

Appendix No. 4 to the Regulations of the HugeTECH Revolution Startup Platform Project

**INCUBATION AGREEMENT NO. HTR/yyyy/mm/number of incubation round/number of the incubated entity**

concluded on ..... in ..... between:

**HugeTECH Sp. z o. o.** located in Rzeszów .....,  
entered into the Register of Entrepreneurs of the National Court Register under KRS number:  
0000649351, whose registration files are kept by the District Court in Rzeszów, 12th Commercial  
Division of the National Court Register, with NIP number: 517-03-78-148, with a share capital of PLN  
20,000.00 PLN, paid in full, represented by:

**Daniel Dereniowski** – CEO/President of the  
Management Board, hereinafter referred to as  
the ‘Platform Animator’,

and

..... located  
in....., address:  
....., entered into the Register of  
Entrepreneurs of the National Court Register by ..... under  
KRS number: ....., with NIP number: ....., and  
REGON number:....., with a share capital  
of....., paid in full, represented by:

.....  
.....  
.....,  
hereinafter referred to as the ‘Startup’,

hereinafter collectively referred to as the ‘Parties’.

Whereas:

- I. This Agreement is concluded in connection with the implementation of the Project entitled "HugeTECH Revolution Startup Platform" No. FEPW.01.01-IP.01-0010/23, under the European Funds for Eastern Poland 2021-2027 programme: Priority FEPW.01 Entrepreneurship and Innovation, Measure FEPW.01.01 Startup platforms for new ideas,

Component I Incubation – development of a new business idea; based on the Financing Agreement number FEPW.01.01-IP.01-0010/23-00 of March 21, 2024, concluded with the Polish Agency for Enterprise Development, hereinafter referred to as the ‘Project’

- II. HugeTECH Sp. z o. o. is an entity working to create and implement acceleration programmes, consulting and assistance in the development of innovative enterprises, cooperation with investors, providing services to small entrepreneurs and corporations, introducing innovative projects to Polish and foreign markets, connecting investors and corporations with the prospering ideas.
- III. The main goal of the Project is to support the development of 150 innovative Startups from Eastern Poland using a comprehensive incubation programme in the form of basic and specialized services and the possibility of receiving financial grants; and the effect of the process will be the creation of an MVP and its market validation.

The Parties mutually agree to conclude an Agreement with the following content:

## § 1

### TERMS USED IN THE AGREEMENT

1. **Platform Animator** – HugeTECH Spółka z o.o. with its registered office in Rzeszów, REGON: 365942044, NIP: 5170378148.
2. **Personal data** – this should be understood as personal data within the meaning of Art. 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws. UE L 119 of 04/05/2016, page 1), processed by the Platform Animator and Project Partners in order to perform tasks resulting from the implementation of the Project.
3. **Demo Day** – an online or stationary event organized at the end of each incubation round and the final Demo Day at the end of the project, with reservation of the possibility of participation of representatives of the European Commission, the Managing Authority or the Intermediate Body.
4. **Days** – calendar days.
5. **E-mail** – e-mail address provided in the Incubation Application Form by the Founder. Correspondence sent to the indicated e-mail address will be considered successfully delivered and does not require confirmation in paper form. In the case of the deadlines specified in these Regulations, their running is counted from the date of sending the e-mail to the indicated address.
6. **FEPW** – (Fundusze Europejskie dla Polski Wschodniej) European Funds for Eastern Poland Programme.
7. **Grant** – financial resources referred to in Art. 41 section 5 of the Implementation Act, granted on the terms set out in § 6 of the Regulations.
8. **Individual Incubation Programme (IIP)** – an innovative idea development plan based on a set of basic and specialized services tailored to the individual needs of the Startup, provided during the incubation process on the basis of the incubation agreement.

9. **Incubation** – support for the development of a business idea from the moment of registration of the entrepreneur until the business model is verified and the product with minimum viable product (MVP) is developed.
10. **Innovative business idea**, in short **Business idea** – an idea that has the required product innovation at least at the national level, understood in accordance with the definition included in the “Oslo Manual - Guidelines for Collecting and Interpreting Innovation Data” as the introduction of a product or service to the market by a given enterprise, which are new or significantly improved in their characteristics – including the improvement of:
  - technical specifications,
  - components and materials,
  - embedded software,
  - ease of use,
  - other functional features.
11. **Milestones** – (MS) six indicators that every startup must implement to achieve the goals set for it in the incubation process. Belong to them:
  - 1) Evaluation of the feasibility of the solution in time and budget,
  - 2) Evaluation of the team and management skills,
  - 3) Market and competitiveness analysis,
  - 4) Verification and creation of MVP,
  - 5) In-depth market verification,
  - 6) Development of an investment path/Business presentation.
12. **Consulting card** – a document confirming services provided to the Startup by Experts and specialists.
13. **Startup Card** – a card constituting an annex to the Incubation Report, indicating the process of changes and evaluation of the Startup in the implementation of individual milestones.
14. **Incubation Manager** – a person dedicated exclusively to working with the assigned Startup as part of the Individual Incubation Programme (IIP). His responsibilities include: preparation of IIP and supervision of its proper implementation, joint work with the Startup on the development of the business model, according to established milestones (MS), and preparation of the Incubation Report.
15. **Minimum Viable Product (MVP)** – the first low-cost version of a product with minimum necessary functionality that can be offered to customers. Depending on the adopted methodology for developing a business model for a given Startup, MVP may be the subject of market testing in order to obtain feedback for its further development. MVP should be treated as a product that can be offered for sale to early customers, so-called ‘Early adopters’.
16. **Ecosystem partner** – an entity involved in the implementation of the Project, having resources and potential to increase the chances of commercializing Startups' solutions or their promotion. Ecosystem partners in the project include, in particular, a university, a research unit, an enterprise, a Venture Capital fund, a private investor, and a business environment institution.
17. **Project Partner** – an entity involved in the implementation of the Project, which contributes human, technical, organizational or financial resources under the terms specified in the partnership agreement, entitled to incur eligible expenses, with the possibility of incurring expenses provided as

part of the project implementation if the statement is included in the partnership agreement.

