

## Regulations of the "HugeTECH Revolution Startup Platform"

### § 1

#### INTRODUCTION

1. These Regulations contain the rules for participation in the project entitled: "HugeTECH Revolution Startup Platform" hereinafter referred to as the "**Project**".
2. The project is co-financed by the European Union under the European Funds for Eastern Poland 2021-2027 programme, FEPW Priority. 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 agreement between HugeTECH Sp. z o. o., and PARP with the number FEPW.01.01-IP.01-0010/23-00.
3. The Project Implementer is the Platform Animator: HugeTECH Sp. z o. o. with its registered office in Rzeszów, REGON: 365942044, NIP: 5170378148, hereinafter referred to as the "**Platform Animator**" and Project Partners:
  1. HugeTech Industry Sp. z o.o., REGON: 523286112, NIP: 8133886142,
  2. Connected Digital Polska Sp. z o.o., REGON: 181129510, NIP: 8133693348,
  3. Huge Voice Sp. z o.o., REGON: 387689125, NIP: 8133848638,
  4. Flow Centrum Badawcze Sp. z o.o. REGON: 368327463, NIP: 7123348046,
  5. Revas Sp. z o.o., REGON: 365460300, NIP: 5170376971,
  6. Mobitouch Sp. z o.o., REGON: 180935550, NIP: 5170361521,
  7. Fundacja Klaster Innowacji Społecznych, REGON: 362578997, NIP: 6312658876,
  8. Brave Seed Fund Sp. z o.o., REGON: 381426904, NIP: 8133792636.
4. The main goal of the Project is to support the development of 150 innovative Startups from Eastern Poland 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.

### § 2

#### TERMS USED IN THE REGULATION

1. Platform Animator – HugeTECH Spółka z o.o. with its registered office in Rzeszów, REGON: 365942044, NIP: 5170378148.
2. Project office – HugeTECH Sp. z o.o. office located at Stanisława Moniuszki Street 11, 35-015 Rzeszów.
3. 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.

4. 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.
5. Days – calendar days.
6. 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.
7. FEPW – (Fundusze Europejskie dla Polski Wschodniej) European Funds for Eastern Poland Programme.
8. Application Generator – an IT tool made available by PARP via the website <https://lsi.parp.gov.pl> enabling the Founder to create an individual account in the PARP IT system and to complete and submit the incubation application form to the Startup Platform.
9. 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.
10. 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.
11. 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.
12. 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.
13. Milestones (MS) – six indicators that every startup must implement to achieve the goals set for it in the incubation process. Belong to them:
  - Evaluation of the feasibility of the solution in time and budget,
  - Evaluation of the team and management skills,
  - Market and competitiveness analysis,
  - Verification and creation of MVP,
  - In-depth market verification,
  - Development of an investment path/Business presentation.
14. Consulting card – a document confirming services provided to the Startup by Experts and specialists.
15. 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.

16. Evaluation Committee – a team of people consisting of representatives of the Platform Animator together with the Incubation Manager (without the right to vote at the stage of proper substantive evaluation) and Project Partners optionally along with Ecosystem Partners, who will perform the proper substantive evaluation and evaluation of the incubation process, with reservation of the possibility of participation of a representative of the Intermediate Body and/or Managing Authority.
17. 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.
18. 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.
19. Idea evaluation – a stage in the process of selecting ideas to participate in the incubation process, consisting of formal and substantive evaluation by the Expert Council, Evaluation Committee.
20. 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.
21. 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.
22. 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.
23. PARP (Polska Agencja Rozwoju Przedsiębiorczości) – Polish Agency for Enterprise Development, also an Intermediate Body.
24. 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).
25. 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.
26. 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.

27. Incubation process – services provided to the Startup while participating in the Project during the incubation round.
28. 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.
29. Startup company – this should be understood as an enterprise created to search for a repeatable, scalable and profitable business model.
30. Joining the project – the day of submitting the innovative idea for evaluation via the Incubation Application form.
31. Expert Council – a team of people consisting of representatives of the Platform Animator divided into two two-person teams consisting of independent Evaluation Experts. The Expert Council is responsible for making a formal and substantive preliminary assessment of the incubation application.
32. 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)
33. Incubation agreement – an agreement constituting the basis for granting de minimis aid concluded between the Platform Animator and the Startup, specifying the conditions of the Startup's participation in the incubation process, including specifying the value and rules of granting, settlement of the grant and methods of its recovery, constituting Annex No. 4 to the Regulations.
34. Basic services – services that the Startup Platform is obliged to provide in its offer.
  1. 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.
35. 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.
36. 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).
37. 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.

