

"Hello CleanTech" TERMS AND CONDITIONS REGULATIONS

1. DEFINITIONS

- 1.1. Capitalized phrases used in these Terms and Conditions, shall have the meaning set out below:

Organizer - InnoEnergy Central Europe Spółka z ograniczoną odpowiedzialnością (Limited Liability Company) with its registered office in Kraków, ul. Mogilska 43, 31-545 Kraków (Poland), entered into the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000409342, REGON: 122437998, NIP: 6772365070, with the share capital of PLN 202,490.40 (two hundred two thousand, four hundred ninety forty zloty 40/100).

Cooperating Entities – entities cooperating with the Organizer in the implementation of the Call.

Partners – companies or organizations that support the Call by providing services and financial support in exchange for services specified in the partnership contract.

Terms and Conditions - these Terms and Conditions.

Call - the event organized under the name "Hello CleanTech" governed by the rules set out in these Terms and Conditions.

Call Website - website under the address: www.vestbee.com/hello-cleantech

Project - an innovative idea in the area in particular of bioenergy, renewable fuels and biochemical feedstocks for heat, energy intensive sectors and hard-to-abate transport, solutions for green hydrogen and power-to-X concepts, decarbonisation of the food value chain, recycling for circular economy, digitalization.

Participant - a natural person of age with full capacity to perform legal acts, including a natural person conducting in business, as well as a legal person and an organizational unit which is not a legal person, to which the law has granted legal capacity.

Form - application form, available on-line on the Call Website, allowing the Participant to submit an application to participate in the Call.

Panel of Experts – the panel of experts appointed by the Organizer, composed of 5-10 persons, the aim of which is to lead the discussion during the Demo Day, made up of representatives of the Organizer and of the

following groups: energy companies, investment funds, universities, institutions supporting entrepreneurship.

Demo Day - an official gala organized online to present the Projects selected by Partners and the Organizer to a wider audience.

Work - an item of the Project, constituting a subject of the intellectual property rights in a form of copyrights, industrial property rights or know-how.

E-mail address - the e-mail provided in a Form submitted by the person applying to the Call, which will be used for official communication with the Participant.

EIT InnoEnergy - KIC InnoEnergy SE – a company established in accordance with the Dutch law, with its registered office in Kennispoort, John F. Kennedylaan 2, 5612 AB Eindhoven, Holland, formed by a group of European entities and organizations and appointed by the European Institute of Innovation and Technology (EIT) to be the Knowledge and Innovation Community. EIT InnoEnergy's mission is to drive the growth and innovation in the field of sustainable energy. In order to achieve this mission, EIT InnoEnergy comprises all components of the so-called knowledge triangle: entrepreneurship, research and higher education. EIT InnoEnergy is strongly supported by the EIT. Most of the EIT InnoEnergy's tasks are performed by six regional centers called the nodes, which are fully controlled by EIT InnoEnergy. Organizer (InnoEnergy Central Europe sp. z o.o. located in Kraków, Poland) is one of these nodes.

2. GENERAL PROVISIONS

- 2.1. The Call will be conducted under the name of “Hello CleanTech”.
- 2.2. The Call will be conducted pursuant to these Terms and Conditions. The Organizer reserves the right to change the Terms and Conditions, provided that the changes do not violate the rights of the Participants of the Call acquired prior to such change and do not alter the fundamental principles of the Call in the following cases:
 - 2.2.1. in the event of a change in the law affecting the content of the Terms and Conditions – to the extent that such a change requires the alteration of the Terms and Conditions;
 - 2.2.2. in the event of a decision by a competent authority or judicial ruling or decision affecting the content of the Terms and Conditions – to the extent that such a ruling or decision requires the alteration of the Terms and Conditions;
 - 2.2.3. to prevent abuses of the Terms and Conditions;