18. **Startup platforms** – an idea support programme covering the Startup incubation phase, implemented by the Platform Animator using a comprehensive incubation process in the form of basic and specialized services and financial grants. The process will result in the creation of an MVP and its market validation.
19. **PARP** (Polska Agencja Rozwoju Przedsiębiorczości) – Polish Agency for Enterprise Development, also an Intermediate Body.
20. **Eastern Poland** – an area covering the following voivodeships: Warmian-Masurian, Podlaskie, Lubelskie, Świętokrzyskie, Podkarpackie and Masovian (excluding the Warsaw capital region, i.e. the capital city of Warsaw and the following poviats: Grodzisk, Legionowo, Mińsk, Nowy Dwór, Otwocki, Piaseczno, Pruszków, Warsaw West and Wołomin).
21. **De minimis aid** – means support provided on the terms specified in Art. 3 Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Article 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.
22. **Founder** – a person, a team of people (Team/Group of Founders) who submitted a business idea in accordance with the Regulations under the Project. The Founder must be the owner of the submitted Idea and have full legal capacity.
23. **Incubation process** – services provided to the Startup while participating in the Project during the incubation round.
24. **Project** – a comprehensive undertaking entitled "HugeTECH Revolution Startup Platform", implemented by the Platform Animator — HugeTECH Sp. z o. o. The project is being implemented in the Republic of Poland in the period from January 1, 2024 to December 31, 2026
25. **Startup company** – this should be understood as an enterprise created to search for a repeatable, scalable and profitable business model.
26. **RODO** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 (General Data Protection Regulation).
27. **Basic services** – services that the Startup Platform is obliged to provide in its offer.  
Catalogue of basic services:
  - a. providing office space,
  - b. accounting services,
  - c. legal support,
  - d. tax consultancy,
  - e. basic marketing support, including the development of identification elements.
28. **Specialized services** – services provided to the Startup in response to its specific technological or business needs related to product development or verification of the business model.
29. **Implementation Act** – Act of April 28, 2022 on the principles of implementing tasks financed from European funds in the 2021–2027 financial perspective (Journal of Laws, item 1079).
30. **Incubation application form** - a form constituting a description of the Business Idea submitted by the Founder to "HugeTECH Revolution Startup Platform" in order to obtain support under the Project. The incubation application is submitted by the Founder using the Application Generator

## § 2

### Subject to the agreement

1. The subject of this Agreement is to establish the terms of cooperation and the rights and obligations of the Parties regarding the implementation of the incubation process as part of the Startup Platform Project described in the framework of the agreement.
2. The startup was invited to participate in the incubation process of the HugeTECH Revolution Startup Platform on the basis of the provisions of the Regulations, after a positive result from stages: the recruitment, evaluation, and selection of Business Idea.
3. The agreement was concluded on the basis of and for the purpose of implementing the provisions of the Regulations.
4. In the event of conflict between the provisions of the Regulations and Agreement, the provisions of this Agreement shall prevail.

## § 3

### Declarations of the Parties

1. The Platform Animator declares that it undertakes to implement the incubation process, thereby providing the Startup with access to basic and specialized services and the possibility of receiving a financial grant necessary to carry out work on the development of a new Business Idea and thus achieve the goal of incubation, which is to increase the chance of its commercialization and market success.
2. The startup declares that it undertakes to participate in the incubation process in accordance with:
  - 2.1. this Agreement and the Regulations,
  - 2.2. Individual Incubation Programme - IIP constituting Annex No. 2 to this Agreement,
  - 2.3. applicable provisions of national and EU law.
3. The startup declares that:
  - 3.1. is the owner of the Business Idea, submitted in accordance with the Regulations, who is entitled to the exclusive and unrestricted and unencumbered right to the submitted Business Idea. In particular, Startup declares that:
    - is entitled only to the proprietary copyright to the submitted Business Idea,
    - has the exclusive right to the submitted Business Idea and the exclusive right to dispose of it on its own behalf,
    - the product or service described in the Business Idea is not covered by proceedings regarding the reservation of industrial or intellectual property rights by other entity(ies) or person(s).
  - 3.2. there is no connection within the meaning of Art. 6c section 2 of the Act on the establishment of the Polish Agency for Enterprise Development and within the meaning of Art. 61 section 5 of the Implementation Act, between the Startup and the Platform Animator or Project Partners or entities providing services to the Startup as part of the implementation of this agreement,
  - 3.3. the submitted Business Idea is free from any legal encumbrances, collateral or any third party or entity claims, and the implementation of the Business Idea does not violate or result in a violation of applicable law,
  - 3.4. the submitted Business Idea has not been the subject of the previous and is not the



- 3.5. subject of the current business activity of the Startup (Idea Founder/Team of Founders), the submitted Business Idea is not the subject of a lease, rental, lending or other similar agreement that could hinder or prevent its use in accordance with its intended purpose,
- 3.6. The Founders, shareholders, and persons who are members of the management or supervisory bodies of the Startup declare that they are not married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line-up to the second degree, and are not related to the title of adoption, guardianship, legal representative, members of management or supervisory bodies of any Platform Animator and/or Project Partners,
- 3.7. The Founders, shareholders, and persons who are members of the management or supervisory bodies of the Startup declare that they are not in an employment or commission relationship with the Platform Animator, Project Partners or entities providing services, and are not members of the management or supervisory bodies of the above-mentioned entities,
- 3.8. is not a contractor or subcontractor of tasks commissioned as part of the Project,
- 3.9. members of the Startup board have not been legally convicted of a crime committed in connection with participation in the Project, i.e. have not committed a crime of bribery, a crime against business transactions or any other crime committed in order to obtain financial benefits,
- 3.10. has met all the conditions referred to in the Regulations entitling him to conclude this Agreement,
- 3.11. has met all the conditions required by generally applicable law due to the subject of the Business Idea, necessary to conduct business activities in order to develop the Business Idea,
- 3.12. is not excluded from obtaining financing:
- based on Article. 6b section 3 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development (consolidated text: Journal of Laws of 2020, item 299, as amended);
  - based on Article. 207 section 4 of the Act of August 27, 2009 on public finances (consolidated text: Journal of Laws of 2019, item 869, as amended);
  - based on Article. 211 section 2 of the Act of June 30, 2005 on public finances (consolidated text: Journal of Laws of 2019, item 869, as amended);
  - as an entity against which the prohibition referred to in Art. 12 section 1 point 1 of the Act of June 15, 2012 on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the regulations (consolidated text: Journal of Laws of 2012, item 769, as amended) or the prohibition referred to in Art. . 9 section 1 point 2 and 2a of the Act of October 28, 2002 on the liability of collective entities for prohibited acts under penalty (consolidated text: Journal of Laws of 2020, item 358, as amended);
  - as an entity subject to the obligation to return aid resulting from the decision of the European Commission declaring the aid illegal and incompatible with the common market within the meaning of Art. 107 TFEU.
- 3.13. a project implemented by Startup as part of the incubation programme is not a completed project within the meaning of Art. 65 section 6 Regulation No 1303/2013 of the European





