

**Terms and Conditions for the use of the services of the Foundation for  
Entrepreneurship Development "Twój StartUp"**

"Fundacja Rozwoju Przedsiębiorczości "Twój StartUp"

The Terms and Conditions are effective from 1 January 2024.

**Article 1. General Provisions**

1. These Terms and Conditions, hereinafter referred to as the "T&C", define the terms and conditions of the provision of assistance by the Foundation for Entrepreneurship Development "Twój StartUp", hereinafter referred to as the "Foundation", to natural persons planning to start their own business.
2. The aid referred to in item 1 hereof shall be provided on the basis of these T&Cs and the Cooperation Agreement concluded with the Beneficiary referred to in article 2 item 9 of these T&Cs.
3. The Beneficiary declares that the Support Program Membership is directly related to their business.

**Article 2. Definitions**

1. Support Program - technical and organizational forms of assistance specified in these T&Cs, provided by the Foundation to individuals;
2. Office - a usable space created with a cooperating institution on the basis of a separate agreement in order to use the intellectual potential and support in conducting business activities of the academic community and startups operating under the Support Program;
3. Coordinator - a person authorized by the Foundation's Management Board to manage the Branch and perform other activities specified by the power of attorney for the Foundation in a given region;
4. Manager - a person performing tasks of the Coordinator and appointed by the Management Board to monitor and control its subordinate Branches;
5. Director – a person performing the tasks of the Coordinator and delegated by the Management Board to manage the project assigned to him in the Foundation;
6. Management Board of the Foundation - management body of the Entrepreneurship Development Foundation "Twój StartUp" with its registered office in Warsaw;
7. Application - a document on the basis of which the Foundation qualifies an individual for the Support Program;

8. Beneficiary - a natural person qualified by the Foundation for the Support Program, who signed a Cooperation Agreement with the Foundation;
9. Agreement with the Beneficiary or Cooperation Agreement - an agreement regulating the mutual rights and obligations of the Foundation and the Beneficiary;

### **Article 3. Assistance Provided by the Foundation**

1. The Foundation, as part of the Support Program, helps, creates and organizes conditions enabling the Beneficiaries to start their business activity. The assistance referred to above shall be understood as:
  - 1) constant assistance and advice of the Branch Coordinator, equipped with professional business knowledge;
  - 2) legal assistance, in the form of legal advice via e-mail (2.5 hours of lawyer's working time), on the terms described in the attachment to the T&Cs, entitled 'Detailed rules for the provision of legal advice';
  - 3) provision of accounting and human resources services;
  - 4) the right to use the Foundation's mark for the duration of the Support Program Membership;
  - 5) use of the usable area of the Foundation's offices with office equipment located in it, up to 20 hours a month, under the conditions set out below:
    - a) unused hours in a given month shall not transfer to the next month;
    - b) the Beneficiary is entitled to 20 hours per project;
    - c) the rooms and equipment within 20 hours may only be used by the Beneficiary and the co-founder referred to in article 9 item 6 of these T&Cs.
    - d) the use of the office space is only available to persons specified in letter c), the Beneficiary is not entitled to transfer the right to use the rooms to other persons, in particular to persons not cooperating with the Foundation.
  - 6) dispatch and receipt of mail and use of the correspondence address of the Foundation's Branch Office;
  - 7) assistance in obtaining contracts for Beneficiaries, in particular by:
    - a) organization of business meetings;
    - b) possibility of participating in nationwide competitions;
    - c) opportunity to participate and present their activities under the Support Program during events organized by the Foundation
    - d) access to the job announcements website (the so-called "Order Exchange");
    - e) individual bank sub-account
2. To the Beneficiaries interested in additional services, the Foundation offers the

services listed below, priced each time by the Branch Coordinator or the Foundation's Management Board in consultation with the Beneficiary. These services include:

