

## Annex 4 to the Agreement



### GENERAL TERMS AND CONDITIONS OF COOPERATION ORLEN SKYLIGHT ACCELERATOR

These General Terms and Conditions of Cooperation with the Principal, together with all appendices hereto (the "GTCC"), form part of the Agreement between the Parties.

#### DEFINITIONS AND INTERPRETATION

The following capitalised terms used in the Agreement or these GTCC (whether in singular or in plural) shall have the meanings given to them below, unless expressly stated otherwise:

Acceleration	shall mean an individual action plan for the Start-up under the Programme, agreed by the Parties in the Implementation Plan, with its start date being the date of the Acceleration Agreement;
Entities of the Energa Group	Energa S.A. and entities directly and indirectly dependent on Energa S.A. within the meaning of the Act of September 15, 2000, Code of Commercial Companies; The Entities of Energa Group belong to the ORLEN Capital Group for which the dominant entity is PKN ORLEN S.A.;
Milestone	shall mean the results of a particular phase of the Acceleration or work carried out as part of the Acceleration, as defined by the Parties in the Implementation Plan;
Operator	shall mean the entity responsible for some operational aspects of the Acceleration; The Operator shall be Rebels Valley Sp. z o. o., with its registered office at Chmielna Street No 2/31, Warsaw, Poland, Tax Identification Number (NIP) 5222962340, entered in the business register of the National Court Register conducted by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000366597;
Implementation Plan (Plan)	shall mean the document setting out the timeline and terms under which the Acceleration is to be carried out, including in particular its detailed

budget and Milestone metrics; The Plan is attached as an appendix to the Agreement;

Product	shall mean an innovative solution offered by the Start-up that meets the technological or business needs of an Entity of Energa Group, developed under the Acceleration Program in accordance with the Implementation Plan, addressing a selected Call, as defined in the Implementation Plan;
Acceleration Programme (Programme)	shall mean the Orlen Skylight Accelerator programme organised by PKN ORLEN S.A. aimed to increasing the innovativeness of the entities of ORLEN Capital Group by enabling Start-ups operating in areas of new technologies to present their Products and their possible implementation in these entities;
Report	shall mean a document summarising the work performed by a Start-up to deliver a Milestone;
Rules	shall mean the Rules of the Programme;
GDPR	shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 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;
Force Majeure	shall mean any event that could not have been reasonably foreseen with the exercise of due diligence required in professional relations, caused by forces external to the Parties, which could not have been prevented by them acting with due diligence;
Start-up (Contractor)	shall mean an entity with which an Entity of the Energa Group has entered into the Acceleration Agreement; The Start-up may be an entity registered in Poland, in the register of businesses or associations or of other social and professional organisations, foundations and public health care establishments of the National Court Register (KRS) or the Central Business Register and Information Service (CEIDG) (a "Domestic Start-up"), or an entity registered outside of Poland (a "Foreign Start-up");
Parties	shall mean the Start-up and an Entity of the Energa Group or an ORLEN Group company;
Participant	shall mean an employee of the Start-up or an individual providing work for the Start-up under a contract other than an employment contract, who participates in the Acceleration;
Improvement	shall mean an expansion or advancement of the Product developed in the course of the Acceleration;

Acceleration Agreement (Agreement) shall mean the agreement between the Start-up and an Entity of Energa Group.

Works shall mean all materials, in particular the Report, documenting the course of Acceleration provided to an Entity of Energa Group as well as other dedicated materials clearly indicated in the Acceleration Agreement (presentations, reports, photos, audio-visual materials etc.) including software that will be produced by Start-up or on its behalf for an Entity of Energa Group under the Acceleration and will constitute a work within the meaning of the provisions of the Act of February 4, 1994 On copyright and related rights;

## **1. AGREEMENT EXECUTION**

- 1.1. The Parties shall enter into the Agreement in writing. Execution of the Agreement shall signify acceptance of any amendments or additions made to the Start-up's proposal by an Entity of the Energa Group and shall signify execution of the Agreement on the terms and conditions set out in the appendices thereto and these GTCC.
- 1.2. In particular, the Agreement shall specify: the Product, scope of cooperation between the Parties, expected outcomes of the cooperation, consideration amount, settlement method, deadline for and/or schedule of the Acceleration, selected terms of commercial cooperation, and persons participating in the Acceleration on the Start-up's side.

## **2. OBLIGATIONS OF THE PARTIES**

- 2.1. an Entity of the Energa Group agrees to:
  - 2.1.1. provide the Start-up with necessary mentoring support.
  - 2.1.2. provide the Start-up with access to an Entity of the Energa Group's necessary infrastructure to the extent specified in the Plan.
  - 2.1.3. cooperate with the Start-up for the purposes of performing the Agreement within the time frame and to the extent specified in the Plan.
- 2.2. The Start-up agrees to:
  - 2.2.1. carry out the Acceleration in accordance with the Plan and applicable national and European Union laws, including, without limitation, the GDPR.
  - 2.2.2. closely cooperate with an Entity of the Energa Group in order to perform the Agreement, including by participating in meetings and other events pertaining to the Acceleration, as required by PKN ORLEN S.A. or an Entity of the Energa Group.
  - 2.2.3. properly and timely deliver the Milestones.
  - 2.2.4. inform an Entity of the Energa Group of any circumstances preventing or significantly hindering the delivery of a Milestone or participation in meetings and other events pertaining to the Acceleration, as required by PKN ORLEN S.A. or an Entity of the Energa Group.
  - 2.2.5. prepare Reports documenting the delivery of Milestones.



remedy such non-performance or improper performance of the Agreement. If the Start-up fails to comply with the time limit set by an Entity of the Energa Group or if its obligations cannot be performed, an Entity of the Energa Group may terminate the Agreement with immediate effect.

### **3. REPRESENTATIONS BY THE PARTIES**

#### **3.1. The Parties represent that:**

- 3.1.1. the Agreement does not constitute and should not be construed as a memorandum of association of a civil-law partnership, joint-venture or another partnership or company recognised under Polish law.
- 3.1.2. they confirm that the Non-Disclosure Agreement (a copy of which is attached as Appendix 3 to the Agreement) remains binding and constitutes an obligation of the Parties to keep confidential all information obtained by the Parties in the course of their cooperation and performance of the Agreement.