Parliament and of the Council (EU);

- 3.14. is not an entrepreneur in difficulty within the meaning of Art. 2 point 18 of Commission Regulation (EU) No. 651/2014 of June 17, 2014. declaring certain types of aid compatible with the internal market in application of Article 107 and 108 of the Treaty (OJ EU L 187, p. 1),
- 3.15. not meet are the conditions specified in:
- Art. 2 of Council Regulation (EC) No 765/2006, which would result in a prohibition on the provision of funds or economic resources,
  - Art. 2 and art. 9 Council Regulations: (EU) No. 269/2014, (EU) No. 208/2014 or Art. 2 of Council Decision 2014/145/CFSP, which would result in a prohibition on the provision of financial or economic resources,
  - Art. 2 and 3 of the Act on special solutions for counteracting support for aggression against Ukraine, which would result in a ban on providing financial resources, funds or economic resources,
  - Art. 5l of Council Regulation (EU) No 833/2014, which would result in a prohibition on the provision of direct or indirect support, including the granting of financing and financial assistance or the granting of any other benefits under the national programme;
- 3.16. the funding will not be allocated to: activities prohibited under EU legal acts adopted or amended in connection with Russia's aggression against Ukraine, i.e. Council Regulations: (EU) 2022/263, (EU) No. 833/2014, (EU) No. 692/ 2014 or (EC) No 765/2006, Council Decisions: (CFSP) 2022/266, 2014/512/CFZiB, 2014/145/CFZiB or 2012/642/CFZiB, to settle the claims referred to in Article. 11 Council Regulations: (EU) No. 833/2014, (EU) No. 269/2014, (EU) No. 208/2014, Art. 10 of Council Regulation (EU) 2022/263, art. 6 of Council Regulation (EU) No. 692/2014, Art. 8d of Council Regulation (EC) No. 765/2006, art. 7 of Council Decision 2014/512/CFSP or Art. 2n of Council Decision 2012/642/CFSP
- 3.17. meets all criteria for access to de minimis aid resulting from Commission Regulation (EU) No. 2023/2831 of 13 December 2023 on the application of Art. 107 and 108 of the Treaty on the Functioning of the European Union for de minimis aid (OJ EU L 2023/2831 of 15/12/2023).
- 3.18. has not concealed from the Platform Animator any documents or information regarding the Startup and the submitted Business Idea, respectively, which should be considered important, taking into account the principles and conditions set out in this Agreement and the Regulations.
- 3.19. consents to the free provision of image, voice and statements (along with the name and surname of shareholders and members of the Management Board of the company) - in whole or in the form of any fragments, for the purposes of use in promotional, marketing, advertising or information materials regarding the Project.

The free permission (authorization) referred to above refers to multiple (unlimited in quantity, time and scope) use of the image, voice and statements, and in particular:

- recording on any audiovisual medium, in particular on: video carriers, light-sensitive tape, magnetic tape and computer disk, in a multimedia network (including the Internet),

- display, public playback,
- entering into computer memory and multimedia network,
- use in multimedia works,
- use on websites and social media,
- taking and using photos in your own promotional materials, on websites, in the press, in small-/large-format advertising, on the covers of any media and on the media themselves.

- 3.20. The Platform Animator has the exclusive right to decide on the form and time of using the image, voice and statements – in whole or in the form of any fragments, and to make changes, including shortening statements – in the fields of use listed above, subject to respect for personal rights of the recorded. At the same time, the Platform Animator has the right to transfer the rights arising from this declaration to other persons.
- 3.21. If it is necessary for Members of the Management Board or shareholders of the Startup to grant separate consent to the use of the image, voice or statements under the principles specified in section 3 point 19, Startup declares that it will submit appropriate consent for the needs of the Platform Animator within 3 days from the date of request by the Platform Animator. Lack of consent of the persons mentioned in the previous sentence to provide an image, voice or statements will be treated in the same way as lack of consent of the Startup. Moreover, Startup declares that it is fully responsible for the use of the image, voice or statements of indicated persons without their consent.
- 3.22. The Startup as well as the Members of the Management Board or the shareholders have the right to withdraw consent to the use of an image, voice and statements in the fields of exploitation indicated in section 3 point 19 above. The consent of the Startup, Members of the Management Board and the Startup's shareholders is voluntary and takes place by signing this Agreement, however, it is necessary to achieve the goals indicated in section 3 points 19 above.
4. If any of the declarations and assurances submitted by the Startup prove to be false, the Platform Animator may terminate this Agreement with immediate effect. Moreover, in such a situation, the Platform Animator may seek compensation for damage resulting from the Startup's submission of false statements.
5. If any of the submitted declarations and warranties are no longer true, the Startup is obliged to immediately notify the Platform Animator of this fact in writing form and make corrections.

#### §4

#### **The scope of support provided in the form of a financial grant, and also of basic and specialized services**

1. The purpose of providing basic and specialized services, along with the grant, is to develop a verified business model for the supported Startup in terms of creating an MVP and its market validation.
2. Under this Agreement, the Platform Animator undertakes to provide the Startup in accordance with the IIP with:
  - 2.1 **Incubation Manager** – a dedicated person to coordinate the Startup incubation process.  
The duties of the incubation manager include:



- a. preparation of **IIP** for a given Startup, depending on the individual needs of the company working on the development of the Idea;
- b. **evaluating** the progress of work on developing the Idea, according to the adopted "milestones" (MS);
- c. coordination of work related to the creation of **the final report** on the Startup's work.