- a) additional assistance exceeding the limit of services described in item 1 above as part of the fee referred to in article 9 item 1-3;
  - b) accounting advice after exiting the Foundation's structures;
  - c) legal advice after exiting the Foundation's structures;
  - d) IT advice after exiting the Foundation's structures;
  - e) possibility of using additional services offered to business partners by entities cooperating with the Foundation and others, depending on the individual needs of the Beneficiary;
  - f) Premium Package, i.e. extra services of the Support Program available to a limited number of Beneficiaries after meeting additional requirements, on the terms described in the Terms and Conditions of the Premium Package;
  - g) factoring service, available on the terms described in the Factoring T&Cs;
  - h) car rental, available on the terms described in the Car Rental T&Cs;
  - i) rental of cash registers, available on the terms described in the T&Cs for rental of cash registers;
  - j) rental of other movables.
3. The commencement of the Support Program takes place after signing the Cooperation Agreement with the Beneficiary on the terms set out in these T&Cs and this Agreement.
  4. The Beneficiary complying with the T&Cs has the right to use additional services provided under the Support Program.
  5. The Foundation provides Beneficiaries with training in the CRM system (the Foundation's invoice and personnel system) in a stationary and online form. Training in the CRM system is not mandatory and does not affect the Beneficiary's ability to use the Support Program.

#### **Article 4. Criteria for the Support Program Membership**

1. Only natural persons who are over 18 years of age and minors who obtained the consent of their legal guardians may participate in the Support Program.
2. The Foundation reserves the right to give priority to the Support Program Membership to students and graduates of the University at which the Foundation Branch was established.
3. The following projects are not allowed to participate in the Support Program:
  - 1) posing a threat to the natural environment;
  - 2) burdensome for other undertakings and projects operating in the Foundation;
  - 3) conflicting with common moral and ethical standards;

- 4) contrary to the mission and objectives of the University listed in the Statute of the University,
  - 5) contrary to the law;
  - 6) not allowed by the Coordinator/Manager/Director for formal and legal reasons.
4. The following are not allowed to participate in the Support Program:
- 1) persons effectively sentenced under article 41 item 2 of the Criminal Code (Polish Journal of Laws "Dziennik Ustaw" 1997 No. 88, item 553, as amended)
  - 2) persons who violated the provisions on unfair competition.
5. In cases where it is not possible to clearly determine the facts listed in items 3 and 4 hereof, the Branch Coordinator, after consulting the Legal Department and/or the Foundation's Management Board, shall make decisions as to the qualification of a given person to the Support Program.

#### **Article 5. Procedure for Granting Access to the Support Program**

1. The Foundation provides assistance at the request of the entity concerned.
2. The application referred to in item 1 above is in the form of an application form for pre-incubation, a specimen of which is posted on the Foundation's website.
3. A properly completed form is submitted to the Coordinator/Manager/Director.
4. The Coordinator/Manager/Director, after consulting the Legal Department and/or the Foundation's Management Board, decides to qualify the person concerned for the Support Program.
5. In the event of rejection of the Application, the justification for issuing such a decision shall be provided.
6. After accepting the application, the Coordinator/Manager/Director/Management Board of the Foundation signs a Cooperation Agreement with a natural person who becomes the Beneficiary of the Foundation.
7. In the event that the project is carried out by more than one person, each of these persons signs an annex to the Cooperation Agreement while maintaining the activities referred to in article 5 (1-4).
8. The Beneficiary may receive a token for electronic banking from the Foundation for an additional fee.
9. Upon the commencement of the Cooperation Agreement within the Foundation, a separate organizational unit with the nomenclature given by the Beneficiary is created. The Beneficiary bears full and sole responsibility for the activities it undertakes as part of the organized part of the enterprise referred to in the preceding sentence and bears full responsibility for the obligations

incurred in connection with the implementation of the project.

