ideas they are working on in the course of the Programme and to implement phase one of the Competition. This evaluation will lead to the selection of a maximum of eight (8) Teams to participate in the Final Gala.
- 2. Within three (3) working days before the Demo Day, the Teams are required to send additional materials developed in the course of the Programme, i.e:
 - 1) description/potential of a team and technology applied,
 - 2) a business model described in the Business Model Canvas methodology,
 - 3) detailed map/analysis of competitors and stakeholders,
 - 4) financial analysis and expenditure planning.
- 3. During the Demo Day, each member of the Demo Day Committee independently evaluates the Teams, in the manner indicated in Annex 1 hereto, according to the following criteria:
 - 1) Presentation of the project with a prototype (competition pitch) using the following criteria:
 - a) merit of the project,
 - b) business value of the project,
 - c) quality and presentation of the prepared presentation,
 - d) reply to questions asked by the Demo Day Committee.
- 4. The number of points available to a Team ranges from 0 to 30 and is the arithmetic mean of the marks awarded to its members by the members of the Demo Day Committee. As a result of a team receiving an incomplete point, the average is rounded up to the nearest whole unit.
- 5. As a result of the evaluation conducted by the Demo Day Committee, a maximum of eight (8) Teams who presented their solutions during the Demo Day will be invited to participate in the Final Gala.
- 6. The results will be announced immediately after the deliberations of the Demo Day Committee.

§ 7 Phase two of the Competition – Final Gala

 The purpose of the Final Gala is to implement the second (final) phase of the Competition by selecting the Winners, i.e. members of three (3) Teams, from among the eight (8) Teams invited to participate in the Final Gala, based on the evaluation of projects promoted by the Teams presenting an innovative product or service related to the UN Sustainable Development Goals, in the form of a brief presentation of the idea and its business model during the Final Gala.

- 2. Within three (3) working days before the Final Gala, the Teams are required to send additional materials developed in the course of the Programme, i.e:
 - 1) description/potential of a Team and technology applied,
 - 2) business model described in the Business Model Canvas methodology,
 - 3) detailed map/analysis of competitors and stakeholders,
 - 4) financial analysis and expenditure planning.
- 3. During the Final Gala, each member of the Final Gala Committee independently evaluates the Teams, in the manner indicated in Annex 1 hereto, according to the following criteria:
 - 1) Presentation of the project with a prototype (competition pitch) using the following criteria:
 - a) merit of the project,
 - b) business value of the project,
 - c) quality and presentation of the prepared presentation,
 - d) reply to questions asked by the Committee.
- 4. The number of points available to a Team ranges from 0 to 30 and is the arithmetic mean of the marks awarded to its members by the members of the Final Gala Committee. As a result of a Team member receiving an incomplete point, the average is rounded up to whole units.
- 5. The Organiser will provide the Participants with a detailed schedule of the event and the venue of the Final Gala well in advance of the Final Gala. The Organiser is entitled to change the date, the schedule and the venue of the Final Gala, including the online form.

§ 8 Activities

- The online Activities planned as part of the Competition will take place via MS Teams (or possibly another application designated by the Organiser). The Organiser will send the Participant Candidates and Participants the activation link to the Online Activities to the e-mail address specified in the Application Form or the Declaration of Participation referred to in § 4(17) hereof, as applicable, no later than forty eight (48) hours before the commencement of such Activities.
- 2. The technical requirements for participating in the Online Activities present themselves as follows:
 - 1) possession of a computer or another multimedia device connected to the Internet,
 - 2) installation of the MS Teams application or the option to use it online (or possibly the other indicated by the Organiser).
- 3. In order to ensure the security of the services provided, the Organiser takes technical and organisational measures sufficient for the degree of risk to the security of the services provided.
- 4. The Organiser reserves the right to modify, for valid reasons, the manner in which the Activities are conducted, in accordance with the scope and terms and conditions of its powers, and in accordance with its technical capacity, without impairing their quality, and without affecting the rights and obligations of the Parties to the Agreement. An important reason for changing the manner in which the Activities are implemented is:
 - 1) changing, extending or improving the manner in which the Activities are performed,
 - 2) improving functionality in order to improve the quality of the delivery of said Activities,
 - 3) adaptation of the manner in which the Activities are performed to changes in the Organiser's technical environment (i.e. the equipment, applications or software used by the Organiser)
- 5. The Organiser is entitled to use services of subcontractors to implement the Activities, which does not require the consent of the Participant Candidate or Participant.