#### 2.2 Access to basic services (possible scope) i.e.:

- a. office space;
- b. accounting services;
- c. bookkeeping services;
- d. tax services;
- e. legal services;
- f. basic marketing support, including the development of corporate identification elements.

#### 2.3 Access to specialized services (possible scope) i.e.:

- a. For horizontal and industry routes – health:
  1. patent clearance examination or patent application;
  2. expert services within the HugeTECH **Industry Experts**;
  3. internet marketing workshops, including analytical tools and social media;
  4. services in the field of implementing an online campaign in social media or preparing an in-depth interview with a potential partner, also statistical analysis;
  5. technological consultations regarding MVP;
  6. IT consultations in the field of MVP implementation;
  7. MVP-related services;
  8. IT MVP services;
  9. advice on investment tools - personalized consultations for each incubated startup;
  10. UX/UI designer services with Business Analytics skills;
  11. services in the fields of feasibility analysis of the solution on time and budget;
  12. financial, market and competitive analysis services;
  13. business simulation services;
  14. MVP development services;
  15. business idea presentation services - "Pitching";
  16. business budgeting services.
- b. Startups qualified for the horizontal route, the Fund, are additionally provided with:
  1. business model services and value generation – horizontal route, VC/Fund route;
  2. services in the preparation and conduct of R&D works and preparation for internationalization;
  3. advisory services regarding investment tools.
- c. For Startups qualified for the MarketGO horizontal route, additional provisions include:
  1. workshops for introducing the product to foreign markets;
  2. workshops for foreign marketing.

2.4 **Access to the grant, i.e.** financial resources referred to in Art. 41 section 5 of the Implementation Act, which will enable the Startup to develop and supplement key areas in order to create and implement an MVP.

3. The scope and hours of basic and specialized services, and the amount of the financial grant referred to in section 2 depends on the type of Business Idea, scope of business activity and the Startup's needs. Each time, the scope and hours of services are determined by the Incubation Manager.

4. The services referred to in section 2 will be provided to the Startup, among others: based on the demand reported by the Startup, its resources, substantive arrangements and within the time agreed with the Incubation Manager/Project Partners, and then by approval by the Project Manager.
5. The services referred to in section 2 points 2.1 - 2.3 will be performed by the Project Partners and the Platform Animator. The Platform Animator reserves the right to use subcontractors to provide the services referred to in this paragraph, to which Startup expresses irrevocable consent.
6. The grant referred to in section 2 points 2.4, the Startup will receive in the event of purchases that are necessary to develop the MVP and cannot be provided by the Platform Animator or Project Partners. Services will be purchased only from Ecosystem Partners or entities other than the Platform Animator and Project Partners, and after approval of the selected exterior contractor by the Platform Animator. In the event of VAT, related to the purchase of the above-mentioned services, The Startup is obliged to bear this cost, but it is an ineligible expense.
7. The amount of the grant, the conditions for securing it, transferring it, settling it, returning it, as well as the obligations to submit to inspections and audits regarding the transferred funds are specified in §13, §14 and §15 of this Agreement.
8. The Platform Animator reserves the right to refuse to provide specialized services and/or provide a financial grant referred to in § 4 section 2 points 2.3–2.4 of this Agreement if their execution is not necessary or justified, nor is approved by the Incubation Manager and the Project Manager. The refusal may not constitute the basis for the Startup to submit any claims against the Platform Animator.
9. The Parties agree on the possibility of making changes in the scope of support provided to the Startup during the implementation of the IIP. These changes are introduced:
  - 9.1 at the request of the Startup and/or the Incubation Manager addressed to the Project Manager/Expert Council, and it requires their consent. The Project Manager's decision to introduce possible changes will be preceded by an in-depth analysis of the reasons indicated by the Startup and/or the Incubation Manager, in consultation with the Project Partners providing services to the Startup.
  - 9.2 automatically, if the startup is excluded from the incubation process (as described in point 11). In such a case, the basic/specialized services and/or financial grant planned for the Startup cannot be provided.
10. Changes in the estimated number of hours and the estimated value of the aid granted specified in the IIP during the incubation process do not require the signing of an annex to the Agreement. The actual number of hours and value of aid will depend on the course and scope of the IIP.
11. For the provision of services covered by this Agreement specified in section 2, the Platform Animator/Project Partner will not charge any fees and/or additional remuneration.
12. The Startup acknowledges and accepts that, based on the incubation progress reporting system, after the 3rd, 4th, 5th and 6th month of the incubation process, a ranking list of Startups will be prepared taking into account the number of points obtained by each Startup. Based on the number of points obtained, Startups with the lowest number of points will be excluded from further participation in the incubation process, according to the scheme:
  - a. an average of five Startups after the 3rd month of incubation,
  - b. on average one Startup after the 4th month of incubation,

- c. on average one Startup after the 5th month of incubation,
- d. an average of two Startups after the 6th month of incubation.

13. Estimated value of basic and specialized services:

a total of PLN ..... /in  
words:.....

and the financial grant:

a total of PLN..... /in  
words:.....

granted to the Startup, which constitutes de minimis aid.

14. The Startup is not entitled to any claims for compensation and appeals related to the decision of the Platform Animator regarding the granted value of basic and specialized services and the financial grant referred to in point 13.

## §5

### EU aid

1. The estimated value of incubation services provided to the Startup constitutes de minimis aid in the amount specified in §4 point 13. De minimis aid is granted in accordance with the conditions set out in Commission Regulation No. 2023/2831 of December 13, 2023 on the application of Art. 107 and 108 of the Treaty on the Functioning of the European Union for de minimis aid (OJ EU L 2023.2831 of 15/12/2023).
2. The startup declares that it has not received de minimis aid in the last three years (i.e. 36 months from the date of signing the incubation agreement) whose total amount exceeds the limit of EUR 300,000.
3. A certificate of de minimis aid granted is issued in accordance with § 4 section 1 of the Regulation of the Council of Ministers of March 20, 2007 on certificates of de minimis aid and de minimis aid in agriculture or fisheries (Journal of Laws of 2018, item 350).
4. In the event that the value of the de minimis aid actually granted is different from the value of the aid indicated in the issued certificate referred to in paragraph 3, including in the event of a change in the Agreement that results in changes to the value of the Agreement or its termination, the Platform Animator shall issue a new de minimis aid certificate within 14 (fourteen) days from the date of discovering this fact, indicating the correct value of the aid and declaring the previous certificate invalid.
5. The Startup undertakes to complete the Information Form to be submitted when applying for de minimis aid. The correctly completed and signed documents must be delivered by the Startup to the Platform Animator on the day the Agreement is concluded (for the purpose of issuing a certificate of the level of support provided) in accordance with Appendix No. 1 to the Agreement. On the day of signing the Agreement, the Platform Animator issues a certificate to the Startup regarding the de minimis aid obtained.
6. The Startup should retain documents related to de minimis aid for a period of 10 years from the date of signing the Agreement.
7. The Startup declares that it is not under an obligation to return aid resulting from a decision by the European Commission recognizing the aid as illegal and incompatible with the common market, within the meaning of Article 87 of the Treaty establishing the European Community.

