

Rules of the ORLEN Skylight Accelerator Programme

§1. GENERAL PROVISIONS AND DEFINITIONS

1. These Rules define the rules of recruitment for and operation of the ORLEN Skylight accelerator Programme.
2. The ORLEN Skylight accelerator Programme (the “Programme” or the “Accelerator”) is organised by ORLEN Spółka Akcyjna, with its registered office at ul. Chemików 7, 09-411 Płock, Poland, entered into the Business Register maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under No. KRS 0000028860, Tax Identification Number (NIP) 7740001454 (“ORLEN S.A.” or the “Organiser”).
3. The purpose of the Programme is to enable start-ups active in the area of new technologies to present, prepare and possibly pilot implement business proposals for the Organiser or an ORLEN Group company.
4. The terms used in these Rules shall have the following meanings:
 - 1) Acceleration shall mean an individual action plan for the Start-up under the Programme, agreed by the Parties in the implementation plan, with its start date being the date of the Acceleration Agreement;
 - 2) Applicant shall mean a Start-up which has submitted an Application to participate in the Accelerator;
 - 3) ORLEN Group shall mean ORLEN S.A., its legal successors and any subsidiary, parent or related companies of ORLEN S.A. (within the meaning of the Accounting Act of September 29th 1994 (Dz.U. of 2021, item 217, consolidated text, as amended));
 - 4) Committee shall mean a body composed of representatives designated by the Organiser or an ORLEN Group company;
 - 5) Operator shall mean Rebels Valley Sp. z o.o., with its registered office at ul. Chmielna 2/31, Warsaw, Poland, entered in the Business Register of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000366597, Tax Identification Number (NIP) 5222962340;
 - 6) Product shall mean the innovative solution offered by the Start-up to address a selected Challenge, as specified and described in the Application;
 - 7) Rules shall mean these Rules of the Programme;
 - 8) GDPR shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
 - 9) Start-up shall mean an entity of any organisational and legal form which has been engaged in commercial operations for no more than six years (where justified, the Organiser reserves the right to accept the participation in the Programme of technology companies that have operated on the market for a period longer than six years but shorter than ten years), which is in the growth phase and is capable of offering innovative solutions;
 - 10) Website shall mean the dedicated Programme website operated by the Organiser;
 - 11) Parties shall mean the entities participating in the Programme, i.e. the Applicant (Start-up), and the Organiser or an ORLEN Group company;
 - 12) Acceleration Agreement shall mean the agreement between the Organiser or an ORLEN Group company and the Start-up whose Product has been selected by the Organiser or an ORLEN Group company;

- 13) Call shall mean the business needs of the Organiser or an ORLEN Group company listed and updated from time to time on the Website.
 - 14) Application shall mean the application form to join the Programme filled in by the Start-up and submitted in electronic form.
5. Information about the Programme and the current text of these Rules are available on the Website.
 6. The Programme is organised within the territory of Poland.