### § 3

#### TERMS & CONDITIONS OF PARTICIPATION

1. An adult natural person or a team of persons, hereinafter referred to as founders, who want to start and develop their own company in Eastern Poland based on a business idea of a product or service of innovation nature at least at the national level may apply to participate in the project.
2. The Founder is obliged to:
  - a. read these Regulations,
  - b. fulfilling obligations arising from agreements concluded under the Project,
  - c. timely submission of documentation/responding to requests from the Platform Animator and/or Project Partners,
  - d. participating in surveys, interviews and providing information for the purposes of evaluations (assessments) conducted by the Managing Authority, Intermediate Body or other authorized institution or organizational unit or entity carrying out monitoring, promotion, evaluation and control,
  - e. submitting to inspections by the Platform Animator and/or Project Partners and other institutions with control rights under the law, including the financing agreement concluded between the Platform Animator and PARP,
  - f. enabling the preparation by the Platform Animator and entities indicated by the Platform Animator of photographic and film documentation necessary to validate, control and monitor the implementation of the Project,
  - g. providing information about company situation (development) within 3 years from the end of participation in the incubation process – verification will take place through contact in the form of a survey/e-mail/phone call.
3. Founder/Group of founders:
  - a. is/are adult natural person,
  - b. is/are the owner of all rights to the described Business Idea or is a person authorized by the owners of the Business Idea to contact the Platform Animator and/or Project Partners. The owner of the Business Idea is entitled, in particular, to the exclusive, unrestricted and unencumbered right to the described Business Idea,
  - c. is/are the exclusive owner of the described Business Idea, and the described Idea (product/service) is not subject to proceedings regarding the reservation of industrial or intellectual property rights by any other entity/s or person/s. Founder/s have exclusive rights to dispose of the business idea,
  - d. declares that 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 Founder and the Platform Animator and entities providing services to the Founder as part of individual support for the development of an innovative business idea,

- e. declares that the Business Idea is free from any legal encumbrances, collateral or any third party claim,
  - f. declares that the submitted Business Idea has not been the subject of the Founder's previous or current business activity,
  - g. declares that is 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 is not related to the title of adoption, guardianship, legal representative, members of management or supervisory bodies of any Platform Animator and/or Project Partners,
  - h. declares that he is not in an employment or commission relationship with the Platform Animator, Project Partners or entities providing services, and is not a member of the management or supervisory bodies of the above-mentioned entities,
  - i. is not a contractor or subcontractor of tasks commissioned as part of the Project,
  - j. has not been legally convicted of a crime committed in connection with participation in the Project, i.e. has not committed a crime of bribery, a crime against business transactions or any other crime committed in order to obtain financial benefits.
4. The Founder/Team of Founders, at the time of submitting the Incubation Application, in the manner described in §4 section 1 of the Regulations, confirms the fulfilment of the conditions described in §3 point. 3 and acceptance of the content of these Regulations in their entirety.
  5. The business idea cannot concern a business activity excluded from the possibility of granting de minimis aid under Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Art. 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.
  6. In connection with the information obtained and based on it, at each stage of the recruitment, evaluation and selection as well as the incubation process, the Platform Animator has the right to make a negative decision as to the validity of further work on the submitted Business Idea.
  7. The Founder is not entitled to any claims for damages related to participation in the Project, in particular related to the decision to qualify or not to qualify the Founder for the incubation process.

## § 4

### APPLICATIONS

1. To submit a Business Idea, it is necessary to complete and submit the Incubation Application, made available by PARP in the Application Generator, located at <https://lsi.parp.gov.pl>
2. Only the Founder may submit an application for an innovative Business Idea.
3. The Business Idea cannot be subject to any restrictions, in particular it cannot be the subject of a rental, tenancy, lending or other similar agreement that could hinder or prevent the use of the business idea in accordance with the purpose specified in the Regulations, limited property rights in favour of third parties, or the right of pledge, or other encumbrances, claims, including sureties, and security established on the existing or future obligations of the Founder.
4. All materials and documents provided to the Platform Animator regarding the Business Idea shall not be returned to the Founder. They will be placed in the Project documentation archive.
5. The Founder is obliged to provide additional information, explanations and submit appropriate declarations to supplement the documentation regarding the Business Idea or the legal



authorization of the Founder/Business Idea at every stage of participation in the Project.