8. The Startup declares that it is not undergoing liquidation, bankruptcy or restructuring proceedings and is not under receivership.

## § 6

### **Obligations and liability of the Platform Animator**

The obligations of the Platform Animator are:

1. Provision of free services to Startups covered by support and/or the transfer of financial grants to Startups registered in the Eastern Poland in the form of a capital company in accordance with the provisions of the Act of September 15, 2000 – the Commercial Companies Code (Journal of Laws of 2022, item 1467, as amended), in which the shareholders are exclusively natural persons.
2. Issuing startups supported under the Project with certificates about the de minimis aid they received in accordance with the template specified in the regulation on de minimis aid certificates and, if necessary, making corrections.
3. Preparation of an incubation report, the template of which is determined by the Intermediate Body, along with a recommendation to apply for a grant under Component IIa for a maximum of 70% of incubated startups, ranked according to the number of points received at the end of incubation, while maintaining the principles of transparency, reliability, impartiality and equal treatment at the evaluation stage and sending a report to the Intermediate Body within 10 business days after the end of incubation.
4. Cooperation with the Startup, including in particular the exchange of information and providing the necessary explanations essential for the proper performance of the Subject of the Agreement.
5. Keeping a register of services provided to Startups (divided into basic and specialized services) covered by the incubation programme and grants provided to Startups, including a register of complaints.
6. Enforcing the recording of working time with a given Startup in the form of monthly advisory cards, confirmed by the signatures of both parties from the experts and specialists providing services to the Startups on behalf of the Platform Animator and Project Partners. Experts and specialists are required to issue the advisory card no later than the last working day of the given month of work with the Startup. In the event that a signature cannot be provided, confirmation will be done electronically. The card will include: time spent preparing for meetings, time necessary for preparing documentation, arranging meetings with experts and mentors, etc.
7. Monitoring the implementation of tasks by Startup.
8. Monitoring the activities (development) of Startups during the project implementation period and three years after the end of incubation.
9. Non-acquisition of shares during the implementation of the incubation programme in participating Startups by the Platform Animator and Project Partners or entities related to them within the meaning of Art. 6c of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development.

## § 7

## Obligations, tasks and responsibilities of the Startup

1. The Startup's obligations are:
  - a. conducting business activities based on the submitted Business Idea in the form of a capital company (joint-stock) in accordance with the provisions of the Act of September 15, 2000 - Commercial Companies Code (Journal of Laws of 2022, item 1467, as amended), in which the shareholders/ stockholders are only natural persons, at least for the duration of this Agreement;
  - b. providing information, explanations and submitting appropriate declarations to supplement information regarding the Idea or legal authorization to dispose of the Idea within 3 days from the date of receipt of the inquiry from the Platform Animator/Project Partner;
  - c. active participation and cooperation in the implementation of incubation;
  - d. active participation in classes, workshops and meetings planned by the Platform Animator/Project Partners;
  - e. proper performance of tasks, in accordance with the established IIP;
  - f. informing about planned changes in the course of implementing the idea, which may affect its further implementation;
  - g. providing information to monitor the effects of Project implementation;
  - h. timely submission of documents and advisory cards, including signing and returning them to the Platform Animator within 3 calendar days of receiving the card from the Experts or Specialists providing the services;
  - i. after the end of the incubation programme within the prescribed period, providing information necessary to evaluate the Project – monitor the Startup after the end of the incubation period;
  - j. providing information about changes to the data contained in this Agreement, no later than 5 calendar days from the date of the change;
  - k. completing a satisfaction survey on cooperation with the Platform Animator/Project Partners once every 3 months;
  - l. signing the service acceptance protocol after providing basic and specialized services to the Startup;
  - m. submitting to inspections or audits conducted by the Platform Animator or authorized entities referred to in Art. 25 section 1 and 2 of the Implementation Act;
  - n. return of aid, including the grant (if applicable), if it is used inconsistently with the project's objectives.
2. The Startup undertakes to provide financing for its business activities in the form of a capital company at least for the duration of this Agreement, excluding financing for the services referred to in § 4 section 2 of the Agreement, with the reservation that VAT is not eligible and must be covered from the Startup's own funds if it is incurred by the Startup.
3. Unilateral termination of the Agreement by Startup is treated as failure to fulfil the obligations referred to in point 1.
4. The Startup is solely responsible for any damages incurred by the Platform Animator/Project Partner due to infringement of copyrights or other rights of third parties to the Ideas submitted to the Project. If third parties submit claims to the Platform Animator/Project Partner related to the submitted Idea, the Startup undertakes to satisfy these claims, and if the Platform Animator/Project Partner incurs any costs in this respect, the Startup undertakes to reimburse these costs to

the Platform Animator/Project Partner in full amount, upon the first written request.

5. The Startup conducts business activities based on the submitted Idea only at its own expense and risk, which means in particular that the Platform Animator/Project Partner is not obliged to pay to the Startup any receivables related directly or indirectly to the business activity conducted.
6. The Startup undertakes to accept the preparation time for the experts' meeting (including, among others: time to prepare appropriate analyses, documentation) and the time of the meeting itself, included in the advisory cards of experts cooperating with the Startup.
7. Documents provided by the Startup must be obligatorily signed by persons representing the Startup in accordance with the registration document.