10. From the moment of joining the Support Program, the Beneficiary may undertake all activities provided for in the Cooperation Agreement and these T&Cs. The Beneficiary is not able to take any actions, in particular such as issuing VAT invoices, in the period before the conclusion of the Cooperation Agreement with the Foundation, as well as after its termination.
11. Joining the Support Program is not tantamount to granting the Beneficiary a power of attorney to represent the Foundation, including to incur any obligations on behalf of the Foundation. The Beneficiary is responsible for the obligations incurred on its own.

#### **Article 6. Statements of the Beneficiary**

1. In connection with the implementation of the project, the Beneficiary is obliged to pay value added tax (VAT) related to its project at the current rate applicable in the Republic of Poland.
2. In connection with the implementation of the project, the Beneficiary is obliged to pay personal income tax (PIT) in the case of payments under a contract for work or order at the current rate applicable in the Republic of Poland.
3. In connection with the implementation of the project, the Beneficiary is obliged to bear the costs of paying retirement, disability, sickness and accident contributions in the event of such a necessity provided for by law.
4. The Beneficiary is responsible for VAT, PIT and contributions specified in item 3 above regarding its activities within the organized part of the enterprise and is obliged to reimburse from its own funds any arrears of the Foundation from the above-mentioned titles, which result directly or indirectly from its activities in the form of an organized part of the enterprise.
5. The Beneficiary is not entitled to plead ignorance of the Polish legal regulations in the field of public-law receivables referred to in items 1-4 hereof.
6. Information obtained by the Beneficiary in connection with cooperation with the Foundation, in particular technical, technological, organizational or other information of economic value, which as a whole or in a specific combination and set of their elements are not commonly known to third parties, constitute a trade secret of the Foundation. The use or disclosure of information constituting a trade secret constitutes an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition.
7. The Beneficiary is not entitled to plead ignorance of the law and the obligations imposed on it by the law, the T&Cs, the Cooperation Agreement, the guidelines of the Coordinator/Manager/Management Board and is not exempt from the obligation to perform them.

## **Article 7. Principles of Operation of the Beneficiaries in the Support Program**

1. Beneficiaries of the Support Program act on behalf of and at the risk of the Foundation within the framework of contracts of mandate and specific work concluded with the Foundation regarding the payment of remuneration.
2. The Foundation reserves the right to pursue a claim against the Beneficiary of the Support Program to compensate for any damage to the Foundation incurred in connection with the action or omission of the Support Program Beneficiary.
3. The use of funds entrusted by the Foundation and resources received from grants, subsidies or other forms of assistance obtained with the participation of the Foundation is subject to supervision.
4. The Foundation's assistance is provided for an indefinite period.
5. Supervisory activities are performed by: Coordinator, Branch Manager, Director, and in special cases the Foundation's Management Board.
6. The Beneficiary is obliged to diligently and timely fulfill its obligations towards the Foundation, in particular those determined by the Cooperation Agreement, the T&Cs, the decision of the Foundation's Management Board, the Coordinator, the Manager or the Director.
7. In order to ensure an efficient accounting system, the Beneficiary is obliged to settle financial matters on an ongoing basis, in particular it is obliged to provide the Coordinator/Branch Manager/Director with full accounting documentation created in connection with the business and the Support Program Membership. The Beneficiary is also obliged to submit the documentation by the 5th day of each month for the previous month.
8. The Beneficiary is obliged to reimburse the Foundation for flat-rate monthly administrative costs on the terms set out in article 9 of these T&Cs.
9. In the event of a change in the T&Cs, as a result of which the Beneficiary's obligations will increase in connection with the project carried out by it, the Beneficiary shall fulfil them, monitor them independently and comply with any guidelines in this regard provided by the Coordinator, Manager, Director, or Management Board. Failure to comply with this provision entitles the Foundation, in addition to the disciplinary procedures indicated in article 10 of the T&Cs, to terminate the agreement with the Beneficiary without notice due to the Beneficiary's fault.
10. In the event of a change in applicable law, as a result of which it will be necessary to incur administrative or other fees necessary for the proper performance of the obligations imposed, the Foundation is entitled to set additional fees in this respect in a separate Annex to these T&Cs. It is assumed that the addition of an attachment referred to herein is not an amendment to the T&Cs.