- 2.2.4. if necessary to improve the handling of the Participants;
 - 2.2.5. if necessary to clarify interpretative doubts concerning the Terms and Conditions.
 - 2.3. In case of changes mentioned in sec. 2.2 above, they will be made public on the Call Website with at least 7 days' notice. Moreover, the Organizer will simultaneously notify Participants of the change via e-mail sent to the E-mail address, indicating the date of entry into force of the change the Terms and Conditions. The altered Terms and Conditions are binding for Participants, who do not leave the Call (resignation), before their entry into force.
 - 2.4. The objective of the Call is to support entities which:
 - 2.4.1. implement innovative projects with development potential;
 - 2.4.2. and are interested in obtaining financing to enable further research and development work or to refine an existing product or service.
- The substantive evaluation of the Projects (Call works) is performed with regard to the aforementioned objective of the Call.
- 2.5. This Call is not a game of chance within the meaning of the Gambling Law of 19th November 2009.

3. PARTICIPANTS

- 3.1. Employees of the Organizer, of the Partners as well as of the Cooperating Entities or their family members may not participate in the Call. Ascendants, descendants and spouses are considered family members.
- 3.2. Moreover, participation in the Call is not allowed for entities which during the term of the Call or within 12 months prior to the date of application are or were covered by the EIT InnoEnergy financial support under any contract.
- 3.3. Participation is obligated to adhere to these Terms and Conditions. Potential Participants are required to familiarize themselves with these Terms and Conditions and to confirm that they meet all the conditions stated herein prior to submitting the Form.
- 3.4. Participants shall act in person or, in case of Participants who are not natural persons, by authorized representatives or by representatives with power of attorney; power of attorney is null and void unless given in writing. The Organizer may require the representative or attorney to submit the original document confirming the authorization to act on behalf of the Participant, within a deadline of no less than 7 days, as set out by the Organizer. Failure to provide this document will result in the rejection of the Project.

3.5. Participation in the Call is voluntary.

4. PARTICIPATION TERMS AND CONDITIONS

- 4.1. To apply for the Call, applicants are required to complete the Form and send it to the Organizer's IT system via the Call Website. The Participant shall receive confirmation of registration and acceptance of the application to the E-mail address.
- 4.2. In case of a legal person or an organizational unit which is not a legal person, to which the law has granted legal capacity, a person sending the Form declares that it is authorized to act on its behalf in the application for the Call.
- 4.3. The Form can only pertain to a single Project. A Participant may submit only one Project to the Call. Should two or more Projects be submitted by the same Participant, the Project submitted first will be considered to be duly submitted and evaluated in the Call.
- 4.4. The Call shall be held in the English language. The Form and any information submitted by Participants in relation to the application or during the Call should be formulated in the English language.
- 4.5. In case it is necessary to contact a Participant with respect to the Call, the Organizer or Cooperating Entity (acting on behalf of the Organizer) shall use the contact details provided in the Form. The Organizer and Cooperating Entity shall not be liable for the consequences of incomplete or inaccurate contact details of the Participant if, despite performing due diligence by the Organizer and the Cooperating Entity, contacting the Participant proves impossible or disproportionately hindered.

5. PERSONAL DATA

- 5.1. Personal data provided to the Organizer by Participants shall be processed by the Organizer from the moment of sending the Form. The data controller of this personal data is the Organizer – InnoEnergy Central Europe sp. z o.o., which can be contacted at the address of its seat as indicated in the Terms and Conditions, and via the following e-mail address: hellocleantech@vestbee.com
- 5.2. Personal data provided to the Organizer will be processed by the Organizer for the following purposes and on the following basis related to the Call:
 - 5.2.1. for the performance of the Call, particularly communication with the Participants during the Call, selection of the Participants of the Demo Day and handling potential complaints – the basis of data processing is the necessity to enter into the contract with the Participant and the performance of the contract concerning the participation in the Call, if the Participant is a natural person (Article 6(1) point (b) of the General

Data Protection Regulation 2016/679 – GDPR) or, if the Participant is not a natural person, and in case of the personal data of representatives and attorneys – legitimate interest of the data controller (Article 6(1) point (f) GDPR) in entering into, and performing, the contract of participation in the Call, and the necessity to identify persons acting on behalf of the Participant.