## § 8

### Types of economic activities excluded from aid

1. Types of activities excluded from aid:
  - Pursuant to Art. 1(1) of Commission Regulation (EU) 2023/2831 of December 13, 2023 on the application of Art. 107 and 108 of the Treaty on the Functioning of the European Union for de minimis aid (OJ EU L 2023.2831 of 15/12/2023), the aid does not apply to entrepreneurs providing services in the following sectors and undertakings active in:
    - a) the primary production of fishery and aquaculture products;
    - b) the sector of processing and marketing of fishery and aquaculture products, where the amount of aid is based on the price or quantity of products purchased or placed on the market;
    - c) aid granted to enterprises engaged in activities related to the primary production of agricultural products;
    - d) the sector of processing and marketing of agricultural products in one of the following cases: where the amount of aid is determined on the basis of the price or quantity of such products purchased from primary producers, or when placed on the market by the aided undertakings;
    - e) activities related to exports to third countries or Member States, i.e. aid directly related to the volume of products exported, the establishment and operation of a distribution network or other current expenses related to the conduct of export activities;
    - f) aid conditional on the priority use of domestic goods and services over imported goods and services.
  - Based on §6, paragraph 3 of the Regulation of the Minister of Funds and Regional Policy of December 20, 2022, on the provision of financial assistance by the Polish Agency for Enterprise Development under Priority 1 Entrepreneurship and Innovation, and Priority 5 Sustainable Tourism of the European Funds for Eastern Poland 2021–2027 programme (Journal of Laws, item 2773 with amendments), financial assistance cannot be granted in the cases specified in Article 7, paragraph 1 of Regulation (EU) 2021/1058 of the European Parliament and of the Council of June 24, 2021, on the European Regional Development Fund and the Cohesion Fund



(Official Journal of the EU L 231 of 30.06.2021, p. 60, as amended).

- Pursuant to Article 7(1) of Regulation (EU) 2021/1058 of the European Parliament and of the Council of June 24, 2021, on the European Regional Development Fund and the Cohesion Fund (Official Journal of the EU L 231 of June 30, 2021, p. 60, as amended), support from the ERDF and the Cohesion Fund is not granted for:
  - a) decommissioning or construction of nuclear power plants;
  - b) investments to reduce greenhouse gas emissions from the list of activities set out in Annex I to Directive 2003/87/EC;
  - c) production, processing and marketing of tobacco and tobacco products;
  - d) enterprises in difficulty as defined in Article point 2 of Regulation (EU) No 651/2014, unless permitted under de minimis aid or temporary state aid rules established to respond to exceptional circumstances;
  - e) investments in airport infrastructure, with the exception of outermost regions or existing regional airports as defined in Article 2(153) of Regulation (EU) No 651/2014 in each of the following cases:
    - (i) investing in measures to mitigate environmental impacts;
    - (ii) investments in security, safety and air traffic management systems resulting from research on the air traffic management system in the Single European Sky;
  - f) investments in waste storage, except for:
    - (i) for the outermost regions, only in duly justified cases;
    - (ii) investments in closing, transforming or securing existing waste landfills, provided that such investments do not increase their capacity;
  - g) investments aimed at increasing the capacity of residual waste treatment facilities; except for:
    - (i) for the outermost regions, only in duly justified cases;
    - (ii) investment in technologies for recovering materials from residual waste for the purpose of a closed-loop economy;
  - h) investments in the production, processing, transport, distribution, storage, or combustion of fossil fuels, except:
    - (i) replacement of district heating systems powered by solid fossil fuels, such as hard coal, peat, lignite, oil shale, with heating systems powered by natural gas for the purpose of:
      - modernizing district heating and cooling systems to the "efficient district heating and cooling system" state, as defined in Article 2 point 41 of Directive 2012/27/EU,
      - modernizing combined heat and power plants to the "high-efficiency cogeneration" state, as defined in Article 2 point 34 of Directive 2012/27/EU,
      - investing in replacing installations powered by hard coal, peat, lignite, or oil shale with boilers and heating systems powered by natural gas in residential and non-residential buildings.
    - (ii) investment in the expansion, change of use, transformation, or modernization of gas transmission and distribution networks, provided that such investments prepare these networks for the integration of renewable and low-emission gases, such as hydrogen, biomethane, and synthetic gas, and enable the replacement of installations powered by solid fossil fuels.

(iii) investment in:

- environmentally friendly vehicles as defined in Directive 2009/33/EC of the European Parliament and of the Council (22) for public purposes,
  - vehicles, aircraft, and vessels designed, built, or adapted for use by civil protection services and fire brigades.
- Based on §6(4) of the Regulation of the Minister of Funds and Regional Policy of December 20, 2022, regarding the provision of financial assistance by the Polish Agency for Enterprise Development under Priority 1 Entrepreneurship and Innovation, and Priority 5 Sustainable Tourism of the European Funds for Eastern Poland 2021–2027 programme (Journal of Laws, item 2773, as amended), financial assistance cannot be granted for activities in the field of:
- a) producing or marketing pornographic content;
  - b) trade in explosives, weapons and ammunition;
  - c) games of chance, mutual betting, gambling, slot machine games and low prize slot machine games;
  - d) production or marketing of narcotic drugs, psychotropic substances or their precursors.
2. The Startup confirms and declares that the Business Idea submitted by it and developed as part of the Project does not apply to the activities/sectors referred to in section 1.

## § 9

### Rules for using assets made available to the Startup

1. The Startup will have the opportunity to use the technical resources provided by the Platform Animator/Project Partners. In case adequate technical resources are not available within the Platform Animator's/Project Partners' own resources, they will be provided outside the partnership.
2. When using the asset resources of the Platform Animator/Project Partners, the Startup is obligated to adhere to the rules and regulations applicable to the specific asset resource (applicable to office spaces, laboratories, technological equipment, etc.).

## § 10

### Confidentiality

1. Confidential information collected during the term of the Agreement may only be used for the purpose of fulfilling the cooperation between the Parties of the Agreement, as stated by the Project provisions and in a manner consistent with the scope of duties of the Platform Animator/Project Partners. Additionally, such information may be disclosed to persons authorized by the Platform Animator/Project Partners involved in documentation development, entities conducting audits, project controls, and other entities where disclosure is required by applicable law.
2. Information referred to in section 1 of this paragraph may also be made available to other entities only after obtaining the written consent of the Startup.
3. The Parties are entitled to disclose the fact of cooperation and participation in the Project, its scope and purpose, in their marketing and reference materials, in accordance with § 3 section 3 points 3.19-3.22 and § 12.