11. In the event of a failure to comply with the obligations under items 6-10 above, the disciplinary procedures specified in article 10 of these T&Cs shall apply to the Beneficiary.
12. The Beneficiary declares that, as far as possible and required, it will use the offers of other Beneficiaries of the Support Program in his business, which may not lead to a restriction of free and fair competition.
13. During the period of using the Support Program, the Beneficiary cannot be deregistered from the Social Insurance Institution (ZUS) as an insured person more than twice in a calendar year.
14. If the Beneficiary makes regular monthly payments under these T&Cs, it is assumed that in such a case there has been an implicit acceptance of the content of the Cooperation Agreement, the T&Cs and the price list and that the Cooperation Agreement is in force. At the same time, the Beneficiary does not have the right to demand reimbursement of these fees for unjust enrichment.
15. If the Beneficiary fails to pay the administrative fees indicated in article 9 for a period of three months, the Foundation has the right to block the Beneficiary from using the Support Program and/or terminate the Cooperation Agreement without notice.
16. The Foundation has the right to demand the establishment of securities unilaterally determined by it, conditioned by the degree of development, complexity and other factors related to the Beneficiary's activity.
17. The Foundation is entitled to transfer to the Beneficiary, subject to the return at the time of expiry or termination of the Agreement, the Foundation's property in the form of electronic or other equipment, deemed necessary for the proper provision of services under the Cooperation Agreement.
18. The Foundation is entitled to establish a list of activities for which it is entitled to charge additional fees.
19. By accepting these T&Cs and signing the Cooperation Agreement, the Beneficiary declares that it is aware that the Foundation is exposed to economic and legal risk in connection with its business activity, and that it agrees with and accepts the above-mentioned risk.

#### **Article 8. Suspension the Support Program Membership**

1. The Beneficiary has the right to suspend the period of use of the Support Program. The use of the Support Program may be suspended for a period of no more than 3 months during a calendar year, in any configuration, provided that it is not possible to suspend in the month of December.
2. In order to exercise the possibility of suspension, the Beneficiary shall report this fact to the Coordinator/ Manager/Director at the latest by the last working day of the month preceding the date of commencement of the suspension period.

3. The Support Program membership suspension period is included in the total period of the Support Program Membership. For the period of suspension, the Beneficiary shall pay the flat-rate administrative costs in the amount of PLN 50.00 (say: fifty zlotys, 00/100) excl. VAT for each month of membership suspension, in the case of persons referred to in article 9 item 2, this fee is PLN 60.00 (say: sixty zlotys 00/100), and in the case of persons referred to in article 9 item 3, this fee is PLN 100.00 (say: one hundred zlotys 00/100) for each month of suspension of activity within the Foundation.
4. During the suspension period, the Beneficiary cannot perform any activities under the Support Program, in particular such as issuing VAT invoices, funds withdrawals or use of rooms. Any action taken by the Beneficiary during the suspension period shall terminate the suspension period.
5. If the suspension period ends during a calendar month, it is assumed that the suspension period is equal to the period of a full month, and the administrative fee referred to in article 9 item 1, 2 or 3 is charged for the entire calendar month.
6. For the collection of fees for the suspension period, the provisions of article 9 item 4 - 5 of the T&Cs apply.
7. The Beneficiary cannot suspend its activity in the Support Program in the last month of membership (month of termination of the agreement).
8. The Beneficiary may not suspend the activity in the case of an employment contract concluded with him or with a third party in order for these persons to perform activities for the Beneficiary's project,

