

TERMS AND CONDITIONS

for the application procedure of the InnVento Startup Centre of Polskie Górnictwo Naftowe i Gazownictwo S.A.

Warsaw, 12th April 2020

The InnVento Startup Center (hereafter: InnVento) is operated by Polskie Górnictwo Naftowe i Gazownictwo S.A. with its registered office in Warsaw (01-224), at ul. Marcina Kasprzaka 25, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register (KRS), with the KRS number: 0000059492, tax ID (NIP): 525-000-80-28, with a share capital of PLN 5,778,314,857.00, paid in full (hereafter: “PGNiG”)

InnVento is an initiative established to develop innovative ideas in the energy sector. InnVento focuses on searching for new technical or technology solutions to be implemented within the area of PGNiG's interest. These Terms & Conditions apply to the procedure of application submission and evaluation for innovative solutions.

These Terms & Conditions do not constitute a public promise of a reward, a basis for conducting a competition or an invitation to tender within the meaning of public or non-public procurement procedures, and any decisions on acceptance or rejection of a submitted proposal, as well as on the proposed path for establishing cooperation with PGNiG, shall depend on arrangements made by interested parties under a dedicated agreement to be executed in writing.

§ 1

[Scope]

1. The scope of these Terms & Conditions includes:
 - a. indication of the topical areas for which applications will be considered in accordance with these Terms & Conditions;
 - b. requirements concerning the application;
 - c. application method;
 - d. communication procedure related to the application;
 - e. principles for the presentation of solutions (Pitch Day);
 - f. confidentiality.
2. PGNiG reserves the right to discontinue the activities indicated in these Terms & Conditions at any point, without giving reasons.
3. The capitalised terms used in these Terms & Conditions shall have the following meaning:

- a. Pitch Day – a meeting held between the Applicant and the designated representatives of PGNiG to present the Solution, and specifically the potential benefits from the development and implementation of the Solution in the PGNiG’s area of interest.
- b. Solution – the method of achieving a specific new or significantly improved result in the topical areas referred to in § 2, through the use of things or processes, and specifically based on a new device, substance, procedure or tool.
- c. Applicant – a natural person, a legal person or an entity without legal personality which has legal capacity by virtue of law, submitting a Solution. Whenever a reference is made in these Terms & Conditions to an “Applicant”, this term shall be construed as applying, *mutatis mutandis*, to each of the Applicants submitting a joint application.

§ 2

[Topical Areas]

1. Within the framework of the rules set out in these Terms & Conditions, Solutions from the following areas may be submitted:
 - a. natural gas production technologies;
 - b. new products and services for PGNiG's end customers;
 - c. new materials in the natural gas value chain;
 - d. distributed generation;
 - e. digital technologies in the natural gas value chain, including Big Data, robotics and artificial intelligence;
 - f. new energy sources, including hydrogen;
 - g. innovations in the use of natural gas;
 - h. environmental protection in the energy sector;
 - i. energy efficiency;
 - j. Coal-Bed Methane (CBM) extraction.
2. An application concerning Solutions related to other areas shall not be accepted for further consideration. However, they may – subject to the Applicant's prior consent – be referred to separate application evaluation procedures conducted at PGNiG.

§ 3

[Application requirements]

1. Solutions may be submitted by entities engaged in business activity or persons that are not engaged in such activity.

2. In each case, as a precondition to the application, the Applicant shall be required to have the right make such an application, i.e. specifically the right to disclose details of the Solution and to make use of the same as well as its description, drawings or the design of a specific device.
3. When submitting the Application, the Applicant shall confirm, by ticking an appropriate box under the application form available on the website www.innvento.pl, that the Applicant has the right to make public and make use of the information and documents provided to representatives of PGNiG S.A. in connection with the application, and shall confirm that the provision of information or documents in connection with the application for the Solution does not constitute an infringement of any third party rights, and in the event of any third party claims resulting from such application or further cooperation with PGNiG S.A. or the PGNiG Group companies, the Applicant undertakes to indemnify PGNiG S.A. for any damage incurred by the latter and resulting from such claims.

§ 4

[Submission of the Application]

1. The Application for a Solution should be made by completing and submitting the form available on the website www.innvento.pl
2. The Application for a Solution shall be free of charge and the admission of Projects shall be open and ongoing. Neither the Applicant nor any third party shall be entitled to any claim against PGNiG, in particular any property claim.
3. In order to submit an Application for a solution, the Applicant shall be required to:
 - a. correctly complete the form available on the website www.innvento.pl
 - b. confirm that the Applicant has reviewed and accepts these Terms & Conditions.
4. The person who submits the Application shall be required to provide truthful, accurate and current data, which shall be neither misleading nor violate any third party rights.
5. PGNiG shall review the Applications, taking into account in particular the following criteria:
 - a. innovativeness of the Solution;
 - b. benefits for PGNiG resulting from potential cooperation;
 - c. costs of implementing the Solution;
 - d. technological, economic and legal options and constraints as regards the implementation of the Solution;
 - e. compliance with PGNiG's objectives and business interest.
6. The order of the criteria indicated in paragraph 5 of these Terms & Conditions does not reflect their respective priority.