§2. CONDITIONS FOR PARTICIPATION

1. The Programme is targeted at Start-ups which:
 - 1) have a Product at least at the MVP (Minimum Viable Product) prototype stage, with the proviso that the Organiser or an ORLEN Group company reserves the right to accept Applications for Products at a pre-MVP stage;
 - 2) are entitled to dispose of the rights in the Product, particularly they meet the requirements set out in Section 5 of these Rules;
 - 3) offer Products in compliance with the applicable laws, and their business cannot be considered to jeopardise the interests or good name of the Organiser or an ORLEN Group company;
 - 4) in respect of which there are no grounds for filing a bankruptcy petition and for which no liquidation proceedings are threatened or pending;
 - 5) agree to continue to satisfy all the requirements and hold all the rights referred to above until the end of their participation in the Accelerator.
2. Companies of the ORLEN Group and individuals employed under employment contracts or collaborating with the Organiser or ORLEN Group companies on any basis other than employment contracts, shall be excluded from participation in the Programme as Applicants.
3. To join the Programme, a Start-up must complete the following steps:
 - 1) duly apply for the Programme by completing the application form available on the Website;
 - 2) accept these Rules;
 - 3) accept the ORLEN General Terms and Conditions of Cooperation ("GTCC") and acknowledge having read the Acceleration Agreement template available on the Website;
 - 4) read the information on personal data processing under the Programme;
 - 5) consent to being contacted by telephone, including text messages, and to receiving information sent to the email address it has provided.
4. Submission of an Application to the Programme shall be free of charge and shall not give rise to any commitments on the part of the Organiser or the Operator prior to signing the Acceleration Agreement.
5. The Organiser shall not remunerate or reimburse the Applicants for submitting their Applications or participating in the Programme prior to signing the Acceleration Agreement. All costs of participation in the Programme, in particular the cost of preparing the Application, logistics and Internet access, shall be borne by the Start-up.

§3. RULES FOR EVALUATING APPLICATIONS

1. As part of the Programme, the Operator (engaged by the Organiser) or an ORLEN Group company, shall collect information about the Start-ups and Products in order to select, based on the data presented in the Application, those with the highest growth and implementation potential in terms of delivering added value for the Organiser.

2. If the Start-up is found to have met all the formal (obligatory) criteria listed in Section 3.4 below, the Organiser shall contact the selected Start-ups to obtain detailed information on the Product. The Organiser reserves the right to contact only selected Start-ups. The Organiser's decision shall be final, non-appealable and shall not require the Organiser to provide any reasons.
3. The scope and rules of cooperation between the Organiser and the Start-up under the Programme may vary depending on the Product stage, its specific characteristics, etc.
4. In reviewing the Applications, the Organiser or an ORLEN Group company, supported by the Operator, shall be guided by the following criteria:

Formal (obligatory) criteria - required score: 3 points

- 1) the Start-up's Application is complete and addresses all fields in the form (0-1 point);
- 2) the solution offered by the Start-up pertains directly to the relevant Call (0-1 points);
- 3) The Applicant has been engaged in commercial operations on the market for no more than 10 years (0-1 point).

Substantive criteria - required score: 20 points or more

- 1) the Applicant's experience in implementing projects, together with business partners (SMEs or large enterprises), involving Products at various stages of development, in the same or similar thematic areas as those defined by the Call selected by the Applicant (up to 5 points);
 - 2) the Applicant's experience in raising external capital for developing business (up to 5 points);
 - 3) experience of key human resources of the Applicant (up to 5 points);
 - 4) implementation potential and scalability of the Product (up to 3 points);
 - 5) Product readiness level (up to 5 points);
 - 6) expected benefits for ORLEN S.A. or an ORLEN Group company (up to 5 points).
5. The Start-up selection process has been divided into the following stages:
 - 1) Stage 1 – Applications are verified for compliance with the formal (obligatory) criteria listed in Section 3.4, and the Applications with the highest development and implementation potential are selected;
 - 2) Stage 2 – the selected Applications are verified based on the detailed information prepared by the Applicants in response to the Operator's invitation, taking into account the level of compliance with the substantive criteria set out in Section 3.4; such invitation shall be sent via email; the selected Applicants shall be invited to present the Product to the Organiser or an ORLEN Group company;
 - 3) Stage 3 – presentation of the Product by each Applicant and evaluation by the Committee's of the selected Applications;
 - 4) Stage 4 – preparation and execution of the Acceleration Agreement and appendices thereto, including, without limitation, the implementation plan (as part of the procurement process carried out via the Connect procurement platform).
 6. Submitting an Application in response to a Call shall not preclude the Applicant from submitting Applications for other Calls. To this end, an Applicant should submit other Applications.
 7. The Organiser reserves the right to end or discontinue the evaluation of Applications for individual Calls at any time.
 8. The Organiser shall be assessing Applications in accordance with the Application rounds. An Application shall be evaluated in a given round provided it has been submitted in line with the timetable posted on the Website.

