

TAURON PROGRES ACCELERATOR PROGRAMME REGULATIONS

Section 1 GENERAL PROVISIONS

1. The purpose of the TAURON PROGRES Accelerator Programme is to find, create, and commercialise innovative solutions in response to the challenges resulting from the existing megatrends in economy, society, and especially in the power sector, which have been mapped a.o. in TAURON'S Strategic Research Agenda.
2. The name of the Accelerator, its logo, graphic elements, trade marks, software and content contained therein, as well as the data base, are protected by law, especially by copyright and industrial property legislation.

Section 2 Definitions

1. **Acceleration** – a stage of the Accelerator, operated in the period agreed with the Participant, during which the Participant together with the Organiser's and TAURON Group Company's representatives conduct work (especially applied research and development work) under the Pilot Project in iteration mode in order to develop the Solution and analyse the results of such work;
2. **Applicant (Startup)** – a natural person, a legal person, or an organisation without a legal person status which, nevertheless is afforded legal capacity by separate legislation, who fulfils the participation requirements referred to in S 3 of these Regulations and who:
 - as at the date of signing the acceleration agreement at the latest, is engaged in economic activity in the form of sole tradership, a company, or a partnership;
 - has been engaged in economic activity for a period no longer than 5 years (the period of being engaged in economic activity is counted from the date of registering with the National Court Register or the CEIDG business register);
 - has filed the Registration Form with the Accelerator and has the right to dispose of the Solution for the purposes of conducting the Acceleration work.
3. **Registration Form** – form available at progres.tauron.pl/en, which needs to be filled in and sent to the Organiser to be considered for Accelerator participation;

4. The **TAURON Group** means TAURON Polska Energia S.A., its legal successors and all subsidiaries, dominant companies, and associates (within the meaning of the accounting principles used by TAURON Polska Energia S.A.);
5. **Interest Area** – a group of areas identified in TAURON Group’s strategy documents, including the Strategic Research Agenda (SRA), within which the Organiser seeks new Solutions and collaborates with Participants in order to implement and commercialise innovative solutions;
6. **Organiser** – TAURON Polska Energia S.A. with its registered office in Katowice, at ul. ks. P. Ściegiennego 3, 40-114 Katowice, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for Katowice Wschód in Katowice, 8th Commercial Division, under KRS no. 0000271562, Tax Identification Number (NIP): 9542583988, REGON: 240524697, share capital: PLN 8,762,746,970.00 (fully paid in); the Organiser is entitled to collaborate with the Assessment Team at every Accelerator stage;
7. **Intellectual Property Rights** – mean intellectual property rights within the meaning of A 2 (viii) of the Convention Establishing the World Intellectual Property Organisation, signed in Stockholm on 14th July 1967, especially concerned with the creation of the objects of author’s economic rights (for example software), data bases, or the making of inventions, utility models or industrial designs;
8. **Accelerator** – the accelerator programme under the name “TAURON PROGRES Accelerator Programme” organised by TAURON Polska Energia S.A.;
9. **Pilot Project** - a project operated by the Startup and a TG Company at the Acceleration stage of the Accelerator which includes, in particular, research and development work, the conduct of which is regulated by the Acceleration Agreement.
10. **Regulations** – these TAURON PROGRES Accelerator Programme Regulations;
11. **Solution** – shall mean an innovative idea proposed in the Accelerator Registration Form that can be put into practice especially in the form of a product, service, technology, which fits in with the TAURON Group’s needs, especially the needs set out in the Strategic Research Agenda, which the Applicant has the right to dispose of for the purposes of conducting the Acceleration work, based on:
 - a) proprietary technologies, equipment or working methods, or
 - b) technologies, equipment or working methods available in the market for 5 years or less;that has not been introduced into the Applicant’s market offer yet, and which requires further pre-implementation work (especially tests on a customer base, tests on infrastructure) to achieve the maturity level necessary for commercial implementation in the market. Additionally, the Solution must fulfil the prerequisite of original and individual character of the

Applicant's creative work and must not infringe on copyrights (including related rights), industrial property rights or personal rights of third parties;