- 6. Access to the Activities is granted in the manner and at the times specified in the Agreement and indicated in the e-mail referred to in § 3(6) hereof.
- 7. In the event that the Organiser has not provided access to the Activities, as described in paragraph 1 above, the Participant Candidate or Participant should call on the Organiser to provide it correctly. With this end in mind, do not hesitate to contact the Organiser by e-mail at: natalia.kupsik@pfr.pl or in writing by letter sent to the Organiser's registered office address: ul. Krucza 50, 00-025 Warsaw. Access to the Activities is granted as soon as the request referred to in this paragraph has been received and verified by the Organiser. In particularly complex cases, the deadline for granting access to the Activities may be extended, but in each case no longer than up to fourteen (14) days. The Organiser is to notify the Participant Candidate or Participant of such extension of the deadline and indicate the reason therefor, either by e-mail or in writing, depending on which channel of communication the Participant Candidate or Participant received the call from.
- 8. The Organiser ensures that the content and delivery of the Activities are always provided in the latest version available at the time of entering into the Agreement. During the Agreement term, in the event that the Organiser implements any updates to the content and delivery of the Activities as requisite to bring the Activities into conformity with the Agreement and to ensure an adequate level of security, the Organiser will notify the Participant Candidate or Participant of the available update and potential consequences of not installing it via an e-mail sent to the e-mail address indicated in the declaration of participation in the Programme referred to in § 4(17) hereof.
- 9. In order to install the update correctly, the Participant Candidate or Participant should follow the Organiser's guidelines containing information about the update.
- 10. The Organiser recommends installing updates as soon as they become available. In any event, the Participant Candidate or Participant should install the update no later than fourteen (14) days after being notified of its availability in accordance with paragraph 8 above. The Organiser is not liable for the incorrect implementation of the Activities, due solely to the lack of installation of updates, in the following cases:
 - 1) The Participant Candidate or Participant, despite being informed of the available update and consequences of not installing it, has not installed it within the timeframe referred to above,
 - 2) The Participant Candidate or Participant did not follow the instructions for the correct installation of the update referred to in paragraph 9 above and consequently did not install or incorrectly installed the update.
- 11. The Participant Candidate or Participant should install updates to the operating system and software they use to participate in the Activities in accordance with the recommendations of the manufacturers of the electronic device, operating system and software they own. Failure to keep the operating system or software up to date may lead to a decreased security level and prevent the Participant from joining the Activities.
- 12. The Organiser ensures that technical support is available for matters related to the implementation of the Activities. For technical support, do not hesitate to contact the Organiser via the contact details indicated in § 1(12) hereof.
- 13. In the event that the Activities are unavailable or do not function properly, the Participant Candidate or Participant agrees to cooperate with the Organiser to determine whether the unavailability or malfunction of the Activities is attributable to the characteristics of the Participant Candidate's or Participant's digital environment (e.g., the characteristics of the electronic device the Participant Candidate or Participant is using or the network connection).

- 14. The Participant Candidate or Participant who has requested the Organiser to provide access to the content of the Activities in accordance with paragraph 7 above has the right to withdraw from the Agreement if the Organiser has not complied with the Participant Candidate's or Participant's request immediately or within an additional period of fourteen (14) days. The relevant provisions hereof on withdrawal from the Agreement apply accordingly to the withdrawal from the Agreement.
- 15. Further, the Participant Candidate or Participant has the right to withdraw from the Agreement without calling upon the Organiser for proper delivery if:
 - 1) The Organiser has stated or it is apparent from the circumstances that it will not provide the Participant Candidate or Participant with the content of the Activities, or
 - The Organiser has failed to provide the content of the Activities within the timeframe set out in paragraph 6 above and the availability of the content of the Activities within that timeframe was of material importance to the Participant Candidate or Participant.
 Otherwise, the relevant provisions hereof for withdrawal apply accordingly.
- 16. The Participant Candidate or Participant is obliged to use the Activities for their intended purpose, respecting and not violating the personal rights of other Participant Candidates or Participants.
- 17. The Participant Candidate or Participant is not entitled to record the Activities without the prior consent of the Organiser.
- 18. The Participant Candidate or Participant is not entitled to transfer access or allow access to the Activities to unauthorised third parties.
- 19. The Participant Candidate or Participant is not entitled to reproduce or distribute in any form or by any means the content of the Activities and materials used for or in connection with the Activities.
- 20. The Participant Candidate or Participant is obliged to notify the Organiser immediately of any circumstances that may affect the due performance of the Agreement.
- 21. To avoid any doubt, in relation to the purchase and delivery of the Activities, the Organiser does not grant to the Participant Candidates or Participants any licence or transfer of economic copyright in the materials provided as part of the Activities.

§ 9 Financial Rewards

- 1. Members of the three highest scoring teams at the Final Gala, subject to the execution of the Grant Agreement, will become entitled to the following Financial Rewards:
 - 1) The Main Reward of PLN 50,000.00 in total for the Team with the highest number of points at the Final Gala (no. 1 place in the project ranking);
 - 2) The Reward of PLN 30,000.00 in total for the second Team in the project ranking at the Final Gala;
 - 3) The Reward PLN 30,000.00 in total for the third Team in the ranking of projects at the Final Gala.
- 2. The Financial Rewards will be divided equally among the members of the winning Teams.
- 3. In addition to the Reward referred to in paragraph 1 above, the Winners will receive an additional cash reward of 11.11% of the value of the Reward as set out in paragraph 1 above, taking into account the provisions of paragraph 2 above, rounded up to the nearest whole PLN ("additional reward").
- 4. The Organiser stipulates that the Financial Rewards referred to in paragraphs 1 and 3 above will be paid by the Organiser in tranches once the Winners have demonstrated that the stage of work (milestone) to which the tranche is related has been achieved.
- 5. Before the payment of the reward mentioned in paragraphs 1 and 3 above, the Organiser will deduct 10% flat-rate personal income tax in accordance with the provisions of the Personal

Income Tax Act of 26 July 1991 and remit it to the competent Tax Office, to which every Participant and Winner agrees. In the event of the payment of a tranche of the Financial Reward, it is construed that each tranche will be paid to the Winners in equal parts, unless otherwise agreed by the parties to the Grant Agreement.