6. The Business Idea is not currently subject to submission to another Startup Platform. In the event of submitting Incubation Applications regarding the same business idea to different Startup Platforms, the incubation application submitted first will be evaluated, and only this application will entitle the Founder to receive de minimis aid under Measure 01.01 FEPW Component I. The remaining incubation applications will be left without consideration and will not be subject to evaluation or will not entitle the Founder to conclude the Incubation Agreement and receive de minimis aid under measure 01.01 FEPW component I.
7. Each Founder may submit an unlimited number of Ideas to the Project, however, only one of them may be qualified for the incubation stage in a given round. The Evaluation Committee will indicate the Idea with the greatest chance of commercialization, which the Founder will work on as part of the Incubation Process.

## § 5

### RECRUITMENT, EVALUATION AND SELECTION OF BUSINESS IDEAS

1. The project assumes the participation of 150 Startups (an average of 30 Startups in each of the five incubation rounds), of which a maximum of 70% will be able to receive an incubation report along with a positive recommendation (authorizing them to apply under component IIa of Measure 1.1 of the FEPW).
2. The Platform Animator reserves the right to increase the number of incubation rounds and the number of Startups accepted for the incubation process, provided that appropriate resources are available.
3. The Project will incubate Business Ideas that fit into the horizontal route, i.e. projects from any area, or into the industrial path – health, i.e. projects aimed at developing products and services to improve health and quality of life.
4. The recruitment of business ideas takes place continuously, divided into five rounds. The Platform Animator will inform about the start and end of recruitment for the project, the schedule of incubation rounds as well as the dates of evaluation and selection of Business Ideas on the website [www.htrevolution.pl](http://www.htrevolution.pl)
5. During each round, the evaluation and selection of Business Ideas will be based on three stages:
  - a. Stage I: formal evaluation regarding the criteria for meeting formal requirements, i.e. criteria for moving to the next stage. Formal evaluation is carried out in accordance with the Stage I evaluation card constituting **Annex No. 1 to the Regulations**.
  - b. Stage II: the preliminary substantive evaluation and analysis of the Founder's motivation and expectations towards the Platform (the part subject to evaluation) – the preliminary substantive evaluation will be carried out based on the criteria for meeting the requirements of the preliminary substantive evaluation in accordance with the Stage II evaluation card constituting **Annex No. 2 to the Regulations**.
  - c. Stage III: the proper substantive evaluation – an in-depth substantive evaluation carried out by the Evaluation Committee during the Expert Panel will be carried out based on point criteria in accordance with the Stage III evaluation card constituting **Annex No. 3 to the Regulations**. The startup will be asked to send a presentation of the Business Idea.

6. The results of the Business Ideas evaluation are:

- a. Stage I – ranking list, based on which all projects that meet the formal criteria move to the next second stage of evaluation. Additionally, the Platform Animator will send a substantive survey to all Founders qualified for the second stage of evaluation regarding the need to provide detailed information regarding the criteria for the initial substantive evaluation and the preferences/motivations of the Founders. Failure of the Founder to complete the survey within 3 calendar days of its receipt will result in rejection of the Business Idea.
- b. Stage II – ranking list, on the basis of which all projects that meet the criteria of the preliminary substantive evaluation move forward to the stage III.
- c. Stage III - ranking list, based on which, on average, the 30 highest rated Business Ideas<sup>1</sup> will be recommended for signing an incubation agreement. Additionally, Founders who are on the ranking list will be assigned to incubation routes - horizontal (including projects of the Fund horizontal route and the MarketGo horizontal route) or to the industry route, i.e. health).

At the same time, the Evaluation Committee will prepare a reserve list consisting of the remaining ideas that were not recommended for signing the Incubation Agreement. Ideas on the reserve list will be arranged according to the evaluation received from the Evaluation Committee and will be invited to the incubation process depending on the availability of places.