#### **3.2. The Start-up represents that:**

- 3.2.1. it satisfies all the conditions required to participate in the Acceleration and all its representations made in connection with joining the Programme have been and remain true.
- 3.2.2. it has all rights and powers to enter into the Agreement and its execution will not infringe upon the rights of any third parties.
- 3.2.3. it is licensed to conduct the business activities required for the performance of the Agreement.
- 3.2.4. it has adequate technical, organisational and personnel resources to ensure proper performance of the Agreement.
- 3.2.5. it confirms that each Participant:
  - 3.2.5.1. works for the Start-up under a contract of employment or other relationship governed by a civil law contract whose provisions ensure proper performance of the Agreement, particularly the relevant obligations pertaining to intellectual property.
  - 3.2.5.2. has received a GDPR privacy notice, which fulfils the obligation of an Entity of the Energa Group, as a personal data controller, to provide relevant information.
- 3.2.6. The above representations shall remain valid for the entire Acceleration period or such other periods that may be specified in the Agreement.

### **4. CONSIDERATION; COSTS AND EXPENSES**

- 4.1. The Start-up may also receive cash consideration for delivery of Milestones, as agreed in the Agreement.
- 4.2. The detailed scope of the cash consideration from an Entity of the Energa Group along with relevant amounts and payment due dates, is set out in the Plan.

### **5. PAYMENT TERMS FOR AN ENTITY OF THE ENERGA GROUP**

- 5.1. The Start-up shall issue invoices on the basis of Acceptance Reports referred to in Section 7.1 hereof. Payments due under the Agreement shall be made by an Entity of the Energa Group to the Start-up's bank account stated in the invoice within 30 (thirty) days of receiving a correctly rendered invoice by an Entity of the Energa Group.
- 5.2. If the Agreement is concluded with a Domestic Start-up in a currency other than PLN: The amount due shall be equivalent to the amount stated in the Plan in the foreign currency translated into PLN at the exchange rate specified in Art. 31a of the Value Added Tax Act of March 11th 2004 (consolidated text: Dz. U. of 2021, item 685, as amended) (the "VAT Act"), namely the mid-exchange rate quoted by the National Bank of Poland for the day preceding the date of sale, plus VAT (the exchange rate and the exchange rate table should be stated in the invoice).
- 5.3. The consideration specified in the Plan shall be a VAT-exclusive amount. In each invoice issued by a Domestic Start-up, the consideration shall be increased by VAT at the applicable rate. A Foreign Start-up shall not charge its domestic VAT or any other tax of a similar nature, subject to the following provisions.
- 5.4. An invoice including the following details of an Entity of the Energa Group:  
number of the Acceleration Agreement  
MPK (Cost Centre) code of the ordering unit stated in the Agreement  
and sent by registered mail with a return receipt in an envelope annotated "invoice" to the address of the Entity of the Energa Group  
shall be deemed delivered to an Entity of the Energa Group on the date stated on the return receipt. Subject to the following paragraphs, if the Agreement is performed by a Start-up with its registered office outside of Poland, the invoice must also contain the following annotation: "The place of supply of services is the territory of Poland, and the entity liable for payment of Value Added Tax (VAT) is an Entity of the Energa Group".
- 5.5. an Entity of the Energa Group agrees to receiving invoices in electronic form in accordance with the arrangements concerning electronic submission of invoices signed by the Start-up.
- 5.6. an Entity of the Energa Group represents that it is an active VAT payer and holds a Tax Identification Number as referred in the Agreement. For the purposes of transactions with a Foreign Start-up, an Entity of the Energa Group represents that it is a taxpayer registered for VAT purposes in the territory of Poland and holds a European Tax Identification Number (EU VAT Number) as referred in the Agreement.
- 5.7. A Domestic Start-up represents that it is an active VAT payer and holds a Tax Identification Number (NIP), to be provided to an Entity of the Energa Group for the purposes of the Agreement / or it is a taxpayer exempt from VAT, which it shall confirm before an Entity of the Energa Group prepares the Agreement. A Foreign Start-up that has established its business or has a fixed establishment in the territory of the EU represents that it is a registered VAT payer and holds a European Tax Identification Number (EU VAT Number), to be provided to an Entity of the Energa Group for the purposes of the Agreement.
- 5.8. The date of payment shall be the date of debiting an Entity of the Energa Group's bank account.

- 5.9. If a copy of an invoice archived by a Domestic Start-up contains data different from the data stated in the original invoice provided to an Entity of the Energa Group, or is incorrect due to formal, legal or technical reasons, the Domestic Start-up shall indemnify an Entity of the Energa Group against any loss or damage arising as a result of determination of any tax liability, including any penalties and interest imposed on an Entity of the Energa Group by the competent tax authorities, in the amounts determined pursuant to the relevant decision of the tax authorities. The provisions set forth above shall also apply if a Domestic Start-up issues an invoice to an Entity of the Energa Group without being entitled to do so.
- 5.10. In the case of a Foreign Start-up, an Entity of the Energa Group may deduct from any payments due to that Foreign Start-up any income tax payable in Poland (“withholding tax”) that it is required to withhold under Polish law. In order to apply an exemption from or a reduced rate of withholding tax provided for in the applicable and binding double taxation treaty concluded between Poland and the country of residence (tax residence) of the Start-up, the Start-up shall deliver to an Entity of the Energa Group, with the first invoice but in any case no later than 7 (seven) business days before the due date of the first payment, the original or a copy certified as a true copy by a notary public of its valid certificate of residence (i.e. a certificate of tax residence of the Start-up, issued by the competent tax administration authorities). If the Start-up fails to deliver the certificate of residence within the time limit specified in the preceding sentence, an Entity of the Energa Group may deduct withholding tax in the amount calculated in accordance with the Polish tax law from a payment made to the Start-up.
- 5.11. In order to apply an exemption from or a reduced rate of withholding tax provided for in the relevant binding double taxation treaty with respect to Foreign Start-ups that are not payers of income tax (including but not limited to partnerships), a Foreign Start-up shall deliver, with the first invoice but in any case no later than 7 (seven) business days before the due date of the first payment, the original of a valid certificate of residence of each of its partners/owners. If the Start-up fails to deliver the certificate(s) of residence within the time limit specified in the preceding sentence, an Entity of the Energa Group may deduct withholding tax in the amount calculated in accordance with the Polish tax law from a payment made to the Start-up. A Foreign Start-up that is not a payer of income tax shall also present a list of all its partners entitled to such payments, specifying the allocation key to be used to allocate such payments among its partners/owners.
- 5.12. For each subsequent payment to the Start-up, an Entity of the Energa Group shall apply the exemption or reduced withholding tax rate provided for in the relevant binding double taxation treaty only if it holds the original of a valid certificate of residence of the Start-up or a copy thereof certified by a notary public (in the case referred to in Section 5.9. above) or originals of valid certificates of residence of its partners/owners (in the case referred to in Section 5.11. above).
- 5.13. A “valid certificate of residence” referred to in Sections 5.9., 5.10. above and 5.14. below shall mean (depending on the type of certificates issued by the country of residence of the Start-up or its partners/owners):
- 5.13.1. a certificate issued for the calendar year in which the payment is due, or