§ 5

[Communication after the Application submission]

1. PGNiG shall review the applications within 60 (sixty) days.
2. Unless these Terms & Conditions explicitly refer to the submission of a document in writing, any exchange of information and documents between the Applicant and PGNiG shall take place via e-mail to be sent, as appropriate, to PGNiG to the address indicated herein, and to the Applicant to the address indicated in the application form.
3. Following the review referred to in paragraph 1 above, PGNiG shall inform the Applicant, as appropriate, about:
 - a. the need to supplement the Application, within the indicated time limit or to provide clarifications or information required to take the decision as to the intention to invite the Applicant to the Pitch Day, or on the lack of interest in the Solution;
 - b. the invitation of the Applicant to the Pitch Day;
 - c. the conclusion of the procedure and lack of interest in the Solution.

If PGNiG decides to invite the Applicant to the Pitch Day, the Applicant shall be informed of the planned date of the nearest Pitch Day. If it is not possible for the Applicant to participate on the indicated date, the Applicant shall be invited to another Pitch Day. If the Applicant is unable to participate on two proposed dates, PGNiG may terminate the procedure without taking further actions involving the Applicant.

4. The Pitch Day shall take place in Warsaw, at a location indicated by PGNiG.
5. In case of no interest in the Solution, the related Application shall be removed from any digital media and hardcopy documents shall be destroyed within 30 (thirty) days of the date on which the Applicant was informed about the lack of interest in the Solution.
6. The Solution shall be subject to evaluation carried out by PGNiG employees or external experts acting on behalf of PGNiG. During the evaluation, an initial assessment is made as to the potential benefits from the application of the Solution in the area of PGNiG's interest. A positive evaluation of the Solution shall not give rise to any claims on the part of the Applicants for conclusion of a cooperation agreement with PGNiG.

§ 6

[Presentation of Solutions – Pitch Day and follow-up]

1. The presentation of the Solution during the Pitch Day shall take form of an oral presentation by the Applicant who may use multimedia, documents or a prototype of a technical Solution. The choice of the presentation method should be agreed in advance with PGNiG.
2. PGNiG shall provide a presentation space, computer and projector. Any additional specialist technical equipment (e.g. equipment for presentation in the VR environment) dedicated for the presented Solution shall be provided by the Applicant.

3. The Applicant shall indicate in advance the number of people taking part in the Pitch Day. On the part of PGNiG, the presentation may be attended by persons employed by PGNiG or experts invited by PGNiG to assess the potential benefits from the implementation of the Solution.
4. After the presentation of the Solution, PGNiG shall allowed some time to questions.
5. The Applicant shall not be entitled to remuneration or reimbursement of the incurred costs in consideration for the preparation and submission of the Application, including its presentation during the Pitch Day.
6. The presentation may be subject to audio and video recording.
7. Within 30 (thirty) days of the Pitch Day, PGNiG shall advise the Applicant on the proposed next steps concerning possible cooperation in connection with the Solution, or on the lack of interest in the Solution.
8. The participation in the Pitch Day, as well as a positive evaluation of the Solution at any stage, shall not constitute the basis for any claims to conclude a contract, in particular regarding the development, purchase or implementation of the Solution.

§ 7

[Personal data protection]

1. The rules of personal data processing in connection with the InnVento application procedure are set out in the information clause incorporated into the application form published on the website www.innvento.pl.
2. Furthermore, PGNiG informs that the personal data provided by the Applicant may be disclosed to authorised external experts.

§ 8

[Confidentiality]

1. Subject to the conditions expressly set forth in these Terms & Conditions, PGNiG shall keep confidential the information obtained in connection with the submission of the Solution and its presentation at the Pitch Day.
2. PGNiG shall ensure that the persons involved in the application acceptance and evaluation of the Solution, and taking part in the Pitch Day, are bound by a confidentiality obligation at least to the extent set out in these Terms & Conditions.
3. The confidentiality obligation does not cover cases of authorized requests for information or documents from national administration authorities or common courts.
4. Without additional consent of the Applicant, materials and information related to the Solution may be disclosed to PGNiG employees, employees of the PGNiG Group companies and experts invited by PGNiG to evaluate the Solution.

5. The disclosure of information on the Solution shall not result in the acquisition by PGNiG or the PGNiG Group companies of any rights to the Solution, and any cooperation with the Applicant in the scope of development or implementation of the Solution shall be based solely on a dedicated agreement to be executed in writing.

§ 9

[Final provisions]

1. All correspondence to PGNiG related to the Solution application procedure and participation in the Pitch Day should be addressed, as appropriate:
 - a. if by email – to the address of InnVento: innvento@pgnig.pl
 - b. if by mail – to: Polskie Górnictwo Naftowe i Gazownictwo S.A. ul. M. Kasprzaka 25, 01-224 Warszawa, c/o “InnVento”.
2. The name InnVento, graphic elements, including the logo, software and content placed on the InnVento website belong to PGNiG and are subject to legal protection.
3. These Terms & Conditions shall be governed by the laws of the Republic of Poland.
4. These Terms & Conditions are effective as of the date of their publication on the InnVento website.