- 6. The persons with the three highest scores in the preliminary part of the Competition, provided they declare their participation in the Programme, will additionally receive a reward of PLN 2,500 ("discretionary reward"). The Organiser will notify the aforementioned persons of the receipt of the discretionary reward via an e-mail sent to the address provided in the declaration of participation in the Programme. The prize will be transferred to the bank account indicated by the Persons with the three (3) highest scores obtained in the preliminary part of the Competition. The person receiving the discretionary reward will confirm its acceptance by sending an e-mail to: natalia.kupsik@pfr.pl a scan of the relevant confirmation. The model confirmation will be e-mailed with information on the deadline for its submission. Failure to deliver the declaration within fourteen (14) days of receipt will result in the loss of the entitlement to the discretionary reward.
- Before the payment of the reward mentioned in paragraph 6 above, the Organiser will deduct 10% flat-rate personal income tax in accordance with the provisions of the Personal Income Tax Act of 26 July 1991 and remit it to the competent Tax Office, to which every Winner agrees.
- **8.** Persons domiciled in Warsaw are excluded from competing for the prize referred to in paragraph 6.

§ 10 Personal data processing

- The Organiser represents that it is the controller of personal data within the meaning of Article 4(7) of 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) ("GDPR") in relation to the personal data of the Participant Candidates and Participants included in the Application Form and annexes thereto.
- 2. Personal data is processed solely for the purpose of registration and participation in the Competition in terms of:
 - 1) full names;
 - 2) e-mail address;
 - 3) telephone number;
 - 4) date of birth;
 - 5) country of origin and province of residence of the Participant Candidate or Participant (if applicable);
 - 6) image (if applicable);
 - 7) professional experience;
 - 8) information contained in the CV,
 - 9) information contained in the Personal Development Plan,
- 3. The Participant Candidate and Participant are entitled to:
 - 1) access their personal data and request a copy thereof,
 - 2) rectify their personal data,
 - 3) request that the processing of their data be restricted,
 - 4) delete their data in legally justified cases,
 - 5) transfer their personal data

6) object to the processing of their personal data insofar as the processing is based on the legitimate interest of the controller,

7) lodge a complaint to the supervisory authority, i.e. the President of the Office for Personal Data Protection,

8) withdraw the consent to the processing of their data (where processing is based on the data subject's consent), which does not, however, affect the conformity of the processing on the basis of such a consent.

4. Detailed information on data protection is provided in Annex 2 hereto.

§ 11 Complaints

- 1. The Organiser is obliged to perform the Activities in accordance with the Agreement and is liable for the compliance of the Activities with the Agreement.
- 2. The Organiser is liable for any non-conformity of the Activities with the Agreement that existed at the time of delivery and became apparent within two (2) years of that time. The non-conformity of the Activities and the content delivered with the Agreement which became apparent before the expiry of one (1) year after the delivery of the Activities or the content, is presumed to have existed at the time of delivery.
- 3. The presumptions set out in paragraph 2 above do not apply if:
 - 1) the digital environment of the Participant Candidate or Participant is not compatible with the technical requirements communicated by the Organiser in a clear and comprehensible manner prior to the execution of the Agreement;
 - 2) the Participant Candidate or Participant, notified in a clear and comprehensible manner prior to the execution of the Agreement of the obligation to cooperate with the Organiser, to a reasonable extent and using the least onerous technical means, in order to determine whether the non-compliance of the Activities with the Agreement is due to the characteristics of the digital environment of the Participant Candidate or Participant, fails to comply with this obligation.
- 4. In the case of a complaint related to the provision of an Activity, including a request to bring the said Activity into compliance with the Agreement (i.e. a request to provide the Activity or its content or to rectify irregularities preventing or restricting the use of the Activity or its content), the Organiser may refuse to accept the complaint if:
 - 1) not possible for the Organiser to ensure conformity with the Agreement and the Organiser has made this circumstance known in its reply to the complaint, or
 - 2) ensure conformity with the agreement as requested by the Participant Candidate or Participant requires excessive costs for the Organiser and the Organiser has communicated this circumstance in its reply to the complaint.
- 5. All complaints related to the Competition, subject to provisions connected with personal data processing of, should be submitted to the Organiser's address in writing, with the annotation "PFR Pioneers' School Competition" indicated in § 1(12) hereof, or by e-mail to the following address: <u>startup@pfr.pl</u>. If a complaint is made via e-mail, the Participant is obliged to use the e-mail address they indicated in the declaration provided to the Organiser.
 - 6. The complaint should include, in particular:
 - 1) description of the matter to which the complaint pertains, indicating the grounds for the complaint;
 - 2) full name, electronic mail (e-mail) address or postal address for correspondence to which a reply to the complaint is to be sent,
 - 3) reason for the complaint and the date on which the circumstances giving rise to the complaint arose,
 - 4) content of the request from the Participant Candidate or Participant.
 - 7. Such a complaint should, if possible, be made within fourteen (14) days of the date of the event giving rise to the complaint.