- 5.13.2. a certificate whose validity period includes the payment due date, or
  - 5.13.3. a certificate issued not earlier than 12 (twelve) months before the payment due date if it has not been issued for a specific calendar year and no validity period is stated therein.
- 5.14. In the event of any change in the data included in the certificate(s) of residence held by an Entity of the Energa Group and delivered by the Start-up (e.g., change of the Start-up's name, registered address, etc.), the Start-up shall immediately (and at any rate no later than before the next payment due date) deliver to an Entity of the Energa Group an updated valid certificate(s) of residence.
- 5.15. an Entity of the Energa Group assumes that the data included in the certificate of residence delivered by the Start-up is correct, accurate and true and that the certificate itself has been issued by competent authorities in accordance with applicable laws. If, as a result of any defects, errors, omissions or inaccuracies in the data included in the certificate, an Entity of the Energa Group is required to withhold tax on such payments or to remit withholding tax in excess of the amount withheld from the Start-up, or if any penalties, interest, sanctions, etc. are imposed on an Entity of the Energa Group as a result of withholding tax in an amount lower than actually due or as a result of not withholding any tax despite being obliged to do so, the Start-up shall reimburse an Entity of the Energa Group for such tax and any penalties, interest, sanctions, etc. that may be imposed on an Entity of the Energa Group by tax administration authorities.
- 5.16. By issuing an invoice, a Domestic Start-up represents that it is authorised to issue invoices in accordance with the tax law. The Domestic Start-up warrants, and shall be responsible for, the correct application of VAT rates, i.e. if the competent tax authorities challenge an Entity of the Energa Group's right to deduct any tax on the grounds that in accordance with applicable laws a transaction was not taxable or was exempt from tax, the Domestic Start-up, upon an Entity of the Energa Group's written request and within the time limit set therein, shall correct the relevant invoice and reimburse an Entity of the Energa Group for the resulting difference within 30 (thirty) days from the date of delivery of such request. If the Domestic Start-up refuses to issue a correction invoice (credit note), the Domestic Start-up agrees to reimburse an Entity of the Energa Group for the VAT amount challenged by the tax authorities, with such reimbursement to be made based on a debit note issued by an Entity of the Energa Group, within 30 (thirty) days of its delivery to the Domestic Start-up. In each case provided for above, the Domestic Start-up shall also reimburse an Entity of the Energa Group for any penalties, interest, sanctions and other charges incurred by an Entity of the Energa Group or imposed by the tax authorities, with such reimbursement to be made in the manner described in the preceding sentence.
- 5.17. The Domestic Start-up that is an active VAT payer agrees to maintain this status at least until the date when it issues the last invoice to an Entity of the Energa Group. If the Domestic Start-up is deleted from the VAT register on any of the grounds specified in the VAT Act, it shall be obliged to forthwith notify an Entity of the Energa Group of such deletion. If the Domestic Start-up fails to notify an Entity of the Energa Group of having been deleted from the VAT register as referred to in the preceding sentence, the provisions of Section 5.15 above shall apply accordingly, unless the



Domestic Start-up submits to an Entity of the Energa Group, within 30 days from becoming aware of having been deleted from the VAT register, documents evidencing that the Domestic Start-up has been re-entered in the register. Notwithstanding the provisions set forth above, the Domestic Start-up agrees to submit a valid official certificate evidencing that it is registered as an active VAT payer on or before the date of the Agreement. The Domestic Start-up agrees to attach to each invoice a printout of a communication evidencing that as at the invoice date it is registered as an active VAT payer. The Domestic Start-up may obtain a communication referred to in the preceding sentence through an electronic VAT payer status verification channel, which as at the Agreement date is the Tax Portal (*Portal Podatkowy*) of the Ministry of Finance.

- 5.18. The Start-up shall not transfer any claims, including any claims for payment of the consideration due for performing the Agreement, to any third parties without an Entity of the Energa Group's written consent.
- 5.19. Payments of invoices issued by the Domestic Start-up shall be made under the split payment regime only to a bank account indicated by the Start-up and included in the list of VAT payers maintained by the competent administration authority (the "White List").
- 5.20. If a payment cannot be made in the manner specified in Section 5.18 above due to the fact that the bank account number indicated by the Start-up is not entered in the White List, an Entity of the Energa Group may suspend such payment of the consideration to the Start-up. In such a case, the payment shall be made no later than within 7 (seven) business days following the date on which the Start-up notifies an Entity of the Energa Group that its bank account number has been entered in the White List.
- 5.21. The circumstances referred to in Section 5.20 shall release an Entity of the Energa Group from the obligation to pay default interest for the period between the payment due date specified in the Agreement and the date of actual payment made by an Entity of the Energa Group to the Start-up.
- 5.22. Pursuant to Art. 4c of the Act of March 8th, 2013, on Preventing Excessive Payment Delays in Commercial Transactions (Dz. U. of 2021, item 424, as amended), an Entity of the Energa Group represents that it has the status of a large undertaking.

## **6. INTELLECTUAL PROPERTY RIGHTS GENERAL PROVISIONS**

- 6.1. Before entering into the Agreement, the Start-up shall provide an Entity of the Energa Group with an exhaustive list of exclusive rights covering the Product (or information regarding protection afforded to the Product as know-how).
- 6.2. The Start-up shall not transfer any rights in the Product or Improvements to an Entity of the Energa Group unless otherwise agreed by the Parties in the Agreement.
- 6.3. Where the Acceleration requires creative contribution of an Entity of the Energa Group to an Improvement, the rights in the Improvement shall be jointly vested in the Start-up and an Entity of the Energa Group, in proportion to their respective creative contributions to the Improvement. In the case referred to in this Section 6.2, the Parties jointly holding the rights

in the Improvement shall execute, before entering into the Agreement, a separate agreement defining the joint right management rules.