12. **TAURON Group Companies (TG Companies)** – subsidiary, dominant or related companies of TAURON Polska Energia S.A., especially companies performing the service of making available the Resources for the Participant in order to carry out the Pilot Project and perform Acceleration work on the Solution;
13. **Strategic Research Agenda (SRA)** - a roadmap for research and development. Document which precisely describes the directions of innovation development at the TAURON Group through internal projects and collaborative projects with business partners and the research community, as well as in cooperation with technology and know-how suppliers, represented by large industrial corporations as well as small businesses – mainly Startups, available at www.tauron.pl/tauron/tauron-innowacje;
14. **Participant** – an Applicant who has received a positive recommendation of the Assessment Team to participate in the Accelerator, and has signed the Acceleration Agreement;
15. **Acceleration Agreement** – it is an agreement concerned with the Participant's participation in the Accelerator; it governs the terms and conditions of the parties' collaboration (especially their rights and obligations) with a view to achieve the objectives defined in the Agreement;
16. **Commercial Agreement** – an agreement which results from the positive decision of the Assessment Team after completion by the Participant of the Acceleration stage, which sets out the subject, scope and other material terms and conditions of commercial cooperation between the Participant, and the Organiser or a TAURON Group Company;
17. **Resources** – means human resources, all devices, materials, tools, equipment, infrastructure and buildings, and Intellectual Property Rights, used by the parties to the Acceleration Agreement - necessary to conduct Acceleration on the selected Solution.
18. **Assessment Team** – a team which assists the Organiser, composed of TAURON's and TAURON Group Companies' employees, collaborators and contractors.

Section 3

ACCELERATOR RULES AND PARTICIPATION REQUIREMENTS

1. Persons who are interested in participating in the Accelerator (Applicants) must register their Solution by filling in and sending the Registration Form published at progres.tauron.pl/en.
2. No employees of TAURON Group Companies who are in employment as at the Registration Form filing date, or whose employment ended less than 1 year before that date, and their immediate family members may register to participate in the Accelerator. An employee within the meaning of these Regulations shall be any person employed under a contract of

employment, or any person collaborating with any TG Company under a civil-law contract (especially under a contract for specific work result or a service contract). The employee's spouse, children, parents, siblings and persons with whom they share the same household are deemed to be that employee's immediate family.

3. In order to participate in the Accelerator it is required to fill in and send the Registration Form to the Organiser, and make the warranties and representations referred to in para (5) hereof. The documents are available at the website referred to in para (1). The Applicant/ Participant will be obliged to update the details provided in the Registration Form immediately, but no later than within 7 days after they changed.
4. The Applicant/ Participant may withdraw their application at every stage of the Accelerator, subject to the consequences prescribed in the Acceleration Agreement, if concluded.
5. As a requirement for Accelerator participation, the Applicant shall make the following warranties and representations:
 - a. declaration of having read and accepted the Accelerator Regulations;
 - b. declaration of renouncing any and all claims against TAURON Polska Energia S.A. or TAURON Group Companies in connection with their refusal to collaborate, especially a refusal to conclude an Acceleration Agreement or a Commercial Agreement;
 - c. declaration of having exclusive intellectual property rights over the proposed Solution, within the meaning of A 2 (viii) of the Convention Establishing the World Intellectual Property Organisation, signed in Stockholm on 14th July 1967 and being entitled to freely dispose of such Solution (including by being a joint owner of the Solution), and a declaration that the Solution is free from all encumbrances, security charges or all third-party claims;
 - d. declaration of accepting the cost burden of the registration/ application process, assessment and any potential collaboration, especially resulting from S 3 (8) and (9) of these Regulations;
 - e. consent for saving and storing details of the Solution made available to the Organiser in the Startup data base maintained by TAURON Polska Energia S.A.;
 - f. declaration of not being in employment relationship or any civil-law relationship (contract for service, specific work result, any other contract) with the Organiser or a TAURON Group Company and not having been in such a relationship for a period of 1 year prior to filing the Registration Form;
 - g. warranty and representation that the Solution is not the result of the Applicant's work under a contract of employment with the Organiser, a TAURON Group Company or any other enterprise, and that the development of the Solution has not been ordered

or otherwise requested by the Applicant's employer – in case of Applicants who are individuals.