- 8. The complaint will be considered and a response on how it has been dealt with will be given without undue delay, no later than fourteen (14) days from the date of delivery of the complaint to the Organiser.
- 9. The Participant Candidate or Participant will be informed of the outcome of the complaint:
- 1) in writing by means of a traditional letter sent to the postal address indicated by the Participant Candidate or Participant, or
- 2) by e-mail in the case of a complaint sent by e-mail, unless the Participant Candidate or the Participant has indicated in the content of the e-mail any other manner of communicating the processing of the complaint.
- 10. To the extent regulated in the Rules for the provision of services by electronic means, the Participant Candidate or Participant has the right to lodge a complaint in accordance with the rules described in the Rules, with the stipulation that the complaint should be considered within the time limit indicated in paragraph 8 above.
- 11. In the following cases, the Participant Candidate or Participant has the right to withdraw from the Agreement:
 - 1) The Organiser has, in accordance with paragraph 4 above, informed the Participant Candidate or Participant that it is either impossible or requires excessive costs on the part of the Organiser to bring the Activities into conformity with the Agreement,
 - 2) The Organiser has accepted the Participant Candidate's or Participant's complaint but has failed to bring the Activities into conformity with the Agreement within the period provided for in paragraph 8 above,
 - 3) The Organiser has attempted to bring the Activities into conformity with the Agreement and yet the Organiser has still not delivered the Activities or remedied any deficiencies that prevent or restrict using the Activities (i.e. the Activities still do not comply with the Agreement),
 - 4) the lack of compliance with the Agreement is so significant that it justifies the withdrawal from the Agreement without first addressing the complaint to the Organiser on the terms and conditions described herein (complaint concerning the provision of the Activities or the rectification of irregularities preventing or limiting the use of the Activities),
 - 5) The Organiser has informed the Participant Candidate or Participant that it will not bring the Activities into conformity with the Agreement within the stipulated timeframes or without undue inconvenience to the Participant Candidate or Participant.
- 12. In the cases referred to in paragraph 11 above, it is sufficient to send a declaration of withdrawal from the Agreement to the Organiser.
- 13. PFR does not provide any additional guarantee for the services provided under the Agreement, including in particular the guarantee for participation in the Activities.

§ 12 Right of withdrawal for Participant Candidates or Participants

- 1. The Participant Candidate or Participant has a statutory right to withdraw from the Agreement in accordance with the Act.
- 2. The Participant Candidate or Participant who has entered into the Agreement with the Organiser may withdraw from the Agreement within fourteen (14) days without giving any reason and without incurring any costs, except for the costs indicated in § 13(4) hereof.
- 3. The period for the withdrawal from the Agreement starts from the date of entering into the Agreement.
- 4. The Participant Candidate or Participant may withdraw from the Agreement by submitting a declaration of withdrawal to the Organiser. Sending the declaration before the deadline is sufficient to meet the deadline.

- 5. The declaration of withdrawal from the Agreement may be submitted on the form whose specimen is attached as Annex 4 hereto, by sending an e-mail to: startup@pfr.pl or in writing to the Organiser's address.
- 6. The Organiser is to immediately send the Participant Candidate or Participant an acknowledgement of receipt of the withdrawal declaration by e-mail.

§ 13 Effects of withdrawal from the Agreement by the Participant Candidate

- 1. In the event of withdrawal from the Agreement, the Agreement will be deemed not to have been executed.
- 2. Subject to the provisions of Article 43o(5) of the Act, the Organiser will reimburse the Participant Candidate all payments made by the Participant Candidate immediately, but no later than within fourteen (14) days of receipt of the Participant Candidate's declaration of withdrawal from the Agreement.
- 3. Refunds will be made using the same method of payment used by the Participant Candidate, unless the Participant Candidate has expressly agreed to a different method of refund that does not cause any costs to be incurred by the Participant Candidate.
- 4. If the Participant Candidate exercises their right to withdraw from the Agreement after making a request in accordance with § 12(7) hereof, they are obliged to pay for the services provided up to the time of withdrawal. The amount of the payment is to be calculated in proportion to the extent of the performance rendered, taking into account the price for the purchased participation in the Competition.

§ 14 Cancellation of the Activities

- 1. The Organiser is entitled to cancel the Activities and withdraw from the Agreement in the event that the Agreement is not executed by at least fifteen (15) Participant Candidates. The Organiser is entitled to exercise the above entitlement up to seven (7) days prior to the commencement of the Activities.
- 2. In the situation indicated in paragraph 1 above, the Organiser will inform the Participant Candidate of the above in an e-mail (including a corresponding declaration of withdrawal from the Agreement). The provisions of § 13(1), (2), (3) hereof apply accordingly.