- 6.4. The Start-up hereby warrants and represents that:
  - 6.4.1. it is entitled to dispose of the rights in the Product.
  - 6.4.2. during the Acceleration period it will hold all rights, including, without limitation, intellectual property rights, in the Improvement; 6.4.3 effective on or before the delivery of the Works to an Entity of the Energa Group, an Entity of the Energa Group shall hold all copyrights in the Works, and that the Works shall be free of any third-party rights and claims.
  - 6.4.3. use of the Product, Works and Improvements by an Entity of the Energa Group will not infringe any third-party rights.
- 6.5. If any third party raises any claims in relation to the use of the Product, Improvement or Work by an Entity of the Energa Group, an Entity of the Energa Group shall notify the Start-up of that fact and of such claims, and the Start-up shall take all necessary steps to settle the dispute, bearing any related costs. In particular, if any action is brought against an Entity of the Energa Group for infringement of any third-party rights, the Start-up agrees to join any such dispute if permitted by law and if an Entity of the Energa Group so requests and shall cover all reasonable costs related to the defence against claims, including court costs, legal costs, in particular the costs of legal representation, and settlement costs, as well as any costs necessary to redress the damage.
- 6.6. Pursuant to the Agreement, the Start-up shall transfer to an Entity of the Energa Group all copyrights in the Works, with no limitations as to time or territory, with respect to all fields of use known at the time of execution of the Agreement, particularly the fields specified in Section 6.7. and 6.8 below.
- 6.7. The copyrights shall be transferred with respect to all fields of use which are known on the date of executing the Agreement, including, without limitation:
  - 6.7.1. recording and reproduction – production of copies of the Works using all techniques, regardless of the standard and format of the recording and the carrier, and regardless of the size, form, technique, and cover.
  - 6.7.2. marketing.
  - 6.7.3. multiple entry into computer memory and computer networks, including in particular the Internet or databases.
  - 6.7.4. multiple public performance or playback, right to multiple combination with other works and artistic performances, shows, productions, for commercial and non-commercial use.
  - 6.7.5. use of the Works for promotional or marketing purposes.
  - 6.7.6. multiple displaying and screening.
  - 6.7.7. renting and lending.
  - 6.7.8. other multiple provision of access to the Works in any way so they can be accessed by everyone at the place and time of their choice.
  - 6.7.9. altering freely the content and form of the Works and disseminating such altered Works in any way and by any means.
  - 6.7.10. adapting the whole or any part of the Works and using such adaptations (derivative work) in the fields of use which are known at the time of executing the Agreement.

- 6.7.11. using the Works to perform further works, including scientific, structural engineering, construction, and process engineering-related works, as well as other works associated with the activities of an Entity of the Energa Group.
- 6.7.12. using the Works for the production, distribution, transport and sale of goods.
- 6.7.13. using the Works in any manner whatsoever before the Patent Office of the Republic of Poland or any other competent public authority, particularly in order to obtain a patent, utility model protection rights or rights in a registered industrial design.
- 6.8. With respect to the Works in the form of software, the transfer of the authors' economic rights (copyrights) to an Entity of the Energa Group shall cover the following fields of use:
  - 6.8.1. using, displaying, storing and transmitting by any means and in any form.
  - 6.8.2. permanent or temporary recording and reproduction of the software, in whole or in part, by any means and in any form, and using or disposing of copies of the software in any manner.
  - 6.8.3. translating, adapting, modifying the layout or content, compiling, decompiling, disassembling or making any other modifications to the software, including the making of adaptations, customisations and new versions of the software by the principal or any third parties.
  - 6.8.4. distributing the software and any copies thereof, including its versions modified in whole or in part by any means and in any form, including via the Internet and other ICT networks.
  - 6.8.5. marketing, lending, renting and licensing the software, or copies or modified versions thereof, in all the fields of use listed above.
- 6.9. The copyrights shall be transferred upon the transfer of each Work. In the event that the Agreement is terminated before a Work as a whole has been created, the Start-up shall transfer to an Entity of the Energa Group the copyrights at the stage of creation of the Work existing upon the termination, expiry, rescission or vitiation of the Agreement.
- 6.10. If new fields of use arise which were unknown at the date of execution of the Agreement or are not expressly listed in Section 6.7 or 6.8 of these GTCC, the Parties represent that it is their intention that an Entity of the Energa Group shall hold all and any rights for such fields of use as it holds for the fields of use listed in Section 6.7 and 6.8 above. If such need arises, the Start-up shall, at an Entity of the Energa Group's request, transfer all rights in the Works in respect of such new fields of use, in return for a separate consideration in the net amount of PLN 100 (one hundred zloty) for each new field of use, applicable to the same extent and on the same terms as specified in these GTCC for the fields of use named herein (unless the Parties agree otherwise in writing on pain of nullity). At an Entity of the Energa Group's request, the Start-up and an Entity of the Energa Group shall enter into such an agreement as specified in the preceding sentences within 14 (fourteen) days from the date of receipt of the request by the Start-up.
- 6.11. Along with the transfer of the authors' economic rights, the Start-up shall transfer to an Entity of the Energa Group, as the case may be, the exclusive right to exercise, and to permit third parties to exercise, derivative copyrights in the Works with respect to the fields of use acquired by an Entity of the Energa Group under the Agreement, and to exercise derivative rights to the extent specified in Section 6.7 and 6.8 of these GTCC. The right to exercise and permit third parties to exercise derivative copyrights may be transferred by an Entity of the Energa Group to other parties at its own discretion.

- 6.12. The Parties hereby agree that an Entity of the Energa Group, as the case may be, shall become the owner of any media containing the Works upon their delivery to an Entity of the Energa Group.
- 6.13. The Start-up agrees and warrants that the authors of the Works shall not exercise their moral rights in the Works for a period of 10 (ten) years from the date of their delivery to an Entity of the Energa Group. At the same time, the Start-up represents and warrants that the authors of the Work will authorise an Entity of the Energa Group and any third parties acting on their behalf to exercise the authors' moral rights on their behalf throughout the said period. After the lapse of the period specified above, the obligation not to exercise moral rights and the authorisation to exercise moral rights shall be extended for an indefinite period, with an option to terminate by giving two years' notice, with effect as of the end of a calendar year. The Start-up shall obtain written statements from the authors to the effect that they refrain from exercising their moral rights in the Works and authorise an Entity of the Energa Group and any third parties acting on their behalf to exercise such rights, on the terms and conditions stipulated above.
- 6.14. An Entity of the Energa Group, shall retain all rights to any materials made available by an Entity of the Energa Group to the Start-up during the Acceleration, and the Start-up may use such materials only in connection with its performance of the Agreement during the Acceleration and for 90 (ninety) days after completion of the Acceleration as well as during negotiations of a commercial cooperation agreement for the purpose of entering into such an agreement.

## **7. ACCELERATION PROCESS**

- 7.1. Upon completion of each Milestone, the Start-up shall prepare a Report outlining the work completed by the Start-up under that Milestone. The Report shall be accepted by an Entity of the Energa Group by an Entity of the Energa Group's representative signing an acceptance report (the "Acceptance Report").
- 7.2. An Entity of the Energa Group shall accept the Report as referred to above or submit its reservations in writing or by electronic mail within 14 (fourteen) days from the date when the Report is delivered to an Entity of the Energa Group, provided all the work assigned to the relevant Milestone in the Plan has been completed in accordance with the Agreement and the applicable laws and is free of any defects.
- 7.3. The Start-up shall respond to an Entity of the Energa Group's reservations within 14 (fourteen) days of their receipt. This procedure shall be repeated until all the work assigned to a Milestone in the Plan is completed in accordance with the Agreement and is free of any defects to an Entity of the Energa Group and the Acceptance Report is signed by an Entity of the Energa Group, unless an Entity of the Energa Group exercises its right provided for in Section 7.4 below (which may be exercised after the period of 14 (fourteen) days specified above).
- 7.4. If an Entity of the Energa Group submits any reservations to the Report and the Start-up fails to remedy the defects within 14 (fourteen) days, an Entity of the Energa Group may refuse to sign the Acceptance Report and may rescind the Agreement in whole or in part (at the sole discretion of an Entity of the Energa Group) without incurring any costs and with no obligation to pay the consideration in full or in part, as the case may be, unless an Entity of the Energa Group elects to accept the completed portion of the work. In such a case, the

Start-up shall be entitled to a part of the cash consideration, if provided for in the Agreement, that is proportionate to the properly performed work. The notice of rescission may be submitted by an Entity of the Energa Group within 2 (two) months after the time limit for remedying the defects has expired without them having been remedied.