6. The Accelerator is an on-going programme. The registration process shall open on: 15.11.2021. The Organiser shall notify of any amendments to the Regulations, participation requirements, closing the registration for the Accelerator, or discontinuing the Accelerator programme altogether, via a notice published on the website referred to in para (1) above.
7. Amendments to these Regulations shall bind the Applicant from the moment they are published on the website referred to in para (1), save as provided in para (8).
8. The parties shall set out in their Acceleration Agreement the procedure to follow in case of amendments to these Regulations which modify the terms and conditions of the concluded Acceleration Agreement, especially the parties' rights and obligations.
9. Registration with the Accelerator is free of charge, nevertheless the Applicant/ Participant shall be required to cover the costs of preparing their application, the costs of participating in Accelerator stages intended to select Solutions which will be admitted to further stages of the Accelerator, the costs of clarifications, and negotiating the terms and conditions on which the Applicant or Participant will participate in the Accelerator.
10. The rules for bearing the Acceleration costs are prescribed in the Acceleration Agreement.
11. The fact of registering with the Accelerator does not give rise to any obligation on the part of the Organiser or TAURON Group Companies to enter into any agreement concerning the terms and conditions for any acceleration or implementation of the Solution proposed by the Applicant, or to operate any joint venture, in particular, it does not result in any obligation on the part of the Organiser or TAURON Group Companies to conclude an Acceleration Agreement or a Commercial Agreement, and in consequence the Participant shall have no claims in connection therewith.
12. The fact of entering a Solution for the Accelerator does not result in any transfer of Intellectual Property Rights vested in the Applicant or Participant to the Organiser.
13. The Organiser reserves the right to expel any Participant from the Accelerator if, according to the information obtained by the Organiser, the Participant is in breach of these Regulations or the law in force, or the information provided by the Applicant/ Participant is contrary to law or facts. Provisions of S 4 (4) of the Regulations shall apply directly.
14. Should a third person address any claims to the Organiser or a TAURON Group Company for infringement on their rights, especially their personal rights or Intellectual Property Rights, in connection with the Solution the Participant undertakes – as a person/ organisation solely liable for potential compensatory claims raised by third persons – to indemnify and hold the

Organiser or a TAURON Group Company harmless from such claims to the maximum extent permitted by law, or shall recompense for all negative effects, especially resulting from but not limited to actions or omissions intended to either persuade the third person to drop their claims or to satisfy such claims, including by covering all pre-litigation and litigation costs, if any, the costs of protective remedies and enforcement proceedings, or settlement/compromise proceedings concerning such claims, as well as administrative fines.

15. The Organiser shall not be liable for any actions or omissions by third persons, especially for decisions taken by third persons in connection with the Accelerator, especially its conduct or results.

Section 4

ACCELERATOR STAGES AND ASSESSMENT CRITERIA

1. The Accelerator has three stages:
 - a) Stage 1 – verification and preliminary assessment of the information contained in the Registration Form, and the details made available by the Applicant following an additional request by the Organiser, pursuant to the provisions of para (5);
 - b) Stage 2 – an in-depth analysis and assessment of the details contained in the Registration Form, and the data and information made available by the Applicant following an additional request by the Organiser in the form of an individual meeting with the Applicant; the Organiser’s decision whether to admit the Solution to the Acceleration phase (stage 3), pursuant to the provisions of para (6);
 - c) Stage 3 – signing the Acceleration Agreement, conducting the Acceleration phase, analysis and assessment of the Acceleration results by the Organiser in the context of possible commercial cooperation; Organiser’s decision on the possibility to have the Solution implemented and starting negotiations on the Commercial Contract^m or to abandon any further activities under the Accelerator, according to para (7).
2. The Organiser and the Assessment Team shall assess the Solutions on the basis of the details received via the Registration Form and during successive Accelerator stages, taking the following criteria into account:
 - a. coherence and compatibility of the Solution with TAURON Group’s development directions in the Interest Area, identified a.o. in the Strategic Research Agenda;
 - b. the innovation level of the Solution, taking into account especially the prerequisite of original and individual character of the Applicant’s creative work, referred to in the definition of the concept of Solution;
 - c. readiness of the Solution for implementation;