7. In the event of discrepancies in evaluations at the stage of preliminary substantive evaluation (in the event of a negative mark of the application by one Expert and a positive mark by another Expert) the application is transferred to an Expert from another team and his mark, and ultimately evaluation, is binding.
8. A startup placed on the reserve list cannot apply with the same idea to another Startup Platform. If you wish to submit your application to another Platform, you must submit an official request to resign from your place on the reserve list.
9. If the same number of points are received in stage III, priority will be given to Ideas whose Founder or member of the Founders' Team is a woman or a person with a disability. If business ideas receive the same number of points and are in last place, and their members are not the above-mentioned people, the decision to move to the next stage is made by the Project Manager.
10. Evaluation from point 5 subpoints 'a-b', is performed by the Platform Animator's employees, the assessment of point 5 subpoint 'c' is made by the Evaluation Committee consisting of:
  - two representatives of the Platform Animator,
  - two representatives of Project Partners (mainly in the field of technological, business and market competences),
  - representative of the Venture Capital Fund (VC),
  - two representatives of Ecosystem Partners (closest to the industry represented by the Startup),
  - Incubation Manager, without evaluative voting rights.

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<sup>1</sup> i.e. which are subject to points control and have been subject to at least 28 points on each occasion. (which is 40% of the assessment in a specific case)



11. The result of the Business Idea evaluation, along with the decision regarding the Founder's further participation in the Project or its completion, will be communicated electronically after each stage via e-mail.
12. There is no right to appeal against the decision of the Platform Animator regarding the qualification or non-qualification of the Founder for the evaluation of Business Ideas.
13. An Founder who is invited to the incubation process is obliged to:
  - a. establishing a company based on the submitted innovative Business Idea, and then registering the company in Eastern Poland in the form of a limited liability company, in accordance with the provisions of the Act of September 15, 2000 – Kodeks spółek handlowych (Dz.U. z 2017 r., poz. 1577), in which the shareholders are only natural persons. The Founder has up to 14 days to register a company;
  - b. signing an incubation agreement between the Platform Animator and the Startup company newly created by the Founder (Startup), containing an obligation to maintain confidentiality. The document can be signed in paper or electronic form using an electronic signature.

## § 6

### INCUBATION PROGRAMME

1. The incubation process provides quality services to startup enterprises in the field of market testing of the idea, work on its development and preparation of a product/service with minimum functional utility (MVP) based on it and its implementation.
2. The incubation process begins on the day of signing the Incubation Agreement between the Platform Animator and the Startup.
3. A template of the incubation agreement is available at [www.htrevolution.pl](http://www.htrevolution.pl) and/or [www.hugotech.pl](http://www.hugotech.pl). By joining the Project, Startup declares that it accepts the content of the Incubation Agreement and does not submit any comments thereto.
4. All services provided to Startups are free of charge and consistent with the subject of the Incubation Agreement. The services will be individually tailored to the needs of Startups.
5. In justified cases, the incubation duration may be extended.
6. As part of the incubation process, the Startup will receive support in the form of:
  - 6.1. **tutoring of the Incubation Manager**, i.e. a person dedicated to working with a given Startup and coordinating the Startup incubation process. The tasks of the Incubation Manager include:
    - a. preparation of an Individual Incubation Programme (IIP) for a given Startup, depending on the individual needs of the company working on the development of the idea;
    - b. assessing the progress of work on developing the idea, according to the adopted milestones;
    - c. coordination of work related to the preparation of the final report on the work of Startup;
  - 6.2. access to **basic services** (organizational support, provision of office space,

accounting services, bookkeeping services, legal services, tax consultancy, basic marketing support, including the development of visual identification elements),

6.3. access to **specialized services** necessary to carry out work on the development of a new Business Idea resulting from the IIP (e.g. technical, technological, IT, design, business and market analysis support, along with support in the area of management and entrepreneurship in terms of the idea development), including testing and verifying ideas or concepts until the MVP is prepared and until it is verified on the market;

6.4. possibilities of receiving a grant. If the Platform Animator and Project Partners are unable to provide the service as part of their offer, in such a case the Platform Animator may grant the Startup a grant to purchase the service from entities that are not Project Partners, i.e. from Ecosystem Partners or other entities on the market. The project provides for grants of an average of PLN 10,000 net for the horizontal route and an average of PLN 43,000 net for the health industry route. The amount of the grant depends on the individual needs of the startup, the financial capabilities of the Platform Animator and will be agreed with the Incubation Manager. In the event of VAT related to the purchase of the above-mentioned services, it is an ineligible expense;

6.5. possibility to participate in **the "Demo Day"**.