## **8. AGREEMENT TERM AND TERMINATION**

- 8.1. The Agreement shall be concluded for the period of the Start-up's participation in the Acceleration, with the proviso that any provisions of the Agreement which establish the rights or obligations of the Parties for a longer term shall inure to, or be binding upon, a given Party during that longer term. This shall apply to disclosure and confidentiality clauses.
- 8.2. The Agreement shall come into force on the date of its signing by both Parties.
- 8.3. an Entity of the Energa Group may terminate the Agreement upon 30 days' notice without giving reasons for the termination, with effect as of the end of a calendar month. In the case referred to in this paragraph, an Entity of the Energa Group shall pay the cash consideration (if provided for in the Agreement) in an amount proportional to the scope of work actually and properly completed by the Start-up until the end of the notice period, starting from the date of receipt by the Start-up of the notice of termination of the Agreement, on the basis of a correctly rendered invoice, after signing of the Acceptance Report by the Parties.
- 8.4. The Agreement may be terminated with immediate effect for a good reason, namely:
  - 8.4.1.in the case of the Start-up:
    - 8.4.1.1. An Entity of the Energa Group fails to pay the cash consideration (if provided for in the Agreement) within the time limit specified in the Agreement, despite a written call for payment issued by the Start-up and the expiry to no effect of a period of at least 14 (fourteen) days from the date of receipt of the call for payment by an Entity of the Energa Group,
    - 8.4.1.2. the Start-up's confidential information has been disclosed.
    - 8.4.1.3. a Force Majeure event has lasted for more than 3 (three) months, preventing, or significantly hindering the Start-up's operations.
  - 8.4.2.in the case of an Entity of the Energa Group:
    - 8.4.2.1. the Product, Improvement or Work has legal or physical defects.
    - 8.4.2.2. the Start-up has breached the principle of confidentiality, including with respect to other participants of the Programme, violated any of the applicable laws, or compromised the reputation of an Entity of the Energa Group.
    - 8.4.2.3. the Start-up fails to participate in meetings or other events pertaining to the Acceleration as required by an Entity of the Energa Group.
    - 8.4.2.4. the Start-up has breached any rules concerning the protection or processing of personal data.
    - 8.4.2.5. circumstances exist that prevent proper implementation of the Plan by the Start-up and changing the Plan would be impossible or impracticable.
    - 8.4.2.6. the Start-up provided false representations or documents in order to qualify for the Programme or as part of the performance of the Agreement.
    - 8.4.2.7. the Start-up has breached any rules relating to security of an Entity of the Energa Group's ICT systems or other an Entity of the Energa Group's infrastructure.
    - 8.4.2.8. a Force Majeure event has lasted for more than 3 (three) months, preventing or significantly hindering an Entity of the Energa Group's operations.

- 8.5. A notice of termination (including pursuant to Section 8.3. and 8.4. above) shall be made in writing on pain of nullity.
- 8.6. In the cases referred to in Section 8.4.2 above, an Entity of the Energa Group may submit an earlier notice to the Start-up to restore the conditions consistent with the Agreement and set an additional time limit.
- 8.7. Termination or expiry of the Agreement shall not release any Party from its obligation to deliver on its commitments assumed during the term of the Agreement, as referred to in Section 3 of the Agreement and in Sections 2.2.6, 6.3, 6.5–6.14, 10.1–10.2, 11, 13, 15 and 17 of these GTCC. For the avoidance of doubt, this provision shall not apply to the obligation of the Parties to deliver the Plan.
- 8.8. If the Agreement is terminated for reasons attributable to the Start-up (in particular pursuant to Section 2.10. or 8.4.2. of these GTCC), an Entity of the Energa Group shall have the right to demand that the Start-up returns the cash consideration (if provided for in the Agreement) paid to the Start-up together with statutory interest, to the bank account indicated by an Entity of the Energa Group, within 14 (fourteen) days from the date of delivery of the relevant notice to that effect, unless an Entity of the Energa Group elects to accept the completed portion of the Agreement that has economic value to an Entity of the Energa Group. In such a case, an Entity of the Energa Group shall pay to Start-up the consideration in an amount that is proportional to the scope of accepted work.
- 8.9. an Entity of the Energa Group shall have the right to seek compensation from the Start-up in an amount higher than the amount returned by the Start-up if the termination of the Agreement entailed damage of a higher value suffered by an Entity of the Energa Group.
- 8.10. an Entity of the Energa Group shall not be held liable for any damage suffered by the Start-up due to termination of the Agreement on the grounds referred to in Section 8.3. and 8.4. of these GTCC.

## **9. PERSONAL DATA**

- 9.1. The Parties represent to have in place the procedures as well as physical, IT and organisational safeguards ensuring an adequate level of protection of the personal data processed by them.
- 9.2. an Entity of the Energa Group shall be the controller of personal data of the persons associated with the Start-up under any agreements or contracts whose data will be disclosed to an Entity of the Energa Group during the performance of the Agreement.
- 9.3. The Start-up undertakes to fulfil the obligation to provide relevant information under Article 14 of the GDPR to the data subjects referred to in Section 9.2 above on behalf of an Entity of the Energa Group, as per the notice attached as appendix to the Agreement, immediately but not later than within 30 (thirty) days from the date of the Agreement with an Entity of the Energa Group, in keeping with the principle of accountability.
- 9.4. If, in connection with the performance of the Agreement, it becomes necessary to entrust to third parties the processing of personal data within the meaning of the applicable personal data protection laws, the Parties shall enter into a separate agreement consistent with the form used by an Entity of the Energa Group prior to the commencement of processing of such data. Such agreement shall define the terms and conditions of protection and processing of personal data.