§4. ACCELERATION PROCESS

1. The Operator shall provide Start-ups with, inter alia, professional business, mentoring and advisory support. The Operator's or an ORLEN Group company support shall focus on creating a high quality business proposal for the Organiser as well as delivering the objectives set out in the Acceleration Agreement. The support shall cover workshops, meetings and analysis of information exchanged by the Parties, intended to increase the likelihood of further commercial cooperation with the Organiser.
2. Expert support under the Programme shall be provided by means of workshops, conference calls and one-to-one meetings arranged by the Operator's team. Expert support shall also be provided through market experts engaged by the Operator having experience in the preparation or assessment, and subsequent implementation, of proposals addressed to large corporations, as well as through the Organiser's own human resources. The initial scope of the Organiser's infrastructural resources required to deliver the objectives of the Acceleration Agreement should be specified by the Applicant in the Application.
3. The Acceleration process shall be pursued by stages, where launching further work shall be conditional on the achievement of specific Milestones. The Milestones shall be agreed by the Parties in the implementation plan attached as an appendix to the Acceleration Agreement.
4. The Accelerator shall be a non-equity scheme, with funds received by Start-ups payable for the provision of services or delivery of products in accordance with the Acceleration Agreement based on invoices.
5. Each person designated by a Start-up to participate in the Accelerator activities and business or industry events conducted as part of the Accelerator must be a party to a contract of employment with the Start-up, or otherwise collaborate with the Start-up under a civil-law contract, with the proviso that the Organiser (and the Operator acting on its behalf) reserves the right to verify the authority of the persons representing the Start-up;
6. The Start-up shall bear full responsibility for any acts and omissions of the persons it has designated to participate in the Accelerator, and for the grant by the persons referred to in Section 5 above of the consents and acceptances necessary to perform the Acceleration Agreement, including, without limitation, the obligations set out in the GTCC.
7. The Organiser or an ORLEN Group company has the right to terminate the Acceleration in the event of any breach of the Acceleration Agreement, GTCC, these Rules, applicable laws or a threat of compromising the good name of the Organiser or an ORLEN Group company. The Organiser's or an ORLEN Group company decision shall be irrevocable, non-appealable and shall not require the Organiser to provide any reasons.
8. Successful completion of the Acceleration shall not obligate the Organiser to enter into further commercial cooperation with the Start-up.

§5. INTELLECTUAL PROPERTY RIGHTS

1. By submitting an Application the Applicant represents and warrants that it is entitled to dispose of the rights in the Product and the Product is free from any legal defects that would prevent the Start-up from performing its obligations under these Rules or under the Acceleration Agreement, including the GTCC, and the Start-up represents and warrants that the use of the Product by the Organiser/ORLEN Group company will not result in infringement of any third-party rights, including, without limitation, any intellectual property rights.

2. The Applicant acknowledges that the Organiser or an ORLEN Group company (individually or in partnership with third parties) is engaged in activities which may produce solutions similar to those described in the Application. Therefore, nothing in these Rules shall be construed as the Organiser's or an ORLEN Group company's commitment to refrain from conducting its own research or development work or any other work which may produce solutions similar to those described in the Application.