- 5.2.2. for the performance of statutory obligations – the basis of processing is the legal obligation to which the controller is subject (Article 6(1) point (c) GDPR);
 - 5.2.3. for the establishment, exercise or defense of potential legal claims, including after the Call is finished – the basis of data processing is the legitimate interest of the controller (Article 6(1) point (f) GDPR), which is the defense of its rights.
- 5.3. Personal data provided to the Organizer will also be processed by the Organizer for the purpose of presenting proposals of cooperation in the Organizer's projects (such as presenting offers or performing negotiations), including after the Call is finished – the basis of data processing is the legitimate interest of the controller (Organizer) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of the Organizer's activity in technology and innovation.
 - 5.4. Personal data provided by the Participants to the Organizer will be made available to another data controller: EIT InnoEnergy (KIC InnoEnergy SE, address: Kennispoort, John F. Kennedylaan 2, 5612 AB Eindhoven, Holland, contact e-mail: hellocleantech@vestbee.com) for the purpose of enabling EIT InnoEnergy to initiate cooperation. The basis of data processing is the legitimate interest of the controller (EIT InnoEnergy) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of activity of EIT InnoEnergy in technology and innovation.
 - 5.5. Personal data provided by the Participants to the Organizer will be made available to other data controllers – the Partners and third party entities cooperating with the Organizer and EIT InnoEnergy, which finance the projects of the Organizer and EIT InnoEnergy, especially potential investors. The list of the Partners and such third party entities is available at <https://www.vestbee.com/hello-cleantech>. For contact data of the Partners and third party entities regarding personal data processing and other GDPR related topics, please contact the Organizer at hellocleantech@vestbee.com. The basis of data processing is the legitimate interest of the controller (Partner, third party entity) (Article 6(1) point (f) GDPR) in the maintenance and initiation of business relations with Participants and the performance of activity of these entities in technology and innovation.

- 5.6. Recipients of personal data also include: Cooperating Entities, Panel of Experts, IT service providers (e.g. email, hosting); service providers supporting the Organizer in the implementation of the Call.
- 5.7. Provision of personal data in the Form for the purposes of applying to participate in the Call is a requirement necessary to participate in the Call. Failure to provide this data precludes the possibility to participate in the Call. Provision of personal data for the purposes of complaints is a contractual obligation and is necessary to process complaints.
- 5.8. By filing the application, permission is given to use the Participant's, or its representative's, image recorded on behalf of the Organizer and the Partners (audiovisual recording, photography) during events related to the Call, such as Demo Day, in accordance with Article 81 section 1 of the Law on Copyright and Related Rights of 4th February 1994. Dissemination of the Participant's or its representative's image will be solely for the purpose of informing of the Call and promoting the Call and its subsequent editions. The image may be disseminated in the media (e.g. the press, television) and on the Internet (including websites and social media). To the extent to which the recorded image constitutes personal data within the meaning set out by the GDPR, the Organizer, and, independently, Partner, is the data controller. The basis of data processing is the legitimate interest of the controller (the Organizer or Partner) (Article 6(1) point (f) GDPR), in the promotional and informational activity related to the Call with regard to permission to use the image. Detailed information about the Partners are available on the web address: <https://www.vestbee.com/hello-cleantech>. Whoever does not consent to the dissemination of their image in the manner set out above, should not participate in the Call.
- 5.9. Personal data will be processed by the controller for the following period:
 - 5.9.1. Regarding the data processed to implement the Call – for the duration of the Call, and fulfilling other obligations of the Organizer concerning the Terms and Conditions;
 - 5.9.2. Regarding the personal data processed for the performance of statutory requirements – until the expiry of potential obligations concerning the Call; potential further storage of personal data may only be performed if required by applicable law;
 - 5.9.3. For the establishment, exercise or defense of legal claims – until the expiry of material claims concerning the Call.
- 5.10. Every data subject enjoys the following rights according to the GDPR:
 - 5.10.1. the right to access to the personal data concerning the data subject, its rectification, erasure, and restriction of processing;