## **10. PROMOTIONAL AND INFORMATION ACTIVITIES**

- 10.1. In the event that, for the full and proper conduct of the Acceleration, it is necessary for an Entity of the Energa Group to use the image, voice or biographies of the Participants, the Start-up agrees to immediately obtain, at the request of an Entity of the Energa Group, written declarations from the Participants authorising an Entity of the Energa Group to use the Participants' image, voice or biographies for the period and purposes stated by an Entity of the Energa Group in the request, including, without limitation, for information, marketing and promotional purposes. If not stated otherwise in the request referred to in the preceding sentence, the manner in which the image, voice or biography of a Participant may be used and the permission to use the same shall cover displaying them to an indefinite number of recipients on any website, including social media, digital media and digital storage media.
- 10.2. The Start-up hereby grants perpetual and territorially unlimited consent to the use of its trademark, word mark, figurative mark or word/figurative mark and other marks by PKN ORLEN S.A. or an Entity of the Energa Group, as the case may be, in marketing or information materials relating to or connected with the Programme.
- 10.3. The Start-up agrees to obtain prior written consent of an Entity of the Energa Group before placing the company's name, trademark, or logo on its website, in the list of its business partners, brochures, advertisements and any other advertising and marketing materials. In such a case, the Start-up shall submit to an Entity of the Energa Group, together with the request for an Entity of the Energa Group S.A.'s consent, a draft version of the materials including such data. The consent shall be granted in the form of a written agreement of the Parties, specifying in particular the validity period of the consent and detailed terms and conditions of using the said property of an Entity of the Energa Group.
- 10.4. The Start-up also agrees to obtain prior written consent of an Entity of the Energa Group before communicating any information related to the Agreement to the mass media, including the press, radio, TV, and the Internet. In such a case, the Start-up shall submit to an Entity of the Energa Group, together with the request for an Entity of the Energa Group's consent, the contents of the information to be disclosed in such mass media. The consent shall be granted in the form of a written agreement of the Parties, specifying in particular the validity period of the consent and detailed terms and conditions of using the said property of an Entity of the Energa Group.
- 10.5. In the event of non-performance or improper performance of the obligations hereunder, an Entity of the Energa Group may claim payment by the Start-up of a contractual penalty of PLN 100,000.00 (one hundred thousand zloty) for any such breach. Payment of the contractual penalty referred to above shall be without prejudice to an Entity of the Energa Group's right to seek additional compensation in accordance with generally applicable laws if the amount of actual losses exceeds the contractual penalty set out herein.

## **11. LIABILITY**

- 11.1. The contractual and tort liability of an Entity of the Energa Group towards the Start-up and third parties for any damage related to the performance of the Agreement shall be limited to liability for any acts or omissions caused by wilful misconduct or gross negligence.

- 11.2. The Start-up shall be liable for non-performance or improper performance of the Agreement in accordance with generally applicable laws.
- 11.3. The Start-up shall be liable for non-performance or improper performance of its obligations under the Agreement up to the full amount of any damage or loss suffered by an Entity of the Energa Group.
- 11.4. In the event of any delay in delivering the Report, an Entity of the Energa Group may claim payment by the Start-up of liquidated damages equal to 0.2% of the (VAT-exclusive) consideration for each day of delay. The total amount of liquidated damages for late delivery may not exceed 100% of the (VAT-exclusive) consideration due for the performance of the entire Agreement.
- 11.5. The Start-up hereby authorises an Entity of the Energa Group to set off such liquidated damages against the amount of consideration due to the Start-up.
- 11.6. If the Start-up fails to perform the Agreement within the agreed time limit, an Entity of the Energa Group may rescind the Agreement without having to set an additional time limit for the Start-up to perform it.
- 11.7. Payment of liquidated damages shall be without prejudice to the right of an Entity of the Energa Group to seek compensation in accordance with generally applicable laws if the loss or damage actually suffered exceeds the amount of liquidated damages provided for in these GTCC. In the event of multiple breaches, liquidated damages shall be aggregated (i.e. they shall be cumulative).
- 11.8. The Start-up shall not be held liable if:
  - 11.8.1. an Entity of the Energa Group provides incorrect information for the purpose of performing the Agreement.
  - 11.8.2. an Entity of the Energa Group refuses to provide any information that is or may be relevant to the result of the Agreement performed by the Start-up (with the proviso that only information requested by the Start-up in writing shall be deemed relevant to the performance of the Agreement).
- 11.9. The Start-up shall satisfy any financial claims of third parties, including authors, engaged to perform the Agreement.
- 11.10. In particular, under the statutory warranty for legal defects, the Start-up warrants that the execution and/or performance of the Agreement shall result in no infringement of any third-party rights, and if any claims are raised against an Entity of the Energa Group, the Start-up shall indemnify an Entity of the Energa Group against any damage or loss arising therefrom, including any costs incurred by an Entity of the Energa Group, such as compensation and legal costs. The Parties agree that the indemnification against any damage, loss and costs, as referred to in the preceding sentence, shall be effective under the Agreement with no additional statements required to be made by the Parties, unless otherwise stipulated by applicable laws. The Start-up agrees to join any such dispute if permitted by law and if an Entity of the Energa Group so requests.
- 11.11. The provisions governing the statutory warranty for defects shall be without prejudice to the rights of an Entity of the Energa Group to pursue compensation claims, including recourse claims, arising as a result of infringement of third-party rights through the use by an Entity of the Energa Group or its assigns or licensees of the Agreement deliverables.
- 11.12. The Start-up represents that it holds a liability insurance policy, a copy of which is attached as appendix to the Agreement – copy of the Start-up's liability insurance policy.



11.13. In the event of non-performance or improper performance by the Start-up of its obligations under the Agreement resulting in the imposition of liquidated damages in accordance with this Section 11, an Entity of the Energa Group, before claiming liquidated damages provided for in the Agreement, may set an additional time limit of not more than 5 (five) business days for the Start-up to remedy such non-performance or improper performance of the Agreement.

## **12. FORCE MAJEURE**

12.1. Neither Party shall be liable for any non-performance or improper performance of the Agreement or for any loss or damage caused by Force Majeure.

12.2. The occurrence of Force Majeure, its adverse impact on the performance of the Agreement and the occurrence of a damage or loss must be proven by the Party invoking Force Majeure and acknowledged by the other Party.

12.3. Should the period of Force Majeure be longer than 2 (two) months, the Parties shall agree new terms of cooperation.

12.4. The Party that is prevented from performing its obligations due to Force Majeure shall:

12.4.1. promptly notify the other Party of the same, no later than within 7 (seven) days from the occurrence of such event.

12.4.2. provide reliable evidence in support of the foregoing.

12.5. The other Party should be notified that the Force Majeure has ceased as soon as practicable but, in any case, no later than within 7 (seven) days. Failure to comply with the above requirement shall result in the loss of the right to invoke Force Majeure.

12.6. Where Force Majeure is reasonably invoked and the Agreement may no longer be performed due to the Force Majeure event, an Entity of the Energa Group shall pay the Start-up (if the Agreement provides for a cash consideration) for its services provided up to the date of occurrence of the Force Majeure event, taking into account the settlement terms set forth in the Agreement.

