

## Terms and Conditions of recruitment for the Budimex Acceleration Program

### §1. General

1. These Terms and Conditions define the rules for accepting and evaluating applications as part of the recruitment for the "Budimex Acceleration Program" (hereinafter referred to as the "**Program**" or "**BAP**"), carried out by Budimex SA.
2. The Program is organised by Budimex S.A. with its registered office in Warsaw, at 9 Siedmiogrodzka Street, entered into the register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000001764, with a share capital of PLN 127,650,490.00 paid in full, with NIP 526-10-03-187; REGON: 10732630 (hereinafter referred to as "**Budimex**" or "**Organiser**").
3. The Organiser may entrust certain activities to entities cooperating with the Organiser in connection with the implementation of the Program, in particular the StartUp Hub Poland Foundation with its registered office in Warsaw, address: 2 Senatorska Street, 00 – 075 Warsaw, entered into the register of associations, other social and professional organisations, foundations and independent public health care institutions of the National Court Register kept by the District Court in Warsaw, XIII Commercial Division of the National Court Register under KRS number: 0000433935, NIP: 521-36371-49, REGON: 146312580 (hereinafter referred to as the "**Operator**").
4. The purpose of the recruitment for the Program is to select product, service or process solutions that can be used in the areas of innovation indicated by the Organiser and to recommend selected entities for cooperation.
5. The Organiser may establish cooperation with the Applicant invited to the Individual Acceleration Program after the end of the recruitment process, on the terms and conditions specified in the Acceleration Agreement, the terms of which will be individually agreed between the Organiser and the selected Applicant, depending on among others: on the specifics of the solution, the stage of development and the scale of resources needed by the Organizer.
6. Applying for the Program is voluntary and does not give rise to any obligations on the part of the Applicant or the Organiser until the Acceleration Agreement is signed. Applying for the Programme and invitation to the Individual Acceleration Program does not oblige the Applicant or the Organiser to conclude the Acceleration Agreement.
7. The Applicant covers all costs related to the submission of the Application and participation in the Programme, in particular the costs of travel, food and accommodation.

### §2. Definitions

The terms used in these Terms and Conditions shall have the following meanings:

1. **Applicant** – it should be understood as an entity that submitted the Application and meets the conditions set out in § 3 of these Terms and Conditions.
2. **Application** – it should be understood as a correctly completed application form, containing data in Polish or English, available on the website [bap.budimex.pl](http://bap.budimex.pl) along with the required statements.
3. **Individual Acceleration Program (IPA)** – it should be understood as an acceleration programme agreed with the Organiser and dedicated to the Applicant with whom the Acceleration Agreement has been concluded, consisting of a stage aimed at refining the Solution and, in relation to selected test and pilot projects, based on intensive cooperation between the Applicant and the Organiser, including mentoring support aimed at accelerating the process of solution development, and in the case of selected solutions as part of tests and piloting, their validation in conditions similar to the real ones at the Organizer.
4. **Expert Committee** – a committee appointed by the Organizer to evaluate Applications.

5. **Terms and Conditions** – these Terms and Conditions.
6. **GDPR** – means 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.
7. **Solution** – it should be understood as an innovative business idea or other project that the Applicant plans to develop under the Individual Acceleration Program.
8. **Acceleration Agreement** – an agreement regulating the terms and conditions of cooperation under the Individual Acceleration Program, which will be individually agreed between the Organiser and the Applicant invited to the Individual Acceleration Program.

### **§3. Entities eligible to apply for participation in the Program**

1. The program is addressed to entities that:
  - a) are a micro, small or medium-sized enterprise and operate in the form of a capital company referred to in Article 4 § 1 item 2 of the Commercial Companies Code,
  - b) operate no longer than 10 years before the date of application for the Program, with the date of entry in the relevant register or records taken into account,
  - c) have the know-how and intellectual property rights (including in the form of licenses) to the Solution that is the subject of the Application, and the Solution does not infringe the rights of third parties and is free from any legal encumbrances, security or any claims of third parties,
  - d) are not covered by a non-competition clause towards the Organiser or any other obligation that would prevent cooperation under the Program,
  - e) have a Solution at least Technology Readiness Level 4 (TRL 4), which means that its key components have been verified in laboratory conditions or in an environment simulating a real-world application,
  - f) develop the Solution that is the subject of the application, which fits into at least one of the areas designated by the Organizer, i.e. cleantech, contech, AI in construction, robotization and automation, green energy, occupational health and safety.
2. Applicants may also be entities from outside Poland.
3. The Applicants may not be subsidiaries of the Organiser or related to it in terms of capital, personnel or organisation, as well as entities cooperating with the Organiser in the organisation of the Program. The exclusion also applies to entities employing employees or associates of the Organizer, whose participation in the Program could lead to a conflict of interest.
4. Only entities indicated in §3 section 1, subject to sections 2 and 3 of the Terms and Conditions, may become Applicants, which meet all of the following conditions:
  - a) have submitted the Application by filling in the application form in an electronic version, within the deadline provided by the Organizer and have filled in all required fields of the application form;
  - b) have accepted the Terms and Conditions.
5. The Applicant will receive a confirmation of a correctly submitted Application via e-mail to the address provided in the Application.