- d. expected benefits from implementing the Solution;
 - e. the expected level of costs associated with the implementation of the Solution;
 - f. the business model of the Solution;
 - g. the Applicant's team's experience and competences;
 - h. mandatory laws, especially the Energy Law, and public procurement legislation.
3. The Organiser reserves the right to perform specific organisational, administrative, as well as analytical activities connected with the Accelerator using the Organiser's or TAURON Group Companies' employees, collaborators and contractors. For the assessment of business and technological data, at every Accelerator stage, the Organiser relies on the support of TAURON Group Companies' employees, and the Organiser's or TAURON Group Companies' collaborators and contractors who are members of the Assessment Team, depending on the Solution type.
 4. Once the negotiations with the Organiser or a TAURON Group Company designated by the Organiser have started, the Applicant shall refrain from or shall abandon all other negotiations or contacts conducted or taken up at the same time with third persons with the aim to accelerate or otherwise develop the Solution. Should the Organiser find out that the Applicant/ Participant has violated this above non-competition clause, the Organiser shall be entitled to exclude the Applicant/ Participant from the Accelerator.
 5. Actions taken at stage 1:
 - a. At stage 1, the Organiser shall assess the formal aspects and the merit of the details and data contained in the Registration Form.
 - b. At the Organiser's additional request, the Applicant shall supply additional data, information on the Solution which will be subject to assessment at stage 1 of the Accelerator. The type and scope of additional data requested by the Organiser at stage 1 will be determined on a case-by-case basis, depending on the proposed Solution. The Applicant will be informed about the detailed requirements to that effect in an e-mail message sent to the address provided in the Registration Form. The Organiser may, in order to secure the Applicant's interests and at their request, conclude a Non-Disclosure Agreement (NDA), using a template supplied by the Organiser.
 - c. Stage 1 of the Accelerator is wrapped up by the Organiser deciding whether to admit the Solution to stage 2, or not. The decision made at stage 1 is final and does not result for the Organiser or TAURON Group Companies in any obligations towards the Applicant with regard to further collaboration and cooperation.

- d. The Applicant will be notified of the decision with an e-mail message which will be sent to the address provided in the Registration Form within 15 working days from the date of receiving the Registration Form or the date of receiving the additional details and data referred to in S 4 (5) (b).
6. Actions taken at stage 2:
- a. prior to any meeting at stage 2 and in order to secure the Applicant's, Organiser's or TAURON Group Companies' interests, the parties concerned shall conclude a Non-Disclosure Agreement using a template supplied by the Organiser.
 - b. At stage 2, the Applicant shall comprehensively present the data and information concerning the Solution during a dedicated meeting, after which the Organiser will analyse and assess the Solution based on the data supplied and presented by the Applicant, as well as using internal processes, in order to gauge the business and technological potential of the Solution and the available Resources.
 - c. In an e-mail message sent to the address provided in the Registration Form, the Applicant will be notified about the detailed requirements for the method, time and scope of the presentation of the Solution which will take place during a dedicated meeting.
 - d. Stage 2 of the Accelerator is wrapped up by the Organiser deciding whether to admit the Solution to stage 3 of the Accelerator, i.e. the Acceleration phase, or not. The decision made at stage 2 is final and does not result for the Organiser or TAURON Group Companies in any obligations towards the Applicant with regard to further collaboration and cooperation.
 - e. The Applicant will be notified of the Organiser's decision (referred to in the preceding paragraph) with an e-mail message which will be sent to the address provided in the Registration Form within 10 working days after the date of the dedicated meeting. A positive decision is tantamount to an invitation to negotiate the Acceleration Agreement and is an admission to stage 3.
 - f. If the Participant fails to take up negotiations with the Organiser or a TAURON Group Company designated by the Organiser within 60 days after receiving the decision to admit the Solution to stage 3, it shall be considered a resignation from Accelerator participation.
7. Actions taken at stage 3:
- a. At stage 3, the parties will conduct negotiations intended to lead them to the conclusion of the Acceleration Agreement. The parties shall include in the Acceleration