## **13. PROTECTION OF INFORMATION (BUSINESS SECRETS)**

13.1. If the Parties have not entered into the Non-Disclosure Agreement referred to in Section 3.1.2. of these GTCC, the provisions of this Section 13 shall apply.

13.2. The Start-up shall keep confidential all information disclosed to it directly or indirectly by an Entity of the Energa Group (in any form, including, without limitation, oral, written or electronic form), as well as information otherwise obtained by the Start-up in the course of cooperation between the Parties, including in connection with the execution and performance of the Agreement, and relating directly or indirectly to an Entity of the Energa Group, companies of the ORLEN Group or their business partners; such information shall also include the contents of the Agreement. The Parties hereby acknowledge that any technical, technological, organisational or other information having economic value which, as a whole or in a particular combination or configuration, is not generally known to persons normally involved in this type of information or not easily accessible to such persons, with respect to which an Entity of the Energa Group, as an entity authorised to use and freely deal with such information, has taken steps, while exercising due care, to keep such information confidential, which has been provided by or on behalf of an Entity of the Energa Group or

otherwise obtained by the Start-up in the course of negotiation, execution and performance of the Agreement, shall be treated as business secrets within the meaning of the Fair Trading Act of April 16th 1993 ( "Business Secrets"), unless at the time when such information is provided, the disclosing party states in writing or by email that such information is of a different nature.

- 13.3. The obligation to keep confidential the information referred to in Section 13.2 above shall be understood by the Parties as the prohibition to use, disclose or provide such information in any way and to any third parties, except where:
  - 13.3.1. the disclosure or use of such information is required for the proper performance of the Agreement and is made in compliance with its provisions; or
  - 13.3.2. such information is already in the public domain at the time of its disclosure, and has been disclosed by an Entity of the Energa Group or with their consent, or otherwise through no action or omission that is contrary to the law or any agreement; or
  - 13.3.3. the Start-up is required to disclose such information by a court, another competent authority or by law, provided that the Start-up shall promptly notify an Entity of the Energa Group in writing of such requirement and the scope of information to be disclosed, and, if possible, shall give effect to recommendations of an Entity of the Energa Group as to the disclosure of such information, in particular regarding the submission of a request to withhold information from disclosure, or reasonability of lodging a relevant appeal or other equivalent legal remedy, and shall notify the court or the competent authority that the information to be disclosed has the status of confidential information; or
  - 13.3.4. an Entity of the Energa Group has given written consent for the Start-up to disclose or use such information for a specific purpose and in the manner specified by an Entity of the Energa Group.
- 13.4. The Start-up shall take such security measures and shall follow such procedures as are appropriate and sufficient to ensure that any Business Secret is processed in a secure manner and in particular in compliance with the Agreement and the law, so as to prevent any unauthorised use, provision or disclosure of, or access to such information. In particular, the Start-up shall not copy or record any Business Secret unless this is required for the proper performance of the Agreement by the Start-up. The Start-up shall promptly notify an Entity of the Energa Group of any breach of information confidentiality rules or any unauthorised disclosure or use of information that is deemed a Business Secret and is processed in connection with the performance of the Agreement.
- 13.5. The obligation to keep confidential all information referred to in Section 13.2 above shall also extend to the Start-up's employees and other persons, including in particular auditors, advisers and subcontractors, to whom the Start-up provides such information. The Start-up shall obligate such persons in writing to protect Business Secrets on terms and conditions at least as strict as those specified in the Agreement. The Start-up shall bear full liability for any actions or omissions by persons who have gained access to Business Secrets, including liability referred to in Section 13.9.
- 13.6. Whenever an Entity of the Energa Group so requests, the Start-up shall send to an Entity of the Energa Group, within five days, a list of persons and entities that have gained access to Business Secrets through the Start-up. Failure to do so shall be deemed unauthorised disclosure of Business Secrets, resulting in liability referred to in Section 13.9 of these GTCC.

- 13.7. The confidentiality obligation shall be binding during the term of the Agreement and for 10 (ten) years after its termination, expiry, rescission or vitiation. If, despite the expiry of the Business Secret protection period specified in the preceding sentence, such information continues to be protected under internal regulations or decisions of an Entity of the Energa Group, or pursuant to special provisions of law, an Entity of the Energa Group shall give written notice to the Start-up of the protection period being extended for a period specified by the Principal (which may not be longer than 10 years), to which the Start-up hereby consents. The notice referred to in the preceding sentence shall be given prior to the expiry of the 10-year protection period referred to in the first sentence of this paragraph, but not later than 10 business days before the obligation referred to above expires. The Parties agree that the obligation described in this paragraph shall apply regardless of the termination, expiry, rescission or vitiation of the Agreement.
- 13.8. No later than 3 (three) business days after the expiry of the protection period referred to in Section 13.7 above, the Start-up and all persons to whom the Start-up has disclosed Business Secrets shall return to an Entity of the Energa Group or destroy all materials containing such Business Secrets.
- 13.9. In the event of unauthorised use, provision or disclosure by the Start-up of any Business Secret, an Entity of the Energa Group/ORLEN Group company shall be entitled to claim payment by the Start-up of a contractual penalty equal to 100% of the VAT-exclusive consideration due to the Start-up for each instance of such unauthorised use, provision or disclosure of the Business Secret. Payment of the contractual penalty referred to above shall be without prejudice to the right of an Entity of the Energa Group to seek compensation in accordance with generally applicable laws if the loss or damage actually suffered exceeds the contractual penalty provided for in the Agreement. This provision shall be without prejudice to any other sanctions or rights of an Entity of the Energa Group company under applicable laws, including the Fair-Trading Act of April 16th 1993.
- 13.10. If it becomes necessary during the performance of the Agreement to give access or provide to the Start-up, in any form, any information that constitutes an Entity of the Energa Group's Company Secret, understood as a specially protected type of an Entity of the Energa Group's Business Secrets with respect to which special measures have been taken as specified in an Entity of the Energa Group's internal documents to keep it confidential, and whose use, provision or disclosure to unauthorised persons would seriously undermine or compromise an Entity of the Energa Group's interests, the Start-up shall promptly, prior to receiving and processing such information, sign an annex to the Agreement with an Entity of the Energa Group, which shall be consistent with an Entity of the Energa Group's internal documents, defining the terms and conditions of protection of an Entity of the Energa Group's Company Secret.
- 13.11. For the avoidance of doubt, the Parties acknowledge that regardless of the obligations set out in the Agreement the Start-up is also required to comply with additional requirements relating to the protection of specific types of information (such as personal data, inside information) arising from applicable laws.

