

"Hello CleanTech 2.0" TERMS AND CONDITIONS REGULATIONS

1. DEFINITIONS

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

Organizer (Lead Partner) - 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 Hello CleanTech 2.0.

Partners – companies or organizations that support Hello CleanTech 2.0. listed on Hello CleanTech 2.0. Website

Terms and Conditions - these Terms and Conditions.

Hello CleanTech 2.0 - the event organized under the name "Hello CleanTech 2.0" and governed by the rules set out in these Terms and Conditions.

Hello CleanTech 2.0 Website - website under the address: www.hellocleantech.com

Project - an innovative idea in the area in particular of energy storage, hydrogen, carbon tech, circular economy & bioeconomy, heat decarbonization, smart grid, renewables, digital solutions, battery recycling.

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 Hello CleanTech 2.0 Website, allowing the Participant to submit an application to participate in the Hello CleanTech 2.0.

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 Hello CleanTech 2.0, 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 Hello CleanTech 2.0 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 Hello CleanTech 2.0 acquired prior to such change and do not alter the fundamental principles of the Hello CleanTech 2.0 in the following cases:
 - 2.1.1. 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;
 - 2.1.2. 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;
 - 2.1.3. to prevent abuses of the Terms and Conditions;
 - 2.1.4. if necessary to improve the handling of the Participants;

- 2.1.5. if necessary to clarify interpretative doubts concerning the Terms and Conditions.
 - 2.2. In case of changes mentioned in sec. 2.2 above, they will be made public on the Hello CleanTech 2.0 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 Hello CleanTech 2.0 (resignation), before their entry into force.
 - 2.3. The objective of the Hello CleanTech 2.0 is to support entities which:
 - 2.3.1. implement innovative projects with development potential;
 - 2.3.2. 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 (Hello CleanTech 2.0 works) is performed with regard to the aforementioned objective of the Hello CleanTech 2.0.
- 2.4. This Hello CleanTech 2.0 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 as well as of the Cooperating Entities or their family members may not participate in the Hello CleanTech 2.0. Ascendants, descendants and spouses are considered family members.
- 3.2. Moreover, participation in the Hello CleanTech 2.0 is not allowed for entities which during the term of the Hello CleanTech 2.0 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 Hello CleanTech 2.0 is voluntary.

4. PARTICIPATION TERMS AND CONDITIONS

4.1. To apply for the Hello CleanTech 2.0, applicants are required to complete the Form and send it to the Organizer's IT system via the Hello CleanTech 2.0 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 Hello CleanTech 2.0.

4.3. The Form can only pertain to a single Project. A Participant may submit only one Project to the Hello CleanTech 2.0. 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 Hello CleanTech 2.0.

4.4. The Hello CleanTech 2.0 shall be held in the English language. The Form and any information submitted by Participants in relation to the application or during the Hello CleanTech 2.0 should be formulated in the English language.

4.5. In case it is necessary to contact a Participant with respect to the Hello CleanTech 2.0, 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: info@hellocleantech.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 Hello CleanTech 2.0:

5.2.1. Article 6 (1) letter f GDPR – the legitimate interest pursued by the Controller which is organization and performance of the of the HelloCleanTech 2.0, particularly communication with the Participants during the HelloCleanTech 2.0, selection of the Participants of the Demo Day, fulfilling the obligations specified in Terms and Conditions.

- 5.2.2. Article 6 (1) letter f GDPR –in case of the personal data of representatives, contact persons, co-authors and attorneys – legitimate interest of the data controller which is which is organization and performance of the HelloCleanTech 2.0, particularly communication with the Participants during the HelloCleanTech 2.0, selection of the Participants of the Demo Day, fulfilling the obligations specified in Terms and Conditions, maintenance and initiation of business relations with Participants and the performance of the Organizer’s activity in technology and innovation by presenting proposals of cooperation in the Organizer’s projects, also in case of entering into a contract with selected Participants - entering into and performing the contract, the necessity to identify persons acting on behalf of the Participant, also handling complaints, establishment, exercise or defense of potential legal claims, including after the Hello CleanTech 2.0 is finished.
- 5.2.3. Article 6 (1) letter f GDPR – the legitimate interest pursued by the Controller which is handling complaints, establishment, exercise or defense of potential legal claims, including after the Hello CleanTech 2.0 is finished.
- 5.2.4. Article 6 (1) letter f GDPR – the legitimate interest pursued by the Controller which is the maintenance and initiation of business relations with Participants and the performance of the Organizer’s activity in technology and innovation by presenting proposals of cooperation in the Organizer’s projects (such as presenting offers or performing negotiations), including after the Hello CleanTech 2.0 is finished.
- 5.2.5. Article 6 (1) letter b GDPR to enter into the contract with the selected Participant and the performance of that contract.
- 5.2.6. Article 6 (1) letter c GDPR for the performance of statutory obligations – the basis of processing is the legal obligation to which the controller is subject.
- 5.2.7. Article 6 (1) letter f GDPR – the legitimate interest of the controller to use the image of the Participants or their representatives which is the promotional and informational activity related to the Hello CleanTech 2.0 under the permission to use the image of the Participant’s, or its representative given in accordance with the Article 81 section 1 of the Law on Copyright and Related Rights’s of 4th February 1994, during events related to the Hello CleanTech 2.0. Dissemination of the Participant’s or its representative’s image will be solely for the purpose of informing of the Hello CleanTech 2.0 and promoting the Hello CleanTech 2.0 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).