#### **Article 9. Reimbursement of Administrative Costs Incurred by the Foundation**

1. For the Support Program membership, described in article 3 item 1 The Beneficiary undertakes to reimburse the Foundation for flat-rate monthly administrative costs in the amount of PLN 350.00 (say: three hundred and fifty zlotys, 00/100) excl. VAT, without additional request for payment, by the fourth day of each month, starting from the month of joining the Support Program.
2. In the case of a Beneficiary who is a foreigner and a legalization procedure is necessary requiring the Foundation to prepare or obtain appropriate documentation (e.g. annex, agreement, statement), the flat-rate monthly administrative costs are PLN 400.00 (say: four hundred zlotys 00/100) excl. VAT, without additional request for payment, by the fourth day of each month, starting from the month of joining the Support Program.
3. If the Beneficiary uses the Premium Package, the flat-rate monthly administrative costs amount to PLN 700.00 (say: seven hundred zlotys 00/100) excl. VAT, without additional request for payment, by the fourth day of each month, starting from the month in which the Beneficiary joined the Premium Package.



4. In the event that, in a given calendar month, the Foundation, as part of cooperation with the Beneficiary in the implementation of the Support Program, the Beneficiary achieves an income of at least PLN 350.00 (say: three hundred and fifty zlotys, 00/100), or PLN 400.00 (say: four hundred zlotys 00/100) in the case referred to in item 2, or PLN 700.00 (say: seven hundred zlotys 00/100) in the case referred to in item 3, the Foundation's income in this amount is considered to cover the costs of the administrative fee referred to in item 1, 2 or 3.
5. In the event referred to in item 4 the Beneficiary authorizes the Director/Manager/Coordinator to collect monthly administrative costs and additional fees from his sub-account.
6. In the event that the business project is conducted by more than one person, the flat-rate administrative costs referred to in item 1 or 2 shall be increased by PLN 60.00 (say: sixty zlotys 00/100) excl. VAT, and in the case of item 3 by PLN 120.00 (say: one hundred and twenty zlotys 00/100) for each person who is a co-founder of the project, subject to item 7 below.
7. If the business is conducted by more than one person, who will be a foreigner and for whom a legalization procedure will be necessary, requiring the Foundation to prepare or obtain appropriate documentation (e.g. attachment, agreement, statement), the flat-rate costs referred to in items 1, 2 and 3 shall be increased by PLN 350.00 (say: three hundred and fifty zlotys, 00/100) increased by the VAT tax due. This fee is always charged if it is necessary to carry out the legalization procedure and submit appropriate documentation by the Foundation and it does not depend on the number of people implementing the project.
8. If a project is created under the Support Program, the level of economic development of which requires the handling of at least 25 accounting documents above the limit of 25 accounting documents (without sales invoices), the amount of monthly flat-rate administrative costs will be increased by PLN 50.00 (say: fifty zlotys 00/100) excl. VAT.
9. If a project is created under the Support Program, the level of economic development of which requires the handling of at least 50 accounting documents above the limit of 25 accounting documents (without sales invoices), the amount of monthly flat-rate administrative costs will be increased by PLN 100,00 (say: one hundred zlotys 00/100) excl. VAT.
10. If a project is created under the Support Program, the level of economic development of which requires the handling of at least 100 accounting documents above the limit of 25 accounting documents (without sales invoices), the amount of monthly flat-rate administrative costs will be increased by the amount individually determined by the Management Board.
11. If the Foundation concludes civil law contracts with third parties in order for

them to perform activities for the Beneficiary's project in the number of more than three persons within one organized part of the enterprise, an additional fee of PLN 25.00 (say: twenty-five zlotys 00/100) increased by the VAT tax due is charged for each subsequent person.