#### **14. ANTI-CORRUPTION**

- 14.1. Each Party declares that, in connection with performing the Agreement, it shall exercise due diligence and comply with all applicable anti-corruption laws and regulations issued by the

competent authorities in Poland and in the European Union, both when acting directly and through its controlled or related entities.

- 14.2. Each Party further warrants that, in connection with performing the Agreement, it shall comply with all applicable internal regulations and requirements regarding the standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflicts of interest, offering and accepting gifts, as well as anonymous reporting and investigation of irregularities, both when acting directly and through its controlled or related entities.
- 14.3. The Parties warrant that, in connection with executing and performing the Agreement, neither Party nor any of its respective owners, shareholders, directors, executives, employees, subcontractors, or any other persons acting on their behalf, has made, offered, promised to make or authorised the making, and none of them shall make, offer, promise to make or authorise the making, of any payment or other transfer representing a financial gain or other benefit, directly or indirectly to any of the following persons:
- 14.3.1. any director, executive, employee or agent of the relevant Party or of any of its controlled or related entities.
- 14.3.2. any public official, understood as a person performing a public function within the meaning of the law of the country in which the Agreement is being performed or in which the Parties or any of their controlled or related entities have their registered offices.
- 14.3.3. any political party, member of a political party or candidate for a public office.
- 14.3.4. any agent or intermediary in exchange for a payment made to any of the persons listed above, or any other person or entity, in order to secure a decision, influence or action that could result in gaining any unlawful privilege or for any other improper purpose, if such action infringes or would infringe upon any anti-corruption laws and regulations issued by the competent authorities in Poland and in the European Union, either when acting directly or through their controlled or related entities.
- 14.4. The Parties shall immediately notify each other of any breach of this provision. At the written request of either Party, the other Party shall provide it with information and reply to all reasonable enquiries made by the other Party pertaining to the performance of the Agreement in accordance with this provision.
- 14.5. In order to duly perform the obligation, set out above, each Party declares that during the term of the Agreement it shall enable all persons acting in good faith to anonymously report any irregularities.
- 14.6. If any acts of corruption are suspected in connection with or for the purpose of performing the Agreement by any of the Parties' representatives, an Entity of the Energa Group reserves the right to conduct an anti-corruption audit of the Start-up to check its compliance with this provision, including, without limitation, to investigate any issues relating to such suspected act or acts of corruption.

## **15. DISPUTE RESOLUTION**

- 15.1. The Parties agree to resolve amicably any disputes arising from or in connection with the execution, breach, expiry, termination or invalidation of the Agreement.

- 15.2. If a dispute is not resolved amicably within 30 (thirty) days after a Party is called upon to reach such amicable resolution, the dispute shall be submitted to a common court competent for the seat of an Entity of Energa Group.
- 15.3. Pending resolution of the dispute, the Parties shall not disclose its causes to the media, or any third parties not legally involved in the dispute. The obligation specified in the preceding sentence shall not apply – in the case of an Entity of the Energa Group – to the ORLEN Group companies, and – in the case of both Parties – to any advisers, in particular legal advisers (who are under a statutory obligation to keep professional secrecy), whose services are used by a Party in relation to the dispute.

## **16. ICT SECURITY**

- 16.1. The Start-up undertakes to perform the Agreement in compliance with an Entity of the Energa Group's ICT security rules.
- 16.2. The Start-up shall have in place an ICT security policy expressly applicable to the services provided under the Agreement.
- 16.3. The Start-up shall ensure that the ICT infrastructure used in performing the Agreement is managed in accordance with the recognised best practice in ICT security.
- 16.4. Where a reasonable need arises, an Entity of the Energa Group shall grant access to an Entity of the Energa Group's ICT resources to authorised persons on the Start-up's side, subject to the terms and conditions set out in Appendix 1 to these GTCC.
- 16.5. The Start-up shall promptly notify an Entity of the Energa Group of any ICT security breach or incident that has occurred in connection with such access granted to an Entity of the Energa Group's ICT resources.
- 16.6. The Start-up shall be performing its obligations under the Agreement in such a manner as to prevent data confidentiality, integrity or availability from being compromised. Where the performance of the Agreement involves a risk of compromising such data security attributes, the Start-up shall notify an Entity of the Energa Group of such risk prior to commencing any work and shall enable an Entity of the Energa Group to take measures designed to ensure that those attributes are preserved.
- 16.7. With respect to matters referred to in this provision and the appendix, the Start-up shall be responsible for the consequences of any acts of its employees or third parties it has engaged to perform any activities for an Entity of the Energa Group to the same extent as for its own acts.
- 16.8. In order to grant remote access to an Entity of the Energa Group's ICT resources, a separate agreement shall be executed for the provision of remote access to such ICT resources.
- 16.9. If the Start-up breaches any ICT security rules, an Entity of the Energa Group may claim payment by the Start-up of a contractual penalty of PLN 100,000 (one hundred thousand zloty) for any such breach. The above right to claim the contractual penalty shall be without prejudice to an Entity of the Energa Group's right to seek additional compensation in accordance with generally applicable laws if the amount of actual losses exceeds the contractual penalty amount set out herein.

## **17. MISCELLANEOUS**

- 17.1. The Parties are and shall remain independent business partners. No provision of these GTCC and the Agreement shall be construed as establishing any partnership, joint venture or

agency relationship between the Parties or as granting exclusivity with respect to the performance of any work. Each Party shall be solely responsible for the payment of all remuneration due to its employees (in particular the Participants).

- 17.2. All notices and representations made by the Parties under the Agreement and related to the performance of the Agreement and these GTCC shall be delivered, in the prescribed form, to the contact addresses of the Parties specified in Section 4 of the Agreement ("Representatives").
- 17.3. All notices and representations of the Parties required to be made in writing under the Agreement shall be delivered to the registered office of the receiving Party in person against confirmation of delivery, by Poczta Polska registered mail or by courier service. A notice or representation shall be deemed duly given on the date when it is delivered in person against confirmation of delivery to the registered office of the receiving Party, or on the date stated on the return receipt if it is delivered by mail or by courier service.
- 17.4. Any notices and representations other than those referred to in Section 17.3 above may also be delivered by electronic mail to a Representative's email address, unless the Agreement provides for any restrictions in this respect. The Party receiving a notice or representation delivered in accordance with the preceding sentence should promptly confirm receipt of such notice or representation to the other Party.
- 17.5. The Parties agree to promptly notify each other, in writing or by electronic means, of any change in the contact details specified in Section 4 of the Agreement, failing which any notices and representations sent by the other Party to the previous address (i.e. the address specified in Section 4 of the Agreement or the address changed in accordance with the notification procedure defined in this Section) shall be deemed delivered (in the case of delivery by Poczta Polska postal service or courier service, upon the first attempted delivery). No such change in the Parties' contact details referred to shall require an amendment to the Agreement to be effective.