7. The Platform Animator reserves the right to make changes to the presented Incubation Process in the scope of:
1. Shortening or extending the time of individual project elements.
  2. Carrying out all or part of the incubation process online using remote communication means. However, implementing the entire incubation process online will additionally require the consent of PARP.
  3. All changes and modifications can be made at any time, including during the incubation programme.
  4. The Platform Animator will inform about changes in a message on the website and by e-mail within 7 days of the change occurring, and if the Incubation Agreement requires it, an annex will be prepared to the above-mentioned Agreements.

## § 7

### MONITORING THE PROGRESS OF STARTUPS AND THE QUALITY OF SERVICES PROVIDED

1. During the implementation of the Project, the Platform Animator and the Project Partners provide for ongoing monitoring of either: the progress of participants' work on the development of the Idea, the quality of services provided to Startups as part of the incubation process, and the work of Incubation Managers.
2. The mechanism for monitoring and evaluating the progress of work on developing the Business Idea will include elements such as:
  - a. ongoing monitoring of the development of the Business Idea in relation to the adopted assumptions, schedule and milestones, including the possibility of introducing changes, conducted by the Incubation Manager, responsible for preparing reports on the progress of a given Startup for people managing the Startup Platform;
  - b. monthly Startup evaluation,



- c. conducting meetings with the Startup on-site and/or using indirect communication channels, such as telephone, e-mail, Bitrix communicator and others. The method of communication with the Startup will be determined individually, with the mutual consent of the Parties.
  - d. final report on the incubation of a particular Startup (in the case of Startups that have completed the incubation process) prepared by the Incubation Manager. If the incubation programme is not completed, an incubation report will be prepared at the Startup's request without the recommendation of the Platform Animator. The Startup (Evaluation) Card will be an annex to the final report from the Incubation.
3. An important element of the mechanism for monitoring and evaluating the progress of Startups will be Evaluation Cards prepared at the end of each month of Incubation – the Startup Card. That card and its annexes constitute an incubation progress reporting system during the Incubation, serving as a basis for evaluating Startups.
4. Startups after the 3rd, 4th, 5th and 6th month will be additionally evaluated as part of the Monthly Evaluation Card constituting Annex No. 5 to the Incubation Agreement. The evaluation will be made by the Evaluation Committee. Maximum number of points possible to earn: 20 points. Startups with the lowest number of points will be removed after the months referred to in point 10.
5. The following will be evaluated in accordance with the point 4:
  - a. product innovation,
  - b. product competitiveness,
  - c. product commercialization,
  - d. product scalability.
6. The monthly evaluation of the Startup in each of the first five months of incubation will be based on point criteria based on the incubation progress reporting system. The evaluation will be carried out by the Evaluation Committee. The evaluation consists of four criteria, each of which constitutes 25% of the total evaluation, i.e.:
  - substantive evaluation of the milestone achieved in a given month,
  - substantive partner review,
  - evaluation of the team by representatives of Experts working with the Startup in a given month, and evaluation of the Incubation Manager. The evaluation will concern aspects such as timeliness of tasks, substantive preparation for meetings, level of involvement in the Incubation process.
7. The evaluation of the sixth month of the incubation process will be based on point criteria based on the incubation progress reporting system. The evaluation will be carried out by the Evaluation Committee. The Startup evaluation in the sixth month of incubation consists of two criteria, i.e.:
  - an evaluation of the presentation prepared by the Startup, but also, in addition to the presentation itself, the progress made during the incubation process and the overall preparation for entering the market are also counted, constituting **75%** of the total score,
  - an evaluation of the team's collective work issued by experts and the Incubation Manager. The evaluation will cover aspects such as timeliness of tasks, substantive preparation for meetings, level of involvement in the incubation process, therefore it will constitute **25%** of the total score.
8. The final grade awarded to the Startup at the end of the incubation programme will be a composite of all grades awarded for each month (i.e. the grade for each month will constitute one-sixth of the final grade).