12. In the event that the Foundation concludes civil law contracts with third parties in order for them to perform activities for the Beneficiary's project, when these persons are foreigners and a legalization procedure is necessary, requiring the Foundation to prepare or obtain appropriate documentation (e.g. attachment, agreement, statement), the monthly administrative costs are PLN 350.00 (say: three hundred and fifty zlotys, 00/100) excl. VAT. This fee is always charged if it is necessary to carry out the legalization procedure and submit appropriate documentation by the Foundation and it does not depend on the number of people implementing the project.
13. In the case of concluding an employment contract with third parties or the Beneficiary in order for these persons to perform activities for the Beneficiary's project, the flat-rate monthly administrative costs are PLN 900.00 (say: nine hundred zlotys 00/100) excl. VAT. This fee is charged for the purposes of additional personnel and accounting services related to the conclusion of the employment contract.
14. The employment contract referred to in item 13 above, may be concluded 3 times as the maximum with the same person, with the total duration of the contracts in question not exceeding 33 months.
15. The deadline for monthly flat-rate administrative costs referred to herein is the 4th day of this month. If the fee is introduced with a delay of 7 to 13 days – the surcharge is PLN 50.00 (say: fifty zlotys 00/100) excl. VAT, if with a delay of 14 to 20 days – the surcharge is PLN 100.00 (say: one hundred zlotys 00/100) excl. VAT, and if above 21 days - the surcharge is PLN 150.00 (one hundred fifty zlotys 00/100) excl. VAT.
16. The administrative fee is charged for a full calendar month, regardless of the part of the month in which the Beneficiary started using the Support Program.
17. The Foundation can charge additional fees for other activities carried out for the Beneficiaries.
  - 1) for issuing the second and subsequent earnings certificates in a given month – PLN 25.00 (say: twenty-five zlotys 00/100) excl. VAT,
  - 2) if the Foundation needs to communicate on the Beneficiary's project with state authorities, institutions, other entities - PLN 50.00 (say: fifty zlotys 00/100) excl. VAT;
  - 3) from granting a power of attorney – PLN 50.00 (say: fifty zlotys 00/100) excl. VAT;
  - 4) for the use of the room over the limit of 20 hours per month, the fee for each subsequent hour - PLN 17.50 (say: seventeen zlotys 50/100) excl.

VAT;

- 5) if the Beneficiary's project needs to be entered in the register – PLN 150.00 (say: one hundred and fifty zlotys 00/00) ) excl. VAT for one register;
- 6) in the case of applying on behalf of the Beneficiary for a PESEL number – PLN 150 (say: one hundred and fifty zlotys 00/00) excl. VAT.
- 7) for applying to the office in order to obtain a certificate of non-arrears with fees or taxes - PLN 100 (say: one hundred zlotys 00/100) excl. VAT
- 8) for a stationary token for online banking – PLN 70 (say: seventy zlotys 00/100) excl. VAT;
- 9) for issuing a bank certificate about the account held – PLN 35.00 (say: thirty-five zlotys 00/100) excl. VAT.

### **Article 10. Disciplinary Procedures**

1. In the event of the Beneficiary's failure to comply with the obligations arising from the provisions of these T&Cs, the Foundation, and in particular the Coordinator/Manager/Director, shall apply disciplinary procedures aimed at fulfilling the obligations indicated by the Beneficiary, in particular by charging additional fees:
  - 1) in the event of failure to issue a VAT invoice by the Beneficiary within the time limit provided for by law and the need to issue such a VAT invoice by the Branch Coordinator - an additional fee in the amount of PLN 10.00 (say: ten zlotys 00/100) excl. VAT for each VAT invoice;
  - 2) for a delay in delivery of the accounting documentation or issuing accounting documentation resulting in the need to submit a correction of the VAT return - PLN 150.00 (say: one hundred and fifty zlotys 00/100) excl. VAT;
  - 3) in case of the first delay, an additional fee of PLN 50.00 (say: fifty zlotys 00/100) excl. VAT shall be charged;
  - 4) in case of the second delay, an additional fee of PLN 150.00 (say: one hundred and fifty zlotys 00/100) excl. VAT shall be charged;
  - 5) in case of the third and another delay, an additional fee of PLN 250.00 (say: two hundred and fifty zlotys 00/100) excl. VAT shall be charged;
2. If the Beneficiary fails to pay the additional fee within 7 days from the date of the request for payment, it is obliged to pay the Foundation the amount of PLN 1,000.00 (say: one thousand zlotys, 00/100) as a flat-rate monetary compensation for each delay.
3. In the event of loss or damage to the Internet banking token, which may be transferred to the Beneficiary under the Cooperation Agreement, the Beneficiary shall pay an additional fee in the amount of PLN 70.00 (say:

seventy zlotys, 00/100) excl. VAT.

