

ACCELERATION AGREEMENT

made on _____ in Warsaw, by and between:

.....
hereinafter referred to as "**Purchaser**", represented by:

_____-,

_____-

authorised to jointly represent **Purchaser**, as per the valid excerpt from the Business Register and powers of attorney attached as **Appendix 1a** hereto,

and

_____, with its registered office in _____, entered in the Business Register of the National Court Register by the District Court _____, _____ Commercial Division of the National Court Register, under No. KRS _____, Tax Identification Number (NIP) _____, with a share capital of _____, hereinafter referred to as the "**Start-up**", represented by:

_____-,

authorised to represent the Start-up, as per the printout equivalent to a valid excerpt from the Business Register concerning the Start-up, attached as **Appendix 1b** hereto, presented at the signing of this Agreement.

RECITALS

Whereas:

- **Purchaser** has a policy of engaging in cooperation with entities that possess innovative solutions with a view to generating new business opportunities for the ORLEN Group (the "ORLEN Group"), including by developing new solutions that can be incorporated into the ORLEN Group's existing operations;
- to this end, **Purchaser** invites such entities with innovative solutions to participate in its pilot acceleration programme and potentially enter into commercial cooperation with the ORLEN Group after such acceleration is completed;
- the Start-up has applied to participate in the Acceleration and accepted the Rules of the 'Orlen Skylight accelerator' Programme as part of the application intake process;
- the Start-up holds rights to the Product described in Appendix 2 hereto;
- on _____, the Parties executed a non-disclosure agreement, a copy of which is attached as Appendix 3 hereto;
- the Parties intend to define in detail their rights and obligations related to the Acceleration;

the Parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

- 1.1. The main purpose of this Agreement is to define the rules and framework for cooperation between the Parties, in connection with the Start-up's joining the Acceleration, and to define the rules on which the Participants will participate in the programme.
- 1.2. The Parties agree that they shall cooperate pursuant to and in accordance with the General Terms and Conditions of Cooperation of the Orlen Skylight Accelerator Programme, attached as Appendix 4 hereto. The Start-up confirms that it has read and accepts the GTCC with no reservations.
- 1.3. All capitalised terms used in this Agreement shall have the meanings ascribed to them in the GTCC, unless expressly defined otherwise in this Agreement.
- 1.4. The Parties agree that in addition to the Works referred to in the GTCC, the Start-up shall create the following Works for **Purchaser** as part of the Acceleration: [...]

2. ACCELERATION PROCESS

- 2.1. The Parties jointly agree that the Acceleration shall take place from the date of this Agreement to _____
- 2.2. The Acceleration shall be carried out in accordance with the Plan attached as Appendix 2 hereto.
- 2.3. The Plan may be amended by mutual agreement of the Parties. Any amendments to the Plan concerning time limits specified therein (including suspension of the running of such time limits and actions specified in the Plan) shall not require an amendment to this Agreement, but must have at least the form of a document executed between the Representatives named in Section 4 of this Agreement. Any other amendments to the Plan shall require a relevant amendment to this Agreement. For the avoidance of doubt, the option for the Representatives to amend the Plan shall not apply to any changes to the amounts stated therein and other changes that could increase the consideration referred to in Section 2.5. below.
- 2.4. The Operator shall ensure that individual Milestones are properly delivered by the Start-up, by providing expert support to the Start-up and the Participants on an ongoing basis and by overseeing proper performance of their work, which shall mainly include supervision over the technical and formal aspects of the Acceleration and monitoring of its progress.
- 2.5. The maximum consideration for the performance of this Agreement by the Start-up for the benefit of **Purchaser** shall be PLN..... (in words:). The consideration shall cover the transfer of copyrights in the Works in accordance with Section 6 of the GTCC in all the fields of use specified therein, grant of the licence referred to in Section 3.1 of this Agreement and all additional costs and expenses to be incurred by the Start-up, including, without limitation, all accommodation, travel and subsistence expenses and other costs incidental to proper performance of the subject matter of the Agreement.
- 2.6. The metrics for specific Milestones are intended to serve as the basis for determining the degree of their delivery, and thus to determine whether a Milestone can be accepted and the amount of consideration corresponding to the respective stage of the Plan can be paid by **Purchaser**.

3. RIGHTS OF Purchaser

- 3.1. In exchange for the consideration referred to in Section 2.5 above, the Start-up shall grant **Purchaser** an [exclusive/non-exclusive], interminable (except for the reasons

specified in Section 8.4 of the GTCC) licence for the use of the Product or Improvements with no territorial restrictions, including any intellectual property rights protecting the Product or Improvements, for the duration of the Acceleration. The licence shall be granted by operation of this Agreement and requires no further representations to be made by either Party.