9. Based on the incubation progress reporting system, a ranking list will be prepared taking into account the grade and number of points obtained.
10. Based on the ranking list referred to in point 9, it is planned to exclude Startups that obtained the lowest number of points from further participation in the incubation process after the 3rd, 4th, 5th and 6th month, according to the following scheme:
  - a. an average of five Startups after the 3rd month of incubation,
  - b. on average one Startup after the 4th and 5th month of incubation,
  - c. an average of two Startups after the 6th month of incubation.
11. The incubation process will be continued by Startups that have obtained the highest total number of points. If several Startups in the last position(s) of the ranking list obtain the same number of points, the final decision to exclude the Startup is made by the Project Manager.
12. Startups that qualify for the sixth month of incubation are obliged to participate in the Demo Day.
13. Up to 70% of incubated Startups will be able to receive an incubation report along with a positive recommendation, entitling them to apply under Component IIa.
14. The mechanism for monitoring and evaluating services provided to Startups will include elements such as:
  - a. conducting surveys by the Platform Animator aimed at verifying the Startup's satisfaction in participating in the incubation process (at least once every 3 months).
  - b. the possibility for the Startup to submit comments, objections, and requests regarding Partners, Incubation Managers, experts, as well as project staff. A letter regarding this matter can be submitted online to the Platform Animator or at the project office.
  - c. providing Startups with access to the Bitrix communicator, enabling direct contact with the Platform Animator.

## § 8

### DE MINIMIS AID

1. The support obtained as part of the implementation of the Project in the form of basic and specialized services and a financial grant provided to the Startup constitutes de minimis aid referred to in Commission Regulation (EU) 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 to de minimis aid.
2. De minimis aid may be granted to a given Startup provided that, together with other de minimis aid received during the previous 3 years (36 months) from the date of signing the Incubation Agreement from various sources and in various forms, it did not exceed the gross amount of EUR 300,000. If, as a result of the verification, it turns out that the entrepreneur does not meet the criteria regarding de minimis aid limits, this will constitute the basis for refusing to grant support.
3. After providing the de minimis aid referred to above, the Platform Animator issues a certificate to the Startup regarding that the de minimis aid was obtained.
4. At the end of the incubation process, regardless of its duration, the Platform animator corrects the certificate on de minimis aid obtained in the scope of the grant actually utilized.

## § 9

### INCUBATION TRANSFER

1. A Founder/Team of Founders placed on the reserve list cannot apply with the same idea to another Startup Platform within 30 days of the end of the evaluation process in a given round. If you wish to submit an application to another Platform within a period shorter than the end of the evaluation process in a given round, it is necessary to submit a written request to resign from your place on the reserve list.
2. A startup may apply for the transfer of incubation to another Startup Platform if circumstances arise that prevent it from completing incubation on a given Platform. i.e. it is not possible to continue it due to:
  - a. failure by the Platform to fulfill the obligations specified in the Incubation Agreement/incubation process or other document specifying the course of incubation,
  - b. due to the termination of the agreement for the implementation of the particular Startup Platform project by PARP,
  - c. failure to conclude an Incubation Agreement after a positive, proper substantive evaluation for reasons not attributable to the Startup Platform,
3. To apply for an incubation transfer, please contact the representative of the Platform or Platform Animator via postal address or e-mail: [kontakt@htrevolution.pl](mailto:kontakt@htrevolution.pl)
4. Consideration of transfer, including during the ongoing recruitment round, does not exclude the need to submit the application for full evaluation indicated in §5 section 5 of these Regulations.

## § 10

### CONFIDENTIALITY

1. The Platform Animator, Partners, Incubation Managers and persons involved in the implementation of the Project are obliged to maintain the confidentiality of information obtained during the Project from the Founders, as well as personal data, hereinafter referred to as Confidential Information.
2. Entities and persons mentioned in point 1 are prohibited from using Confidential Information for the purposes of:
  - a. starting a business based on the ideas presented by the Founders,
  - b. disclosure of Confidential Information to third parties.