4. In the event of leaving a mess or rubbish in the office or on the open space, the Foundation is entitled to impose a contractual penalty on the Beneficiary in the amount of PLN 50.00 (say: fifty zlotys, 00/100) for each instance.
5. In the event of a breach of the provisions of these T&Cs, persistent failure to perform obligations, failure to comply with the instructions of the Coordinator, Manager, Director, Management Board of the Foundation, and illegal activity, the Foundation is entitled to impose a contractual penalty on the Beneficiary in the amount of PLN 10,000.00 (say: ten thousand zlotys, 00/100).
6. Payment of the contractual penalty referred to in item 5 above does not exclude the possibility of the Foundation requesting supplementary compensation on general terms.

### **Article 11. End of the Support Program Membership**

1. End of the Support Program membership occurs in of the following cases:
  - 1) expiration of the agreement;
  - 2) notice of termination of the agreement;
  - 3) termination of the agreement.
2. Termination shall take place with one month's notice with effect at the end of the following month or without observing this period, in the event of a breach by the Beneficiary of the provisions of these T&Cs.
3. In the event of termination of the Agreement by the Beneficiary, delivery of the notice to the registered office of the Foundation in the original, by registered mail or sending a scan from the e-mail address indicated in the Agreement shall be deemed effective. The termination notice must be signed by the Beneficiary.
4. If the agreement is terminated by post, the date of delivery shall be deemed to be the date of delivery of the correspondence to the Foundation. In addition, the Beneficiary is obliged to inform the Coordinator/Manager/Director about the dispatch of such a letter.
5. After the end of cooperation, the Beneficiaries may not demand reimbursement from the Foundation for the costs of the intangible assets and rights brought by them to the Foundation and may not demand payment of a cash equivalent for tangible assets.
6. The Beneficiary is obliged to cover all costs incurred by the Foundation in connection with possible claims of contractors against the Foundation, with whom the contracts were concluded by the Beneficiary as part of its project.
7. The Beneficiary is obliged to settle all obligations incurred for the benefit of the Foundation under the Cooperation Agreement. If, despite the request, the Beneficiary fails to settle the above-mentioned obligations within 7 days from the date of receipt of the request, it is obliged to pay the Foundation the amount

of PLN 20,000.00 (say: twenty thousand zlotys, 00/100) as a flat-rate monetary compensation for each outstanding obligation.

8. In the event that, as a result of the Beneficiary's breach of the obligations indicated in the Cooperation Agreement and the T&Cs and the Beneficiary's actions contrary to the law, a third party makes claims against the Foundation, the Beneficiary is obliged to satisfy them and to cover damages and costs incurred in connection with this by the Foundation, including the costs of providing legal assistance.
9. In the event that, after the end of cooperation, the Beneficiary fails to settle the obligations that he/she incurred on behalf of the Foundation during the term of the Cooperation Agreement, the Foundation has the right, on the basis of a unilateral declaration of will, to set off these claims against the Beneficiary's claims against the Foundation, especially those resulting from contracts for specific work or contracts of mandate.
10. After the expiry of the notice period, the Beneficiary is not entitled to any claims against the Foundation, in particular for the payment of any cash benefits. On the last day of the notice period, the Beneficiary loses access to the individual bank sub-account, to the system provided by the Foundation and the possibility of using the Support Program described in article 3, except for the conclusion of a separate Cooperation Agreement.