56. PERSONAL DATA

1. The controller of personal data of the persons submitting the Application on behalf of the Start-up, persons participating in the Programme and persons named in the Application is ORLEN S.A., with its registered office at ul. Chemików 7, Płock, Poland. The data controller can be contacted at the following telephone numbers: (+48 24) 256 00 00, (+48 24) 365 00 00, (+48 22) 778 00 00.
2. The Data Protection Officer at ORLEN S.A. S.A. can be contacted via the following email address: daneosobowe@orlen.pl. The Data Protection Officer can also be contacted by letter sent to ORLEN S.A. S.A.'s registered address provided in Section 6.1 above, for the attention of "*Inspektor Ochrony Danych*". Details of the Data Protection Officer are also available in the Contacts section of the Programme website.
3. The following personal data shall be processed: name and surname; home address; email address; telephone number; image.
4. Personal data of the persons referred to in Section 6.1 shall be processed for the purpose of:
 - 1) taking steps, at the Applicant's request, in connection with their participation in the Programme;
 - 2) reviewing the Application submitted by the Applicant;
 - 3) establishing cooperation, concluding and performing the Acceleration Agreement;
 - 4) discharging ORLEN S.A.'s legal obligations under applicable laws, in particular its obligations under tax and accounting laws, obligations of an obligated institution under the Anti-Money Laundering and Counter Terrorist Financing Act, misconduct and irregularity prevention obligations related to anti-corruption regulations, and other regulations applicable to the agreement;
 - 5) establishing or maintaining business relationships, including contacts by correspondence or telephone;
 - 6) establishing, exercising or defending legal claims.
5. The legal basis for the processing of personal data of the persons referred to in Section 6.1 for the purposes specified in Section 6.4 above is:
 - 1) performance of an agreement or taking steps prior to entering into an agreement (in accordance with Article 6(1)(b) of the GDPR);
 - 2) discharging ORLEN S.A.'s legal obligations (in accordance with Article 6(1)(c) of the GDPR) under tax laws or accounting laws (the Accounting Act), and discharging its obligation as an Obligated Institution under the Anti-Money Laundering Act or other regulations applicable to the agreement;
 - 3) legitimate interests pursued by ORLEN S.A. (in accordance with Article 6(1)(f) of the GDPR), involving the proper and effective performance of the agreement between ORLEN S.A. and the Applicant, as well as the handling, exercise and defence of legal claims, if any.
2. ORLEN S.A. shall process personal data during the Programme participation period, the time prescribed by law, or until all the claims become time-barred (whichever is later).

3. ORLEN S.A. may disclose personal data to its partners, in particular entities involved in the Programme, ORLEN Group companies – provided that the data subject consents to such disclosure, IT service providers, as well as providers of services covering invoicing, settlement of accounts, delivery of letters and packages, as well as consultancy, legal support, debt collection and archiving.
4. The persons referred to in Section 6.1 shall have:
 - 1) the right to access their data and receive a copy thereof;
 - 2) the right to rectify (correct) their data if it is incorrect or out of date, and to erase it where the data is not processed in order to comply with a legal obligation or in the exercise of official authority;
 - 3) the right to restrict or object to the processing of data; an objection may be raised where ORLEN S.A. processes the personal data on grounds of its legitimate interests;
 - 4) the right to lodge a complaint with the President of the Personal Data Protection Office (address: ul. Stawki 2, 00-193 Warsaw, Poland).
3. Provision of personal data is voluntary, but necessary to register for and participate in the Programme. Failure to provide personal data shall make it impossible to register for and participate in the Accelerator.
4. The Organiser will not process personal data for the purpose of automated decision-making or transfer it to third countries.

§7. MISCELLANEOUS

1. The Organiser reserves the right to terminate the Programme with immediate effect or cancel it at any time, in particular as a result of a change of applicable laws or force majeure. The Organiser shall communicate its decision to terminate or cancel the Programme on the Website and in an email sent to the Applicants.
2. The Organiser reserves the right to amend these Rules at any time. Amendments to these Rules shall take effect as of the moment specified in the amended Rules. The Organiser shall communicate any amendments to these Rules on the Website and in an email sent to the Applicants, specifying the updated text of the Rules and the date on which the amended Rules come into force.
3. The Programme is not a public promise within the meaning of Art. 919 of the Polish Civil Code.
4. These Rules have been drawn up in the Polish and English language versions. In the case of any discrepancy between these language versions, the Polish version shall prevail.
5. The effective date of these Rules is **22nd June 2022**.