- 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 Hello CleanTech 2.0 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.
- 1.1. 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: info@hellocleantech.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.
- 5.4. 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 including their contact data is available at www.hellocleantech.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.
- 5.5. 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 Hello CleanTech 2.0.
- 5.6. Provision of personal data in the Form for the purposes of applying to participate in the Hello CleanTech 2.0 is a requirement necessary to participate in the Hello CleanTech 2.0. Failure to provide this data precludes the possibility to participate in the Hello CleanTech 2.0. Provision of personal data for the purposes of complaints is a contractual obligation and is necessary to process complaint.
- 5.7. 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 Hello CleanTech 2.0, such as Demo Day, in accordance with Article 17 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 Hello CleanTech 2.0 and promoting the Hello CleanTech 2.0

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 Hello CleanTech 2.0 with regard to permission to use the image. Detailed information about the Partners are available on the web address: www.hellocleantech.com. Whoever does not consent to the dissemination of their image in the manner set out above, should not participate in the Hello CleanTech 2.0.

- 5.8. Personal data will be processed by the controller for the following period:
 - 5.8.1. Regarding the data processed to implement the Hello CleanTech 2.0 – for the duration of the Hello CleanTech 2.0, and fulfilling other obligations of the Organizer concerning the Terms and Conditions;
 - 5.8.2. Regarding the personal data processed for the performance of statutory requirements – until the expiry of potential obligations concerning the Hello CleanTech 2.0; potential further storage of personal data may only be performed if required by applicable law;
 - 5.8.3. For the establishment, exercise or defense of legal claims – until the expiry of material claims concerning the Hello CleanTech 2.0.
- 5.9. Every data subject enjoys the following rights according to the GDPR:
 - 5.9.1. the right to access to the personal data concerning the data subject, its rectification, erasure, and restriction of processing;
 - 5.9.2. 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;
 - 5.9.3. with regard to data processed based on a legitimate interest (Article 6(1) point (f) GDPR) – the right to object to processing;
 - 5.9.4. 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).

- 5.10. As regards the performance of the Hello CleanTech 2.0 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 HELLO CLEANTECH 2.0

- 6.1. The Hello CleanTech 2.0 shall be carried out from 1st November 2023 until 21st March 2024 in the following stages:
- 6.1.1. Stage I of the Hello CleanTech 2.0: 1st November – 15th December 2023.
- 6.1.2. Stage II of the Hello CleanTech 2.0: 4th January 2024 – 29th February 2024.
- 6.1.3. Stage III of the Hello CleanTech 2.0: 21st March 2024.
- 6.2. The schedule of the Hello CleanTech 2.0 is posted on the Hello CleanTech 2.0 Website.

7. STAGES OF THE HELLO CLEANTECH 2.0

- 7.1. Stage I of the Hello CleanTech 2.0 includes:
- 7.1.1. Submission of the Projects by completing the Form on the Hello CleanTech 2.0 Website and sending them online to the Organizer. Applications can be sent from 1st November 2023 00:00:01 AM until 15th December 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 Hello CleanTech 2.0

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 Hello CleanTech 2.0 will be notified about the results of the first stage of the Hello CleanTech 2.0 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 energy storage, hydrogen, carbon tech, circular economy & bioeconomy, heat decarbonization, smart grid, renewables, digital solutions, battery recycling.
- 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 Hello CleanTech 2.0 includes:

7.2.1. Selection of the Projects to cooperation 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 Hello CleanTech 2.0. Up to 12 Projects will be qualified to the Stage III and presented by the Participants at the Demo Day. Nine Projects will be selected by the Partners and three Projects will be selected by the Lead Partner. Each Partner chooses the three Projects, assigning them points accordingly (3 points – the best Project, 2 points – the second Project, 1 point - third Project selected). The Partner cannot vote for the Project submitted by the Partner's employee or employee's family member (ascendants, descendants and spouses are considered family members). Based on the points, a ranking list of nine Projects will be created. If several

Projects have the same number of points and is impossible to select nine Projects, the Projects with the same number of points will be ranked in a way that the one voted for by more Partners will be ranked higher. If several Projects have the same number of votes, the Lead Partner will select from these Projects the one which will be qualified to the Stage III.

7.2.4. In case a Participant is qualified to Stage III of the Hello CleanTech 2.0, the Participant is obliged to confirm their participation in this stage no later than within 14 days prior to the planned Demo Day.

7.3. Stage III of the Hello CleanTech 2.0 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 Hello CleanTech 2.0 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 Hello CleanTech 2.0.
- 7.5. If a Project is rejected during the Hello CleanTech 2.0 for any of the reasons set out in sec. 7.4 above, it can no longer be part of the Hello CleanTech 2.0, and the Participant that submitted the rejected Project is disqualified (excluded from the Hello CleanTech 2.0).
- 7.6. The Organizer may publish documents (e.g. a brief or manual) with detailed descriptions of the stages of the Hello CleanTech 2.0, 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 Hello CleanTech 2.0.

8. COSTS

- 8.1. Participants incur the costs connected with participation in the Hello CleanTech 2.0 at their own expense. The Organizer is not obliged to refund to the Participants any costs connected with their participation in the Hello CleanTech 2.0.

9. COMPLAINTS PROCEDURE RULES

- 9.1. Participants should submit all complaints concerning the conduct of the Hello CleanTech 2.0 in writing during the Hello CleanTech 2.0 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: info@hellocleantech.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 Hello CleanTech 2.0, 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 Hello CleanTech 2.0, 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 Hello CleanTech 2.0 are posted on the Hello CleanTech 2.0 Website and are also downloadable in PDF format.
- 11.2. From the moment of submission of the Form to the end of the Hello CleanTech 2.0, all communication related to participation in the Hello CleanTech 2.0 is conducted electronically via a message sent to the E-mail address provided by the Participant in the Form. The Organizer uses the following e-mail address concerning Hello CleanTech 2.0: info@hellocleantech.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 Hello CleanTech 2.0 are subject to the laws of the Republic of Poland and should be interpreted in accordance with the Polish law.