- 5.10.2. the right to data portability (concerning data processing carried out by automated means on the basis of consent: Article 6(1) point (a) GDPR or contract: Article 6(1) point (b) GDPR), that is the right to receive the personal data which he or she has provided to the controller, in a structured, commonly used and machine-readable (computer) format; if it is technically possible, the data subject has the right to have the data transmitted to another controller;
 - 5.10.3. with regard to data processed based on a legitimate interest (Article 6(1) point (f) GDPR) – the right to object to processing;
 - 5.10.4. the right to lodge a complaint with a data protection supervisory authority, in particular in the Member State of their habitual residence, place of work or of the alleged infringement, if the data subject considers that the processing of personal data relating to them infringes the GDPR. The supervisory authority in Poland is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).
- 5.11. As regards the performance of the Call in cooperation with Cooperating Entities and Partners located in non-EEA (European Economic Area) countries (third countries), personal data provided by the Participants will be, to the extent necessary, transferred to the third country of those Cooperating Entities and Partners. The data transfer is performed subject to appropriate safeguards. The Organizer enters into contracts with non-EEA Partners according to the standard contractual clauses for the transfer of personal data to processors established in third countries, approved by the European Commission decision (EU) 2021/914 of 4 June 2021. The content of the European Commission decision is available on the web address: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en.

6. DATES OF THE CALL

- 6.1. The Call shall be carried out from 9th March 2023 until 1st June 2023 in the following stages:
 - 6.1.1. Stage I of the Call: 9th March 2023 – 14th April 2023.
 - 6.1.2. Stage II of the Call: 17th April 2023 - 30th May 2023.
 - 6.1.3. Stage III of the Call: 1st June 2023.
- 6.2. The schedule of the Call is posted on the Call Website.

7. STAGES OF THE CALL

- 7.1. Stage I of the Call includes:

- 7.1.1. Submission of the Projects by completing the Form on the Call Website and sending them online to the Organizer. Applications can be sent from 9th March 2023 00:00:01 AM until 14th April 2023 11:59:59 PM.
- 7.1.2. Formal selection and preliminary substantive selection performed by the Cooperating Entities acting on behalf of the Organizer, or the Organizer, including:
 - a. Qualification of applications that meet formal and substantive conditions for the next stage of the Call
 - or
 - b. In case of formal errors in an application the Organizer calls the Participant to correct it, setting it an additional deadline, no shorter than 3 days. The instruction to correct formal errors in the application shall be done electronically by sending a message to the E-mail address.
- 7.1.3. Participants who have applied for the Call will be notified about the results of the first stage of the Call by a message sent to the E-mail addresses.
- 7.1.4. The application may be rejected by the Organizer if it does not comply with any of the following requirements:
 - a. has been submitted after the deadline specified in item 7.1.1,
 - b. the Project is not related to the area of bioenergy, renewable fuels and biochemical feedstocks for heat, energy intensive sectors and hard-to-abate transport, solutions for green hydrogen and power-to-X concepts, decarbonisation of the food value chain, recycling for circular economy, digitalization,
 - c. the Project is not innovative,
 - d. the application is incomplete or has other formal errors which have not been corrected within the deadline set pursuant to item 7.1.2 (b).
- 7.2. Stage II of the Call includes:
 - 7.2.1. Selection of the Projects to cooperate with the Partners. Each Partner reads all Projects qualified to the Stage II submitted to the Partner's vertical and selects the Projects which he is interested in.

- 7.2.2. Cooperations between the Partner and the Participants whose Projects have been selected by him. Cooperation may include mentoring, workshops, networking, or other activities proposed by the Partner.
 - 7.2.3. Assignment of Participants qualified for Stage III of the Call. Each Partner assigns 2 (two) Projects from his verticals. The Organizer may assign additional Projects qualified for Stage III at its own discretion.
 - 7.2.4. In case a Participant is qualified to Stage III of the Call, the Participant is obliged to confirm their participation in this stage no later than within 7 days prior to the planned Demo Day.
- 7.3. Stage III of the Call includes:
- 7.3.1. Presentation of the Projects by the Participants selected by Partners and/or the Organizer at the Demo Day:
 - a. Participants will make 3-minute presentations of their Projects to the Panel of Experts and audiences;
 - b. Following the presentation of the Project, the Panel of Experts may ask the Participant questions, to which the Participant shall immediately respond (time for asking questions and providing answers is 2 minutes).
- 7.4. A Project may be rejected in the course of the Call in the following cases:
- 7.4.1. If it is found that the Participant who submitted the Project does not fulfill the requirements set out in the Terms and Conditions, particularly in sec. 3.1-3.2;
 - 7.4.2. In the case of failure to provide the original document confirming the representation or power of attorney, authorizing the representative or attorney to act in the name of a Participant who is not a natural person, in accordance with sec. 3.4;
 - 7.4.3. In cases set out in item 7.1.4;
 - 7.4.4. In the event set out in sec. 7.2.4;
 - 7.4.5. In the event of not taking part by a Participant in the cooperation proposed by the Partner mentioned in sec. 7.2.2., despite correct notification of the Participant about their time and venue or link to join the online meeting;