## § 11

### PERSONAL DATA PROTECTION

1. The administrator of the personal data of the Founder and members of the Founder's team



is HugeTECH Sp. z o. o. with its registered office in Rzeszów, Moniuszki Street 11, 35-015 Rzeszów. Contact with the Administrator is possible at its headquarter or via e-mail:

**kontakt@hugetech.pl.**

2. Personal data of persons referred to in point 1 are collected and processed by the data controller for the purposes of implementing the HugeTECH Revolution Startup Platform Project.
3. 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.
4. 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.
5. 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.
6. The Founder has the right to request access to his or her personal data, rectification, deletion or limitation of processing.
7. The Founder has the right to withdraw consent to data processing at any time.
8. 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.
9. 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.)

## § 12

### FINAL PROVISIONS

1. The Platform Animator and Project Partners are not responsible for changes in programme documents and guidelines regarding Measure FEPW.01.01 'Startup platforms for new ideas' of the European Funds for Eastern Poland Programme 2021-2027.
2. The Platform Animator and the Project Partners reserve the right to make changes to the Regulations, about which the Founders will be informed by e-mail within 7 days of the change occurring.
3. Exclusion from participation in the Project occurs as a result of:
  - a. providing by the Founder false data required by the Regulations or submitting false statements (at any stage of recruitment or participation in the Project),
  - b. a failure to sign the Incubation Agreement,
  - c. a failure to submit within the deadline referred to in § 5 section 13 point a, documents listed in § 5 section 13 points a and b,
  - d. committing a financial fraud by the Startup,





- e. a violation of the obligation to provide reliable information, in particular to present information or documents in such a way as to artificially create conditions for obtaining or maintaining benefits resulting from support from public funds,
  - f. a failure to inform about the place of storage of documents or failure to collect documents at the place indicated in the Incubation Agreement,
  - g. submitting forged, altered or false documents in order to obtain support under Incubation;
  - h. a failure to perform the obligations arising from the Incubation Agreement despite being requested to perform them within a specified period of time,
  - i. refusing to sign an annex amending the content of the Incubation Agreement, without which the implementation of the Project or Incubation Programme would be inconsistent with the provisions of EU or national law,
  - j. introducing a change in the Business Idea that affects the fulfilment of the business idea selection criteria in a way that would result in a negative assessment of this Project,
  - k. filing an application for bankruptcy against the Startup, remaining in liquidation or being subject to receivership, suspending its operations or when it is the subject of proceedings of a similar nature,
  - l. a failure by the Startup to perform the obligations provided for in the Incubation Agreement,
  - m. or other reasons specified in the contracts/agreements concluded under the Project.
4. In the event of exclusion from participation in the Project referred to in section 3 The Startup is obliged to return the amount equivalent to the prices of services received and provided to the Startup under this Project on the terms and in the amounts specified in the agreements concluded under the Project, in the absence of the consent of the Polish Agency for Enterprise Development to settle these costs under the Financing Agreement concluded between the Platform Animator and PARP.
  5. In case of doubt, the provisions of these Regulations should be interpreted in such a way that takes into account the content of other Project documents and will, to the maximum possible extent, approach the purpose of the provision or its part, striving to ensure uninterrupted implementation of the Project in accordance with the law. When interpreting, particular consideration should be given to legal and organizational conditions related to the implementation of the Project financed from EU funds.
  6. In matters not regulated in the Regulations, the relevant provisions of generally applicable law shall apply, in particular the provisions regarding the implementation of the Project from EU funds, as well as the guidelines issued on the basis of these provisions. This applies in particular to the scope of documents and information required for the Project.
  7. In all matters not regulated by these Regulations, decisions are made by the Platform Animator.
  8. In the event of a dispute, the Platform Animator and the Startup will strive to resolve the matter amicably, and in the absence of an amicable solution to the matter, the common court assigned to the registered office of the Platform Animator will be competent to resolve the case.
  9. The Regulations may change. Information about changes to the Regulations will be posted on the website [www.htrevolution.pl](http://www.htrevolution.pl) and/or [www.hugotech.pl](http://www.hugotech.pl)
  10. The Regulations have been prepared in two language versions – Polish and English. In case of discrepancies between the language versions, the Polish version will prevail.
  11. The Regulations enter into force on the day of publication on the website [www.htrevolution.pl](http://www.htrevolution.pl)

Attachments/Appendices:

1. Stage I evaluation card - formal evaluation
2. Stage II evaluation card - preliminary substantive evaluation
3. Stage III evaluation card - proper substantive evaluation
4. Incubation agreement