#### §4. Duration

1. The recruitment for applications starts on 20 March 2025, which is the first day of submitting Applications, and lasts until 7 May 2025, which is the last day of submitting Applications.
2. The deadline for submitting Applications may be extended. Extension of the deadline does not require a change in the Terms and Conditions. The Organiser will publish information about the extension of the deadline on the Program website.
3. Applications submitted after the deadline will not be considered.

#### §5. Evaluation

1. The Application evaluation will be carried out in the following Stages:
  - a) Stage 0 – **Formal assessment**. At this stage, the Application is verified in terms of meeting the formal criteria set out in §5 section 2, letter a). Applications that do not meet the formal requirements will be rejected. Applications that meet the formal criteria will be forwarded to the next stage.
  - b) Stage 1 - **Substantive evaluation**. At this stage, the substantive evaluation takes place on the basis of the substantive criteria specified in §5 section 2, letter b). Selected Applicants will be sent detailed questions about their Solutions in order to better understand the submitted Applications. As a result of the evaluation, a ranking list will be created with the Applications that will receive the highest number of points and move on to the next stage.
  - c) Stage 2 – **Pitching contest**. Selected Applicants will be invited to a pitching contest during which they will present their Solution (online or stationary in Warsaw, if possible) and answer questions from the Expert Committee. Applicants invited to this stage will be informed about the date and exact location of the pitching contest no later than 10 working days before the scheduled date.
  - d) Stage 3 – **Expert panel**. On the basis of the presentations made in Stage 2, the Expert Committee evaluates the Applicants in particular in terms of the previously established criteria and recommends selected Applicants for an invitation to cooperate under the IPA. The final decision to invite the Applicants to further talks regarding cooperation under the IPA belongs to the Organizer.
2. Applications will be evaluated taking into account formal and substantive criteria:
  - a) In terms of **formality**, it is necessary to meet all of the following criteria:
    - **Completeness and correctness of the application**: assessment of its correctness and completeness.
    - **Assigning the Solution** to at least one of the following areas: cleantech, technologies in construction (contech), AI in construction, robotization and automation, green energy, occupational health and safety.
    - **Applicant's organization**: meeting the requirements regarding the status of the enterprise, legal form and age of the company specified in § 3 section 1 letters a) and b).
    - **Development stage of the Solution**: it is at least Technology Readiness Level 4 (TRL 4), which means that its key components have been tested in laboratory conditions or in an environment simulating a real application.
  - b) The evaluation of the Application in terms of **its merits** will be made by an analytical team appointed by the Organizer, subjectively, based on the best knowledge of the team members, in relation to their own professional experience and forecasts, as well as on the basis of the following criteria:
    - **Significance of the challenge for Budimex**: the importance of the problem or market opportunity that the applicant undertakes (from 0 to 5 points);

- **Impact on Budimex's profit:** potential financial benefits, savings and additional revenues expressed in PLN (from 0 to 5 points);
  - **Solution Readiness:** the stage of development at which the solution proposed in the Application is located (from 0 to 5 points);
  - **Budimex's contribution to the cooperation:** the amount of work and resources required to develop and implement the Solution (from 0 to 5 points);
  - **Business potential for Budimex:** the possibility of implementing the solution in the operational activities of the Budimex Group (from 0 to 5 points);
  - **Market availability for Budimex:** ease of acquiring internal or external customers for a given solution (from 0 to 5 points);
  - **Team specialization:** individual competence and experience of team members in the implementation of similar projects in technical and process terms (from 0 to 5 points);
  - **Team experience:** degree of professional knowledge and previous cooperation of team members (from 0 to 5 points).
3. An applicant whose Application is rejected for formal reasons or evaluated negatively as part of the substantive evaluation will be informed about it via e-mail to the address provided in the Application. The applicant is not entitled to appeal against the decision in this respect. The Organizer is not obliged to provide a justification for the decision.
  4. The Organiser has the right to exclude from the Program an Applicant who, according to the information obtained, violates the provisions of the Terms and Conditions, acts unlawfully or has provided information inconsistent with the factual or legal status. The Organiser has this right at every stage, starting from the moment of submitting the Application to the Program.

## **§6. The course of the Individual Acceleration Program**

1. After the end of the recruitment, the terms and conditions of business cooperation under the Individual Acceleration Program will be individually regulated under the Acceleration Agreement concluded between the Organizer and the Applicant invited to IPA. The Acceleration Agreement should specify among other things: a timeline that takes into account milestones and budget.
2. The applicant under IPA may be provided with support:
  - i.e. covering part of the IPA-related expenses;
  - industry experts;
  - business experts;
  - real-world testing;
  - in a pilot implementation in real-world conditions.
3. The scope of support is each time analysed and agreed individually and depends on, among other thing, the specificity of the Solution, the stage of development, and the demand of the Organiser.
4. IPA will be carried out in accordance with the internal process of implementation of the Organizer's innovative projects.