- 3.2. To the extent that the Product or Improvement constitutes a work within the meaning of the Copyright and Related Rights Act of February 4th 1994 (consolidated text: Dz.U. of 2021, item 1062, as amended), the licence referred to in Section 3.1. above shall be granted for all fields of use known on the date of this Agreement, including, without limitation, the fields of use specified in Sections 6.7 and 6.8 of the GTCC.
- 3.3. The Start-up agrees not to dispose of the rights in the Product or Improvement during the Acceleration period and in the 90 (ninety) days from the date of completion of the Acceleration, and if a decision is made to undertake commercial cooperation, also during the period of negotiations of the commercial cooperation agreement, which, however, shall not exceed 9 (nine) months, in any manner that would prevent **Purchaser** from exercising its rights under this Agreement. In particular, the Start-up shall ensure that if the rights covered by the licence granted to **Purchaser** pursuant to Section 3.1. are disposed of, the provisions of this Agreement relating to those rights shall be binding on the successor. The Start-up shall be liable to **Purchaser** in full for any loss or damage suffered by **Purchaser** as a result of a breach of the above obligation by the Start-up.
- 3.4. The Parties agree that in the event that rights in the Improvement (or, where no Improvement is made, in the Product) are transferred by the Start-up to a third party, **Purchaser** shall have the right of pre-emption with respect to such rights in the Improvement (or the Product, as the case may be) within 2 (two) years from the date of this Agreement. The Start-up shall immediately notify **Purchaser** of the contents of any agreement transferring rights in the Improvement (or the Product, as the case may be) concluded with a third party. **Purchaser** shall be entitled to exercise its right of pre-emption within 2 (two) months from the date of such notice, with the option to extend that time limit by an additional month, following a prior notice to the Start-up (given no later than 7 [seven] days before the expiry of that time limit).
- 3.5. [*The Start-up agrees not to offer or negotiate the transfer of rights in or the grant of a licence to [the Product/Improvement] to or with any third parties engaged in business activities that are in competition with Purchaser's business] during the Acceleration period and in the 90 (ninety) days from its completion, and if a decision is made to undertake commercial cooperation, also during the period of negotiations of the commercial cooperation agreement, which, however, shall not exceed 9 (nine) months].*

4. CONTACT BETWEEN THE PARTIES

- 4.1. Any amendments to the time limits set out in the Plan and any notices given under this Agreement or the GTTC shall be made in the form of a document, and addressed to the authorised representatives of the respective Parties specified below ("Representatives"):
 - 4.1.1. For **Purchaser**: Mr/Ms _____, email address _____, telephone number _____;
 - 4.1.2. For the Start-up: Mr/Ms _____, email address _____, telephone number _____

- 4.2. Each Party represents that the person it has so designated is duly authorised to represent that Party in connection with this Agreement and its performance.
- 4.3. Any change of the authorised representatives specified in Section 4.1. above shall not constitute an amendment to this Agreement and shall not require consent of the other Party.

5. INDICATIVE TERMS OF COMMERCIAL COOPERATION

5.1 If commercial cooperation is undertaken after the Acceleration is completed, the Parties agree the commercial cooperation shall be on the following terms: [...]. The terms stipulated above shall constitute a binding offer for a period of 90 days from the end of the Acceleration and during negotiations of the commercial cooperation agreement.

6. MISCELLANEOUS

- 6.1. To the extent not provided for in this Agreement, the GTCC and the Rules shall apply. In the event of any doubt as to how this Agreement should be interpreted, or any inconsistency between the provisions of this Agreement and the Rules or the GTCC, the provisions of this Agreement shall prevail. In the event of any conflict between the provisions of any Appendices to this Agreement and this Agreement, the provisions of this Agreement shall prevail.
- 6.2. The Start-up shall not have the right to assign any of its rights or obligations under this Agreement to a third party.
- 6.3. If any provision of this Agreement proves to be or becomes invalid or unenforceable, the Parties shall promptly amend or supplement this Agreement so that it reflects as closely as possible the Parties' intention expressed by the provision that has been found invalid or unenforceable.
- 6.4. Any matters not provided for in this Agreement shall be governed by the applicable Polish laws, including in particular the Civil Code, Industrial Property Law, and the Copyright and Related Rights Act.
- 6.5. Except as otherwise provided for in this Agreement, any amendments, additions or other alterations to this Agreement shall be made in writing on pain of nullity.
- 6.6. This Agreement has been made in two counterparts, one for each Party.
- 6.7. This Agreement supersedes all and any prior agreements, contracts (except for the non-disclosure agreement attached as Appendix 3) and arrangements between the Parties.
- 6.8. Pursuant to Section 14.5 of the GTTC, the Start-up provides the following anonymous misconduct reporting procedure:[...]

Appendices:

1. **Appendix 1a** – printout corresponding to a valid excerpt from the National Court Register for **Purchaser** and copies of the relevant powers of attorney;
2. **Appendix 1b** – printout corresponding to a valid excerpt from the National Court Register for the Start-up;
3. **Appendix 2** - Implementation Plan;
4. **Appendix 3** – copy of the Non-Disclosure Agreement;
5. **Appendix 4** – General Terms and Conditions of Cooperation;

6. **Appendix 5 – Privacy notice for members of the governing bodies, commercial attorneys or attorneys-in-fact representing the Start-up, and employees who are contact persons or persons collaborating with the Start-up in executing and performing contracts for Purchaser.**
7. **Appendix 6 – copy of the Start-up's liability insurance policy.**

Start-up

Purchaser