Agreement all arrangements necessary in the context of Acceleration work, especially but not limited to:

- i. scope, terms and conditions, time frame and requirements with regard to the Resources;
 - ii. Applicant's obligation not to take up other negotiations with third persons or contacts with the intention to take up such negotiations concerning the Solution registered with the Accelerator and to abandon any negotiations which may have already started with regard to such a Solution throughout the duration of the Solution, including the period needed by the Organiser to make the decision referred to in para 7 (e);
 - iii. the rules for financing the Startup's work on the Pilot Project under the Acceleration phase, with the reservation that the value of such financing must not exceed the amount of PLN 200,000.00 net.
- b. The Acceleration Agreement will be concluded between the Participant and the Organiser or a TAURON Group Company – selected at the Organiser's discretion.

If the Applicant is a natural person who has not been engaged in economic activity so far, they will be obliged to take it up before signing the Acceleration Agreement and register as an entity engaged in an economic activity as at the agreement signing date at the latest, in the form of:

- i. Sole tradership (the date of commencing economic activity disclosed in the CEiDG business register must not be later than the Acceleration Agreement execution date);
- ii. A partnership with other natural persons who are co-owners of the Solution or who have Resources which will be used to perform Acceleration work; the Applicant shall identify the members of the formed partnership in the Registration Form;
- iii. A company, formed individually or together with other natural persons or entities who are co-owners of the Solution or who have Resources which will be used to perform Acceleration work. The Applicant shall identify the persons or entities who are shareholders in the formed company in the Registration Form.

The agreement between the Organiser or a TAURON Group Company and the Participant ought to be signed within 30 calendar days from starting negotiations. This deadline may be extended by the Organiser. Stage 3 may also finish without any

Acceleration Agreement being signed, and then no further work is taken up with the Participant.

- c. Conclusion of an Acceleration Agreement is prerequisite for the Participant to conduct any further work under stage 3 of the Accelerator.
- d. At stage 3, the Participant is expected to conduct a Pilot Project in order to develop/ test the Solution. The Organiser analyses and assesses the results of the ongoing work during every iteration, according to the arrangements set out in the Acceleration Agreement, and conducts a comprehensive analysis and assessment of the Solution after all work prescribed in the Agreement has been completed.
- e. Acceleration and, at the same time, stage 3 of the Accelerator, is wrapped up with the Organiser's decision on whether the Organiser or a TAURON Group Company designated by the Organiser might take up commercial cooperation with the Participant, or whether to abandon any further activities. In order to select the cooperation option, the Organiser will conduct internal analyses concerned with the necessary outlay, systemic and structural changes, with due consideration of the Organiser's or a TAURON Group Company's internal regulations. Due to the complexity of the measures to be taken, depending on the Solution in question, the Organised reserves a period of 3 months from obtaining complete Acceleration work results to make a decision with regard to potential cooperation. The Applicant will be informed about the Organiser's decision in an e-mail message sent to the address provided in the Registration Form.
- f. The Organiser or a TAURON Group Company may send to the Participant an invitation to negotiate the arrangements of a Commercial Agreement. Starting of the negotiations will be possible after the Participant has undertaken not to take up other negotiations or contacts with the intention to take up such negotiations with third persons concerning the Solution registered with the Accelerator.
- g. The Organiser's decision to abandon further work referred to in letter (e) is final and does not result for the Organiser or TAURON Group Companies in any obligations towards the Applicant with regard to further collaboration and cooperation, nor does it give rise to any liability on the part of the Organiser or any TAURON Group Company in relation thereto.