§ 15 Force majeure

- 1. The Organiser will not be held liable for delays or interruptions in carrying out the Activities or for failing to carry out the Activities as a result of force majeure, construed as an external event, unforeseeable with due diligence, over which the Organiser has had no influence and whose effects could not be prevented, resulting in delays or interruptions in carrying out the Activities or inability to carry them out in whole or in part. Events of Force Majeure include, in particular, failure or interruption of the electricity or Internet supply, sudden illness of the person conducting the Activities, as well as natural disasters and other events related to natural forces, earthquakes, floods, war and acts of war, riots, acts of terrorism, radioactive contamination ("Force Majeure").
- 2. In the event of a Force Majeure condition, the Organiser will immediately notify the Participant Candidate or Participant of the Force Majeure condition and its causes in an e-mail.
- 3. In the event that the Activities are not held due to Force Majeure, the Organiser will determine another date for the Activities, in which case the Organiser will be entitled to withdraw from the Agreement and cancel the purchase of the Activities within seven (7) days of the notification referred to in paragraph 2 above, and the Organiser will refund the price of the

Activities, if paid by the Participant, within the time and in the manner indicated in § 13 (2)-(3) hereof.

§ 16 Termination of the Agreement

- 1. The Organiser may terminate the Agreement by giving two (2) weeks' notice if any of the following valid reasons occur:
 - 1) amendments to generally applicable legislation having a direct impact on the Organiser's activities and necessitating a change within the scope or termination of its activities;
 - 2) issuance of a judgement or decision by a court or an authorised public authority as regards the Organiser's activities and resulting in the need to modify, suspend or terminate them;
 - 3) introduction of other activities of the Organiser in place of the Activities.
- 2. The Organiser may terminate the Agreement with immediate effect if any of the following valid reasons occur:
 - 1) breach of the Rules and Regulations by the Participant Candidate or Participant,
 - 2) violation by the Participant Candidate or Participant, as regards participation in the Activities, of a provision of law or rights of other individuals.
- 3. The termination of the Agreement by the Organiser in each case is to be effected by sending a statement of termination of a specific Agreement to the e-mail address of the Participant Candidate or Participant indicated in the Application Form or the declaration of participation in the Programme referred to in § 4(17) hereof or by making a statement to the Participant in any other manner.
- 4. In the event of termination of the Agreement by the Organiser, the Organiser will return to the Participant the payments made in proportion to the extent to which the Programme was not conducted.

§ 17 Final provisions

- 1. The Competition is not a lottery or other game of chance within the meaning of the Gambling Act of 19 November 2009.
- 2. The Organiser reserves the right to modify the provisions hereof for important reasons unknown on the date of the announcement hereof, in particular in order to ensure the proper conduct of the Competition (including the Programme) or in the event of a change to applicable legislation, a change to the type and scope of services offered by the Organiser, a change to terms and conditions of their provision, including a change to the procedure for the purchase of Activities. A change hereto occurs when the new content hereof is posted on the website https://pfrsa.pl/szkolapionierow.html or https://pfrsa.pl/en/pfr-school-of-pionieers.html. If the change hereto occurs after the first stage of the preliminary part of the Competition, the Participant Candidates or Participants, respectively, will be notified of the change hereto by email at least seven (7) days in advance. The Participant Candidates have an indefinite right to withdraw from the Competition.
- 3. In matters not covered hereunder, the applicable provisions of Polish law apply accordingly.
- 4. Disputes related to and arising from the Rules and Regulations will be resolved by a court of competent jurisdiction.
- 5. The Organiser will endeavour to resolve any disputes related to and arising from these Rules and Regulations amicably.
- As for the Participant Candidates and Participants, it is possible to resolve disputes that arise electronically via the European Union's online ODR platform (platform address: <u>http://ec.europa.eu/consumers/odr/)</u>, which allows for the submission of complaints and claims.
- 7. The Participant Candidates and Participants are also entitled to seek the assistance of a consumer ombudsman or non-governmental organisations acting on behalf of consumers, and may also apply to the permanent amicable consumer court operating at the Provincial

Inspectorate(s) of Trade Inspection (address of the website providing detailed information on this subject: <u>www.uokik.gov.pl</u>).

- 8. Information about the Competition (and the Programme) is provided by Polski Fundusz Rozwoju S.A. as the Organiser telephone +48 800 800 120 or +48 22 703 43 00, e-mail: <u>startup@pfr.pl</u>.
- 9. The Rules and Regulations in the version currently applicable are available at: https://pfrsa.pl/szkolapionierow.html or https://pfrsa.pl/en/pfr-school-of-pionieer <u>s.html</u> in such a manner that they can be stored and reproduced several times in the ordinary course of business.
- 10. The Organiser is not bound by any of the codes of good practice referred to in Article 2(5) of the Act of 23 August 2007 on counteracting unfair market practices.
- 11. The following annexes form an integral part of the Rules and Regulations:
- 1) Annex 1 Scoring criteria for the evaluation of teams during the Demo Day and Final Gala.
- 2) Annex 2 Information obligation concerning the processing of personal data,
- 3) Annex 3 Grant Agreement (model) with annex,
- 4) Annex 4 Model declaration of withdrawal.