## **Article 12. Communication**

1. All documents issued on the basis of the T&Cs and the Cooperation Agreement shall be considered delivered in the event that they are provided to:
  - a) the e-mail address provided, followed by the Foundation's confirmation of receipt of this message during the Foundation's secretariat's business hours,
  - b) by post to the address of the Foundation's office (registered letter).
2. In the Cooperation Agreement, the Beneficiary indicates its telephone number and e-mail address from which the documents referred to in item 1 are sent.
3. The Beneficiary authorizes the Foundation to make payment of remuneration for the work contracts or orders referred to in item 1 on the basis of the scans sent, if this was sent from the e-mail address referred to in item 2. Despite sending scans of the aforementioned agreements, the Beneficiary is obliged to provide the originals of these documents to the Coordinator/Manager/Director by the 5th day of the month following the month in which they were sent by e-mail.
4. The only e-mail address to be contacted by the Beneficiary is the e-mail address referred to in section 2 hereof, the Foundation is not responsible for instructions made from this e-mail address by third parties. The Foundation is not obliged to verify whether the e-mail was created by the Beneficiary or a

third party, and the only person responsible for this is the Beneficiary.

5. The Beneficiary or, in the case referred to in article 9 (6), the persons jointly conducting the project are the only persons authorized to seek any information regarding their project. No information from the Foundation is provided to other persons.
6. In the case referred to in article 9 item 6, the Coordinator/Manager/Director treats the dispositions of each of these persons as final, it is not necessary to consult the dispositions issued by one of the persons running the project with the others.
7. The Beneficiary does not have the right to demand from the Foundation claims resulting from the electronic form of sending these documents and making settlements on their basis.
8. In the event of a change in any data provided in the personal questionnaire during the term of this agreement, the Beneficiary is obliged to inform the Foundation of this fact within 3 days of the change under pain of recognizing the data provided in the questionnaire as appropriate.

### **Article 13. Cooperation with the Foundation After the End of the Support Program Membership**

After the period of the Support Program, Beneficiaries who have established a business shall have priority in the use of additional services intended for persons after the end of the Support Program.

### **Article 14. Complaint Procedure**

1. The Beneficiary submits a complaint in writing or by e-mail within 14 days of the occurrence of the event being the subject of the complaint. Complaints can be submitted by sending a message to the e-mail address [biuro@twojstartup.pl](mailto:biuro@twojstartup.pl) or by post to the address of the Foundation's registered office.
2. The Foundation may request that the complaint be supplemented by sending a description of the subject of the complaint or data enabling the identification of the person submitting the complaint to the address indicated in the request. The complaint is recognized within 14 days counted from the moment of its amendment.
3. The response to the complaint is directed to the address indicated in the application.
4. The use of a specific method of out-of-court settlement of the dispute is possible only with the mutual consent of the Foundation and the Beneficiary. Detailed procedures for out-of-court settlement of disputes between the Foundation and the Beneficiary are available on the website of the Office of Competition and Consumer Protection: [www.uokik.gov.pl](http://www.uokik.gov.pl), on the websites of the Provincial Inspectorates of Trade Inspection as well as at district

(municipal) consumer ombudsmen.

5. To the extent not covered by these T&Cs, the provisions of the Civil Code shall apply to determine the rights and obligations of the Beneficiary and the Foundation.

#### **Article 15. Final Provisions**

1. The Foundation shall notify the Beneficiaries of amendments to these T&Cs at least 14 days before the amendments to the T&Cs enter into force. The notification may be made in any form for its effectiveness (general letter, direct information in writing, information by electronic means, information on the website).
2. The Beneficiary is also obliged to comply with the T&Cs of the Foundation related to the use of individual services under the Cooperation Agreement. These T&Cs are an integral part of these T&Cs and are attached in the form of relevant attachments.
3. In matters not covered by these T&Cs, the provisions of generally applicable law shall apply.