## § 11

### Copyright and property rights

1. Results subject to intellectual or industrial property rights and results not subject to such protection, resulting from the Startup's participation in the incubation programme, are the own property of the Startup.
2. The provisions of the Act of February 4, 1994 (i.e. Journal of Laws of 2019, item 1231, as amended) on copyright and related rights shall apply to the Agreement regarding copyrights arising as a result of the implementation of the incubation programme.
3. The Platform Animator has proprietary rights to all reports, researches, valuations, offers, documents containing financial data, analyses, business plans, summaries, documents describing strategies, sales plans, technical studies, specifications, presentations and other documents that will be prepared and developed during the performance of this Agreement directly for the benefit of the Startup.
4. Completion of the incubation programme will result in the transfer of property rights to the Startup.

## § 12

### Processing of personal data / Privacy policy

1. Personal data is collected and processed by the data controller for the purposes of implementing the HugeTECH Revolution Startup Platform Project.
2. The legal basis for data processing is Art. 6 section 1 letter a and art. 6 section 1 letter b Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.
3. Providing personal data is not a statutory requirement and is voluntary, however, lack of consent to the processing of personal data will prevent the conclusion and implementation of an agreement under the Project. The data will not be processed in an automated manner, nor will it be used for profiling.
4. The provided personal data may only be transferred to entities cooperating as part of the HugeTECH Revolution Startup Platform Project. The administrator will not transfer personal data to third parties.
5. The Founder has the right to request access to his or her personal data, rectification, deletion or limitation of processing.
6. The Founder has the right to withdraw consent to data processing at any time.
7. Personal data will be processed in accordance with the provisions on national archival resources and archives until the completion of all tasks related to the implementation and settlement of the Project, subject to provisions that may provide for a longer deadline for carrying out inspections, as well as provisions on state aid, de minimis aid and provisions on value-added tax, goods and services tax.
8. The Founder has the right to lodge a complaint with the supervisory authority: the Personal Data Protection Office, Stawki Street 2, 00-193 Warsaw. (PL version: Biuro Prezesa Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa.)

## § 13

### Grant payment

1. The grant will be provided in the form of a refund of eligible expenses, necessary for the development of the Business Idea, incurred by the Startup within the framework of expenses specified and agreed in the IIP with the Incubation Manager.
2. The Startup is obligated to expend the grant in accordance with the provisions of Chapter 2.2 points 1(a) and 1(e-g), 2.3, 2.6, and 3.5 of the Guidelines on Eligibility of Expenditure for the years 2021-2027. The purchase of a service related to creating the MVP from the grant must: comply with legal regulations, constitute expenditure necessary for achieving the project's objectives and incurred in relation to MVP creation, be conducted in a transparent, rational, and efficient manner while adhering to principles ensuring the best outcomes from the expenditure, and be documented in accordance with the requirements specified in the Guidelines and the principles set by IZ.
3. As part of the expenditures covered by the Grant, financing expenditures under cross-financing, as defined in the Guidelines on Eligibility of Expenditure for the years 2021-2027 subsection 2.4, is not allowed.
4. In order to obtain a refund of incurred expenses, the Startup must provide the following documents within 10 days of providing the service:
  - a. acceptance protocol for this service approved by the Platform Animator,
  - b. a list of accounting documents (invoices or documents with equivalent evidentiary value), along with copies of invoices or documents with equivalent evidentiary value and a receipt protocol,
  - c. confirmation of payment by Startup, i.e.: a statement from the company bank account confirming incurring expenses,
  - d. declaration of lack of connections within the meaning of Art. 6c section 2 of the Act on the establishment of the Polish Agency for Enterprise Development and within the meaning of Art. 61 section 5 of the Implementation Act, between the Startup and the Platform Animator or Project Partners, or entities providing services to the Startup.

On this basis, the Incubation Manager decides whether the purchased service and its value are consistent with the IIP and the Incubation Agreement.

5. The Platform Animator may request that the confirmation of purchased services/acceptance protocol be accompanied by documents other than those indicated in point 4, confirming the eligibility of expenses and the correct implementation of the Project.
6. In justified cases, the amount of the financial grant specified in the IIP may be increased after the application for an increase in the grant is accepted by the Platform Animator/Project Manager.
7. The Startup also has the right to apply for a change in the amount of the granted grant if its original value in IIP was PLN 0.00. A change in the amount of the grant affects the change in the amount of de minimis aid granted to the Startup.
8. The Platform Animator may withhold approval of confirmation of purchased services/acceptance protocol or refuse to approve them (i.e. reject confirmation of purchased services/acceptance protocol) in case of:
  - a. justified suspicions that the grant is used contrary to the Agreement (in



- particular in the event of discrepancies between the implemented activities and the IIP) and there is a suspicion or finding of irregularities or financial fraud;
- b. the Startup failure in providing, upon request of the Platform Animator, information and explanations regarding the implementation of the Project, failure in performing obligations arising from the Agreement, or failure in removing deficiencies or errors in the documentation related to the implementation of the grant;
  - c. no progress in spending the grant;
  - d. Startup failure in submitting properly established security;
  - e. receiving by the Platform Animator information from law enforcement authorities, customs and fiscal authorities, or other authorized control bodies (such as the President of the Public Procurement Office or the President of the Office of Competition and Consumer Protection) about ongoing actions or pending preparatory or judicial proceedings that may affect the assessment of the correctness of grant expenditure;
  - f. until the recommendations arising from the final post-audit information on grant expenditure control are implemented;
  - g. If the Platform Animator decides to withhold or refuse to approve the confirmation of the purchased services/acceptance protocol, the Platform Animator informs the Startup in writing within 10 days from the date of submitting the confirmation of the purchased services/acceptance protocol.
  - h. In case the confirmation of purchased services/acceptance protocol contains deficiencies or errors, the Platform Animator notifies the Startup within 10 days from the date of submission of the confirmation of purchased services/acceptance protocol to complete the documentation. The Startup is required to submit corrected or supplemented documentation within 10 days from the date of receipt of the notification.
  - i. The Platform Animator reserves the right to conduct financial documentation audits at the Startup's headquarters.
  - j. The Platform Animator may carry out an audit during documentation verification. In such a case, the deadline for requesting supplements and corrections to the documentation and the deadline for approval of the documentation may be extended by the period necessary to implement the recommendations resulting from the final post-audit information.
  - k. Bank account number to which the refund will be sent:

**Bank name:**.....

**Account number:**.....

- l. In the event of a change in the bank account number, the Startup is obliged to promptly inform the Platform Animator in writing about such change. Changing the bank account number does not require the preparation of an annex to the Agreement.
- m. The startup will not receive a refund if it has spent more than the amount of the financial grant specified in the IIP.