- 7.4.6. If it is found that the Project submitted by the Participant violates exclusive rights of third parties, particularly intellectual property rights (e.g. constitutes plagiarism);
- 7.4.7. If it is found that the Participant, who submitted the Project, unlawfully influences the course or result of the Call.
- 7.5. If a Project is rejected during the Call for any of the reasons set out in sec. 7.4 above, it can no longer be part of the Call, and the Participant that submitted the rejected Project is disqualified (excluded from the Call).
- 7.6. The Organizer may publish documents (e.g. a brief or manual) with detailed descriptions of the stages of the Call, particularly descriptions of the manner of presenting the Projects and the order of participation in Demo Day. Such documents are intended to specify the Terms and Conditions and may not contradict the Terms and Conditions. In any case, these documents will be made available to Participants prior to entering a given stage of the Call.

8. COSTS

- 8.1. Participants incur the costs connected with participation in the Call at their own expense. The Organizer is not obliged to refund to the Participants any costs connected with their participation in the Call.

9. COMPLAINTS PROCEDURE RULES

- 9.1. Participants should submit all complaints concerning the conduct of the Call in writing during the Call within 21 days after the Demo Day.
- 9.2. The written complaint should be sent by registered mail to the address of the Organizer: INNOENERGY Central Europe spółka z ograniczoną odpowiedzialnością with its registered office at the address: InnoEnergy, ul. Mogilska 43, 31-545 Kraków, (it is recommended, to add the following note on the envelope: "COMPLAINT – Hello CleanTech") or via e-mail to the following address: hellocleantech@vestbee.com.
- 9.3. The complaint should include: the name and exact address of the Participant, the reason for the complaint and the content of the request.
- 9.4. The Participant shall be informed about the Organizer's decision concerning the complaint within 30 days from the date of receipt by the Organizer of the complaint.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. By submitting its own participation in the Call, the Participant declares that, in relation to the Work, it is entitled to all rights of intellectual property to the Work, unencumbered or unrestricted by the rights or claims of third parties, in

particular the copyright to the Work under the Law on Copyright and Related Rights of 4th February 1994.

- 10.2. Should any third-party claims arise, concerning intellectual property rights including the claims on the copyright, the company, trade mark protection, infringement of provisions on unfair competition, violation of personal rights or violation of other legal regulations, related indirectly or directly to Projects submitted by Participants in the Call, the Participant is liable in accordance with applicable law.
- 10.3. The Organizer reserves the right to require additional documents confirming that the Participant is the owner of all intellectual property rights referred to in item 10.1 above.

11. FINAL PROVISIONS

- 11.1. The Terms and Conditions of the Call are posted on the Call Website and are also downloadable in PDF format.
- 11.2. From the moment of submission of the Form to the end of the Call, all communication related to participation in the Call is conducted electronically via a message sent to the E-mail address provided by the Participant in the Form. Participants may contact the Organizer on the following e-mail address concerning the Call: hellocleantech@vestbee.com.
- 11.3. Upon the request of the Participant, the Terms and Conditions may be sent by post under the condition that a return self-addressed envelope with a note "The Terms and Conditions – Hello CleanTech" with a postage stamp shall be sent to the Organizer's address.
- 11.4. The Terms and Conditions and the participation in the Call are subject to the laws of the Republic of Poland and should be interpreted in accordance with the Polish law.