Scoring criteria for the evaluation of teams during the Demo Day and Final Gala.

Criterion	1. Substantive	1. Substantive value of the project (0-9)			2. Business value of the project (0-9)		
Aspect assessed	Degree of innovation of the solution (0-3)	Presentation of the needs and problems addressed by the proposed solution (0- 3)	Provision of a complete and understandable description of the solution and its basic functionalities (0-3)	Identification of the solution's target market and its specifics (0-3)	Identification of how to generate revenue from the solution and how to scale and expand into other markets (0-3)	Proposal for the composition of the team dedicated to the implementation of the project – from the point of view of posts and competences (0-3)	
0 points	The solution duplicates those already available on the market	The team did not present the problem it addresses	The team did not provide a description and functionality of the solution	The team did not present a target market	The team did not specify how revenue would be generated	The composition of the team was not provided	
1 point	The solution largely duplicates those available on the market	The description of the problem is understandable	The description of the solution is understandable	The target market is presented in general terms	The business model requires significant changes to revenue generation	The composition of the team was presented, but it does not have the competence to implement the project	
2 points	The solution has some competitive advantages	The description of the problem is understandable to the extent that a deeper market analysis is required (the problem is presented as incomplete)	The description of the solution is understandable to the extent that its functionality needs to be clarified	The definition of the target market indicates the understanding of its specifics	The business model needs minor changes for revenue generation, scaling and expansion	The team has the core competencies to implement the project	

3 points	The solution has no	The team presented a	The description of the	The definition of the	The business model	The team is
	competition (blue	problem indicating its	solution is complete	target market	enables revenue	additionally aware
	ocean) or is	understanding	and understandable	indicates an in-depth	generation, easy	of the need to
	particularly	preceded by		understanding of its	scalability and	acquire additional
	innovative	quantitative or		specifics	expansion	competences (e.g.
	compared to the	qualitative analysis				extension of the
	competition					team, advisory
						board) and has
						specific plans to do
						SO

Criterion	3. Quality and presentation of the	prepared presentation (0-6)	4. Answer to the question asked by the Committee (0-6)		
Aspect assessed	Quality of the presentation prepared (0-3)	Quality of the oral presentation (0-3)	Relevance of the answer (0-3)	How to solve the problem presented by the Committee (0-3)	
0 points	The team did not provide a presentation or it is unclear	The speaker did not discuss the presentation (did not know the content of the presentation)	The team did not give an answer	The team did not propose a solution	
1 point	The presentation includes the basic elements of a pitch deck with graphical elements (diagrams / designs / photographs)	The speaker reads the content of the presentation from slides or uses keywords	The team gave an evasive answer	The team proposed a solution indicating gaps in the understanding of the problem	
2 points	The pitch deck presentation includes a coherent layout	The speaker discussed the presentation with elements of storytelling	The team gave an accurate answer using the data from the presentation	The team proposed a relevant solution to the extent that could be implemented partly	
3 points	The pitch deck presentation includes a coherent layout in high quality or interactive elements	The speaker discussed the presentation in the form of coherent and engaging storytelling	The team gave an accurate answer extending the data from the presentation	The team proposed a relevant and creative solution to the extent that could be implemented	

INFORMATION OBLIGATIONS CONCERNING THE PROCESSING OF PERSONAL DATA

In accordance with Article 13 of the 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), we would like to inform you of what follows:

1. DATA CONTROLLER

The Controller of your personal data is Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, hereinafter referred to as the "Controller."

2. CONTACT DETAILS

In matters related to the processing of your personal data and your related rights, you can contact the Controller by e-mail to: <u>iod@pfr.pl</u> or in writing to the address of the Controller's registered office indicated in Section 1 above.

3. PURPOSES OF AND LEGAL BASIS FOR PROCESSING

Your data will be processed for the purpose of registration and participation in the competition pursuant to:

- a) Article 6(1)(a) GDPR in relation to Article 81 of the Act of 4 February 1994 on Copyright and Related Rights consent of the data subject for image processing;
- b) Article 6(1)(b) GDPR when the processing is requisite for the performance of an agreement to which the data subject is a party. Conclusion of the agreement occurs by sending the Application Form in accordance with the Rules and Regulations,
- c) Article 6(1)(f) GDPR, for the purposes of the legitimate interests pursued by the controller, in particular for handling complaints, as mentioned in § 11 of the Rules and Regulations, handling registrations and communications, as well as the defence against potential claims.

4. RETENTION PERIOD

Your personal data will be stored until the legal basis for its processing expires.

5. DATA RECIPIENTS

The recipients of your personal data may be authorised public authorities and entities providing services to the Controller under agreements executed.