## § 14

### Securing the grant

1. If a financial grant is awarded to the Startup, the Startup will be obliged to provide security for the Platform Animator's claims that may result from non-performance or improper performance of the Agreement, tort claims, and in particular as to the possible obligation of the Startup to return the paid financial grant. The security will take the form of a blank promissory note with a "not commissioned" mark, signed in the presence of the Platform Animator, together with a promissory note declaration constituting **Appendix No. 4** to this Agreement. All activities related to security not regulated in this Agreement are regulated by separate provisions of law.
2. The Startup is required to submit to the Platform Animator a properly issued security, as referred to in paragraph 1, no later than 7 days from the date of signing the Incubation Agreement.
3. Failure to establish or provide security referred to in section 1 within the period referred to in section 2, constitutes the basis for terminating the Agreement.
4. Return of the security specified in section 1 will take place within 6 months after the completion of the implementation of the Incubation Agreement, at the written request of the Startup, provided that it has properly fulfilled all obligations arising from the Agreement. The Platform Animator reserves the right to destroy the blank promissory note together with the promissory note declaration in the absence of such a request within 12 months from the date of completion of the Incubation Agreement.

## § 15

### Grant recovery

1. The Startup undertakes to return the amount of the financial grant also in the event of situations occurring in the Project resulting from the actions or omissions of entities entrusted by the Startup with the implementation of the Project or its part.
2. The Platform Animator calls the Startup in writing to return the funds transferred as a refund of the financial grant within the time limit and on the terms specified in the letter.
3. The startup has the right to appeal against the decision of the Platform Animator within 10 days from the date of receipt of the request for return.
4. The Platform Animator will respond to the appeal within 10 days of receiving it.
5. The Startup is not liable to the Platform Animator or will not be deemed to be in breach of the provisions of the Agreement in connection with non-performance or improper performance of the Agreement to the extent that such non-performance or improper performance is the result of force majeure.
6. The Startup is obliged to immediately inform the Platform Animator about the occurrence of force majeure, prove these circumstances by presenting documentation confirming the occurrence of force majeure and indicate the impact it had on the course of the Project implementation. The Platform Animator is obliged to confirm the occurrence of force majeure.



## **&16**

### **Duration of the Agreement and its amendments**

1. The above Agreement enters into force on the day of signing and is valid until.....
2. Any changes to the Agreement must be made in writing under pain of invalidity and are introduced in the form of an annex, with the exception of changes to the Startup's bank account, contact details and details of persons authorized to represent the Startup (§ 18), changes in the scope of support provided to the Startup during the implementation of the IIP (§ 4). The Annex may be signed in paper form, i.e. by submitting a handwritten signature or by means of an electronic signature.
3. The Platform Animator is entitled to request changes to the Agreement in the event and to the extent of circumstances arising from applicable legal provisions and obligations binding on the Platform Animator regarding the Project. In such a case, the Platform Animator will present a draft annex to the Startup, and the Startup is obliged to sign this annex and deliver its signed copy to the Platform Animator within 7 days from the date of its receipt from the Platform Animator.

## **§ 17**

### **Termination of the Agreement**

1. The Platform Animator may terminate this Agreement with 7 days' notice before the expiry of the period referred to in § 16 section 1 of the Agreement, for important reasons, i.e.:
  - a. based on the agreement of the Parties, in the event of circumstances preventing further performance of obligations under the Agreement,
  - b. in the event of termination of the Financing Agreement granted to the Platform Animator by the Polish Agency for Enterprise Development,
  - c. there are no grounds for further performance of the Agreement,
  - d. circumstances occur that make it impossible to continue implementing the provisions contained in the Agreement,
2. The Platform Animator may terminate the Agreement with immediate effect before the expiry of the period for which it was concluded on the basis of a declaration of termination of the Agreement without notice in the situation described in § 3 section 4, as well as in the event of a gross breach of obligations by Startup arising from the Agreement.
3. The Agreement is terminated/expires automatically when the incubation process ends as a result of the evaluation process.
4. The Platform Animator allows for termination of this Agreement by mutual consent of the Parties.

## **§ 18**

### **Authorized persons, exchange of information**

1. All notices, applications, consents, declarations or other information exchanged between the Parties or in connection with the Agreement will be transmitted via the IT system provided by



the Platform Animator, i.e. Bitrix communicator. The Platform Animator will create an account in the system for each startup, to which he will provide the Startup with access. In the event of a system failure, information will be sent via e-mail. Documents and applications relating to an annex to the Agreement must be signed with a qualified signature or a handwritten signature and included in the above-mentioned system.

2. Contact person for the implementation of the provisions of the Agreement on behalf of:

a. Platform Animator is

.....

e-mail: .....

tel.: .....

b. Platform Animator – Incubation Manager is

.....

e-mail: .....

tel.: .....

c. Startup is .....

e-mail: .....

tel.: .....

3. The change of the persons referred to above does not constitute an amendment to the Agreement and does not require the Parties to sign an annex. The change enters into force upon informing the other Party by e-mail about the new contact person.

Signatures:

.....

**Platform Animator**

place and date.....

.....

**Startup**

place and date.....

**Appendices:**

1. Annex No. 1 to the Agreement - Form of information presented when applying for de minimis aid.
2. Annex No. 2 to the Agreement - Individual Incubation Programme - IIP.
3. Annex No. 3 to the Agreement - Company's Articles of Association (photocopy or scan, signed as a true copy of the original) and the Court's decision on entry in the National Court Register.
4. Annex No. 4 to the Agreement - Promissory note declaration with a bill of exchange template (if applicable).
5. Annex No. 5 to the Agreement - Monthly evaluation card - evaluation from the 3rd to 6th month of incubation.