## **§7. Intellectual property rights**

1. The Applicant represents and guarantees that the Application, both in its entirety and each of its elements, does not infringe the rights of third parties, including the right to image protection, proprietary and moral copyrights, rights resulting from inventions, utility models, industrial designs, trademarks, geographical indications and integrated circuit topography.
2. Submission of the Application is tantamount to granting permission to use the materials presented therein for the purpose of evaluating the Application under the Program and preparing for talks on the possible conclusion of the Acceleration Agreement, including their reproduction (in any form)

and making them available within the organisation of the Organiser and the Operator. The Operator and the Organiser are not obliged to return the materials sent by the Applicant to the Applicant. The materials sent by the Applicant will not be published in the mass media, including the Internet, except for the trademark, logotype or other designation identifying the Applicant (word, figurative or word and figurative).

3. Submission of the Application by the Applicant and presentation of the Solution by the Applicant will not result in the transfer of any rights to the Solution, in particular intellectual property rights, to the Organiser or the Operator.
4. The Applicant acknowledges that the Organizer, both independently and in cooperation with third parties, conducts activities that may result in solutions similar to those described in its Application. Therefore, nothing in these Terms and Conditions may be construed as an obligation of the Organizer to cease conducting research, development or other activities that may result in solutions similar to those presented in the Application.

### **§8. Personal data protection**

1. The applicant undertakes to provide the team whose data has been included in the attached materials with the following information clause:
  - "1) The controller of your personal data is Budimex S.A. with its registered office in Warsaw (01204) at 9 Siedmiogrodzka Street (the "**Controller**"). The Data Controller can be contacted by phone at +48 22 623 60 00 or in writing at the address of the Controller's registered office.
  - 2) The Administrator has appointed a data protection officer, who can be contacted via e-mail dane.osobowe@budimex.pl in any matter related to the processing of your personal data.
  - 3) Your data will be processed for the purpose of:
    - a) recruitment for the "Budimex Acceleration Program" ("**Program**") – the legal basis for the processing is the legitimate interest of the Administrator consisting in the selection of product, service or process solutions that may be used in the areas of innovation identified by the Administrator (Article 6(1)(f) of the GDPR);
    - b) communication related to the course of the Program – the legal basis for the processing is the legitimate interest of the controller, consisting in conducting communication with the Program participants (Article 6(1)(f) of the GDPR);
    - c) determination or pursuit of possible claims or defence against such claims by the Controller – the legal basis for data processing is the legitimate interest of the Controller consisting in defending its economic interests (Article 6(1)(f) of the GDPR).
  - 4) Your personal data will be transferred to entities providing services to the Administrator, including in particular IT service providers.
  - 5) Your personal data will be processed for the period of:
    - a) to the extent that the legal basis for the processing is a legitimate interest, the data will be processed for the duration of the legitimate interest of the Administrator, unless you object to the processing;
    - b) the period of personal data processing may be extended each time by the period of limitation of claims, if the processing of personal data is necessary to pursue possible claims or defend against such claims by the Administrator.
  - 6) You have the right to: access the content of your data and request their rectification, deletion, restriction of processing, the right to transfer personal data.
  - 7) Your personal data will not be subject to automated decision-making or profiling. You have the right to object to the processing.
  - 8) You have the right to lodge a complaint with a supervisory authority dealing with the protection of personal data in the Member State of your habitual residence, place of work or place of the

alleged infringement. In Poland, the competent authority is the President of the Office for Personal Data Protection.

- 9) Providing personal data is voluntary, but necessary to participate in the Program. Without providing data, participation in the Program is not possible."
2. The Administrator reserves the right to request confirmation from the Applicant that the information obligation towards the team members has been duly performed.

### **§9. Final provisions**

1. If it is necessary to amend the Terms and Conditions, the current content of the Terms and Conditions along with the date from which the amendment applies will be published on the website [bap.budimex.pl](http://bap.budimex.pl), and the Applicants will be informed by e-mail about the changes to the Terms and Conditions along with their new content and effective date. In the event of non-acceptance of the new content of the Terms and Conditions, before their entry into force, the Applicant should withdraw their Application by sending a message to the address [innowacje@budimex.pl](mailto:innowacje@budimex.pl); otherwise, it is considered that the Applicant has accepted the new content of the Terms and Conditions.
2. The organizer reserves the right to cancel the recruitment without giving a reason. In this case, the Applicant has no right of appeal or any claims. The Organiser will inform about the cancellation of the Programme on the website and via e-mail sent to the Applicants to the addresses indicated in the Application.
3. These Terms and Conditions have been drawn up in Polish and English. In the event of any discrepancies between the language versions, the Polish version shall prevail.
4. In matters not regulated by these Terms and Conditions, the provisions resulting from the relevant acts of Polish law shall apply.
5. These Terms and Conditions shall enter into force on the date of publication.