Section 5

CONFIDENTIALITY

1. The Organiser undertakes to keep secret all details and data received from the Participant in the Registration Form as well as all information obtained during work on analysing the Solution. The confidentiality obligation extends to all information received by the Organiser at all Accelerator stages, regardless of its form and transmission method.
2. The Organiser undertakes not to make such information available to third persons without the Applicant's consent and undertakes to observe the confidentiality obligation according to the provisions of respective Non-Disclosure Agreements (NDAs). The above does not apply to the Organiser's and TAURON Group Companies' employees and experts providing to the Organiser and TAURON Group Companies work in connection with the functioning and operation of the Accelerator (Assessment Team members).
3. The obligation referred to in para (2) does not apply to any information which:
 - a. had been available to the Organiser prior to its disclosure by the Applicant;
 - b. was obtained with an express waiver of the confidentiality obligation;
 - c. was received from third persons authorised to give such information;
 - d. must be disclosed by mandatory law or following a request from competent authorities;
 - e. is common knowledge.
4. The Applicant/ Participant and their collaborators undertake to keep secret all information received from the Organiser/ TAURON Group Company and their collaborators during their involvement with the Accelerator. The Organiser may disclose confidential information necessary for the proper conduct of work at Accelerator stages only after concluding a Non-Disclosure Agreement with the Applicant or Participant, using a template supplied by the Organiser.
5. If the application is not admitted to stage 2 or 3 of the Accelerator, all documents marked as the Applicant's business secret which are in the Organiser's possession, if the Applicant has withdrawn their consent for inclusion in the Organiser's Startup data base, will be destroyed within 60 calendar days after the Organiser's decision not to admit the Solution. The Organiser will hand over a destruction record at the Participant's request.
6. The Organiser shall return all documents marked as the Applicant's business secret handed over by the Applicant, and delete the details of the Solution from the Startup data base, at the Applicant's request filed within 7 days after being notified that the application has not been admitted to stage 2 or stage 3 of the Accelerator.

7. The provisions of paras (5) and (6) shall apply accordingly to documents containing the Participant's business secrets after stage 3 of the Accelerator has been completed.
8. The Applicant/ Participant undertakes not to use any confidential information in a way which might cause any damage to the Organiser or TAURON Group Companies.

Section 6

PERSONAL DATA PROTECTION

1. To apply for the Accelerator, the Applicant/ Participant must make available the personal details requested in the Registration Form, especially for the purpose of carrying out the activities at individual Accelerator stages described in S 4 of these Regulations, to the processing of which the Applicant/ Participant consents in a declaration contained in the Registration Form if they are a natural person; if representing a legal person they are asked to read through the Information Clause on personal data processing.
2. Specific information about the Organiser's processing activities concerning the personal data of the persons referred to in para (1), and the rights of these persons in connection with such processing is available on the Issuer's website at:
 - a. <https://en.tauron.pl/rodo/information-clause-tpe-pa-tauron-progres>
- for the Applicant/ Participant who is a natural person;
 - b. <https://en.tauron.pl/rodo/information-clause-tpe-applicant-pa-tauron-progres>
- for an employee/ collaborator representing a legal person.

Section 7

MISCELLANEOUS PROVISIONS

1. These Regulations shall enter into force on 15.11.2021.
2. The Organiser reserves the right to discontinue the Accelerator without giving any reasons, which shall not constitute an amendment to these Regulations; provisions of S 5 paras (4)-(8) hereof shall apply accordingly.
3. The Organiser's obligations under the Accelerator shall not be deemed to be a public promise within the meaning of A 929 et seq. of the 23 April 1964 Civil Code.
4. The Accelerator is not a lottery or a betting transaction within the meaning of the 19 November 2009 Gambling Act.
5. The Organiser's warranties and representations, and promises made in these Regulations are not an offer within the meaning of A 66 et seq. of the Civil Code.

6. Nothing in these Regulations shall be deemed to limit or exclude any mandatory laws and regulations in force in the territory of the Republic of Poland. Should any provision of these Regulations be found to be unlawful, the remaining provisions hereof shall be unaffected.
7. These Regulations are subject to Polish law and are to be interpreted according to its provisions. Any disputes resulting from Accelerator participation shall be settled by a court of law with jurisdiction for the Organiser's registered office.
8. The Organiser reserves the right to cancel the Accelerator registrations, especially in case of material amendments to the legislation which is applicable to Accelerator participation, or in case of force majeure events. The Applicant shall not be entitled to any compensatory claims in such a case.