6. DATA TRANSFER OUTSIDE THE EEA

Your personal data will not be transferred to recipients located in countries outside the European Economic Area.

7. RIGHTS OF THE DATA SUBJECT

You have the right to:

a) access your personal data and request a copy thereof,

- b) rectify your personal data,
- c) transfer your personal data,
- d) request that the processing of your data be restricted,
- e) have your data erased if no other purpose of the processing is pursued
- f) withdraw your consent to data processing, which does not, however, affect the compatibility of the processing on the basis of such a consent.

To the extent that the processing of your personal data is based on your consent as the data subject, you have the right to withdraw your consent at any time without affecting the lawfulness of the processing on the basis of your consent prior to its withdrawal.

To the extent that the processing of your personal data is based on a legitimate interest of the Controller, you have the right to object to the processing of your personal data.

In order to exercise the rights mentioned above, do not hesitate to contact the Controller. The Contact details are indicated in Section 2 above.

8. RIGHT TO LODGE A COMPLAINT

You also have the right to lodge a complaint to the supervisory authority, i.e. the **President of** the **Office for Personal Data Protection**, ul. Stawki 2, 00-193 Warsaw

9. INFORMATION ON AUTOMATED DECISION-MAKING, INCLUDING PROFILING

Your personal data, will not be processed by automated means, including profiling.

Annex 3

Grant Agreement (model) with annex

Grant agreement

executed on ______ in Warsaw

by and between:

Polski Fundusz Rozwoju Spółka Akcyjna, with its registered office in Warsaw, ul. Krucza 50 (00-025 Warsaw), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 12th Economic Division of the National Court Register under KRS: 0000466256, with a share capital of PLN 11,475,907,779.00 (fully paid up), NIP: 7010374912, REGON: 146615458 (hereinafter referred to as "**PFR**"), represented by:

and

____, residing at _____

____, residing at _____

(hereinafter collectively referred to as the "Laureates");

collectively referred to as the Parties or individually as a Party;

Whereas:

1) PFR is the organiser of the 6th iteration of the "PFR Pioneers' School" competition (the "Competition");

2) The Laureates are to be granted the Financial Reward in the form of a grant for taking no. ___ place in the ranking of projects at the Final Gala of the Competition;

3) In accordance with § 9(1) of the Rules and Regulations of the "PFR Pioneers' School," the 6th Iteration and the Laureates will execute the Grant Agreement;

The parties are willing to enter into the following agreement (the "Agreement"):

§ 1

1. PFR agrees to pay the Laureates the financial reward in the form of a grant ("**Financial Reward**") for taking no. ____ place in the ranking of projects at the Final Gala under the terms and conditions set out in the "Rules and Regulations of the PFR Pioneer's School" 6th Iteration and in this Agreement.

2. The Laureates jointly and severally undertake to comply with the provisions of the Agreement.

3. Each of the Laureates will receive a Financial Reward (hereinafter referred to as the "Financial Reward") in the amount of PLN ______ (say: PLN ______) with the stipulation that PFR, as the payer of the 10% flat-rate income tax on natural persons from the rewards granted in the Competition pursuant to Article 41(4) of the Act of 26 July 1991 on Personal Income Tax, will deduct the amount due from the Financial Reward and transfer it to the appropriate Tax Office as tax referred to in Article 30(1)(2) of the aforementioned Act, to which each Laureate agrees.

4. Together with the payment of the respective parts of the reward in the manner described in § 2, the Laureate will confirm their receipt by sending to the e-mail address: ______ scans of the relevant confirmations.

§ 2

1. The Financial Reward will be paid to the Laureates as follows:

1) The first part of the reward representing 50% of the Financial Reward will be paid upon demonstration of the fulfilment of Milestone 1: _____(content of the milestone):

- Action 1,
- Action 2,
- Action 3,
- Action 4,

The document confirming the fulfilment of the Milestone will be _____ (accounting invoices, a report generated from social media and a copy of the letter of intent from the investor, etc.).

2) The second part of the reward representing 50% of the Financial Reward will be paid upon demonstration of the fulfilment of Milestone 2: ______ (content of the milestone):

- Action 1,
- Action 2,
- Action 3,
- Action 4,

The document confirming the fulfilment of the Milestone will be _____ (accounting invoices, a report generated from social media and a copy of the letter of intent from the investor, etc.).

2. Upon the positive verification of the fulfilment of the Milestone by the PFR, the Laureates will receive the reward within fourteen (14) days of the declaration of acceptance of the reward.

3. The Laureates indicate the bank account number for the transfer of tranches of the Financial Reward:

- Full name, account number ______
- Full name, account number ______,

4. The Laureate(s) may not, without the prior written consent of the PFR, under pain of nullity, transfer the rights or obligations hereunder to a third party.

§ 3

- PFR would like to inform you that it is the controller of the Laureates' personal data within the meaning of Article 4(7) of 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) ("GDPR").
- 2. Information on how the Laureates' personal data will be processed in relation to the performance of the Agreement is set out in Annex 1 hereto.

3. In the context of the implementation hereof, there are no prerequisites requiring the execution of a separate agreement for the entrustment of personal data processing.

§ 4

 Declarations, notices, summons and submissions related to the performance of the Agreement, which are not required hereunder and under generally applicable legal provisions to be made in writing may be made by and between the Parties in documentary form using the Parties' e-mail boxes. For the purposes of the communication referred to in the preceding sentence, the Parties below provide the e-mail addresses of their coordinators:

(a) on the part of PFR: _____, e-mail: _____@pfr.pl

(b) on the part of the Laureates: _____, e-mail: _____,

____, e-mail: _____

2. The Parties undertake to notify any change of the coordinator, correspondence address and e-mail address. A change of addresses of a Party is effective from the date of the effective delivery of notice of such a change to the other Party and does not require an amendment hereto. Failure to notify the change will result in the letter being deemed to have been delivered to the previous address.

§ 5

- 1. The Agreement enters into force on the date of signature by the last of the Parties.
- 2. Matters not provided for herein are governed by generally applicable provisions of Polish law.
- 3. The Parties will use their best endeavours to resolve any disputes that may arise in relation to the implementation hereof by mutual agreement and understanding. In the event that a dispute arising cannot be resolved in the manner set out above, it is to be dealt with by the competent Polish common court.
- 4. Any amendments hereto must be made in writing or will be null and void otherwise.
- 5. The Agreement has been drawn up in three (3) counterparts, one for each Party.
- 6. The following annexes form an integral part hereof:
 - 1) Information obligation concerning the processing of personal data.

Laureates

PFR

Annex 1 to the Grant Agreement (model)

INFORMATION OBLIGATIONS CONCERNING THE PROCESSING OF PERSONAL DATA

In accordance with Article 13 of the 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) ("GDPR"), we would like to inform you that:

1. DATA CONTROLLER

The Controller of your personal data is **Polski Fundusz Rozwoju S.A.**, with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, hereinafter referred to as the "Controller."

2. CONTACT DETAILS

In matters related to the processing of your personal data and your related rights, you can contact the Controller by e-mail to: **iod@pfr.pl** or in writing to the address of the Controller's registered office indicated in Section 1 above.

3. SCOPE OF PERSONAL DATA PROCESSED

Your personal data will be processed within the following scope:

- full name;
- bank account number;
- residence and mailing address;
- e-mail address;
- PESEL of the authorised person to whose account the funds will be transferred.

4. PURPOSES OF AND LEGAL BASIS FOR PROCESSING

Your data will be processed pursuant to:

- d) Article 6(1)(b) GDPR when the processing is necessary for the performance of an agreement to which the data subject is a party,
- e) Article 6(1)(c) GDPR when processing is necessary for the fulfilment of a legal obligation incumbent on the controller, including obligations under the Accounting Act
- f) Article 6(1)(f) GDPR, for purposes arising from the legitimate interests pursued by the controller, and in particular for business contacts.

5. DATA RETENTION PERIOD

Your personal data will be stored until the legal basis for its processing expires.

6. DATA RECIPIENTS

The recipients of your personal data may be authorised public authorities and entities providing services to the Controller under agreements executed.

7. DATA TRANSFER OUTSIDE THE EEA

Your personal data will not be transferred to recipients located in countries outside the European Economic Area.

8. RIGHTS OF THE DATA SUBJECT

You have the right to:

(a) access your personal data and request a copy of thereof,

- (b) rectify your personal data,
- (c) request the restriction of the processing of your data,

(d) transfer your personal data,

(e) delete your data if no other purpose of the processing is pursued

To the extent that the processing of your personal data is based on a legitimate interest of the Controller, you have the right to object to the processing of your personal data.

In order to exercise the rights mentioned above, do not hesitate to contact the Controller. The Contact details are indicated in Section 2 above.

9. RIGHT TO LODGE A COMPLAINT

You also have the right to lodge a complaint to the supervisory authority, i.e. the **President of** the **Office for Personal Data Protection**, ul. Stawki 2, 00-193 Warsaw

10. INFORMATION ON AUTOMATED DECISION-MAKING, INCLUDING PROFILING

Your personal data, will not be processed by automated means, including profiling.

Annex 4

MODEL WITHDRAWAL FORM

(this form must be completed and returned only if you wish to withdraw from the agreement)

- Addressee: Polski Fundusz Rozwoju S.A., with its registered office in Warsaw, ul. Krucza 50, 00-025 Warsaw, e-mail: <u>startup@pfr.pl</u>

- I/We^(*) hereby give notice^(*) of my/our withdrawal from the agreement of sale of the following goods^(*) / agreement for the supply of the following goods^(*) / agreement for the provision of the following services^(*)

- Date of entering into the agreement^(*)/receipt^(*)

- First and last names of consumer(s)

- Address of consumer(s)

- Bank account number for refund (**)
- Signature of consumer(s) (only if the form is sent on paper)
- Date

^(*) Delete as appropriate.

^(**) if the consumer does not provide an account number for the refund, the refund will be made to the bank account from which the payment was made[.]