

[MODEL]
AGREEMENT
ABOUT SETTING UP A PURCHASING GROUP¹

of

concluded in Łódź by and between:

1.
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represented by:
2.
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represented by:
3.
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represented by:
4.
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represented by:
5.
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represented by:
6.
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represented by:

each of the entities shall be hereinafter referred to as **the Beneficiary** and jointly referred to as **Beneficiaries** or **Startups**.

Preamble

1. The entities concluding this agreement take part in the “S5 – 5G Technology Accelerator” Programme organized by Łódzka Specjalna Strefa Ekonomiczna S.A. [Łódź Special Economic Zone Joint Stock Company] in Łódź consisting of two stages – incubation (stage I) and acceleration (stage II). The projects submitted by the Startups were selected for implementation under the Programme, therefore each of the entities concluding this agreement as the Beneficiary concluded with Łódzka Specjalna Strefa

¹ The primary language of the agreement is the Polish Language. The interpretation of all terms used in the agreement will be made according to the rules of the Polish language. Any translations of this agreement into other languages are only of an auxiliary nature, and the version prepared in the Polish language will in all cases have priority over other versions.

Ekonomiczna S.A. (hereinafter referred to as the ŁSSE) in Łódź an acceleration contract (hereinafter referred to as the Acceleration Contract).

2. Within the framework of co-financing granted on the basis of the above mentioned contract, each of the Beneficiaries received financial support for training services of 5G technology knowledge transfer (hereinafter referred to as Training Services or Knowledge Transfer).
3. Knowledge Transfer is crucial at every stage of the Programme:
 - at the incubation stage it allows to build technological advantages, which can then be used when the Startups submit their project for participation in the acceleration stage;
 - at the acceleration stage the high quality of knowledge transfer services will enable an in-depth verification of the created solution and its development in a way that allows for test implementation and increases the probability of its subsequent commercialization.
4. In order for the Knowledge Transfer to contribute to the actual development of the Beneficiaries' projects, it must cover both technological and business aspects related to the 5G technology, the aim of which is to stimulate the Startups' activity in the area of product concept development, taking advantage of the opportunities provided by the 5G technology in relation to B2B challenges or creating new business models. In particular, Knowledge Transfer should be based on:
 - during the incubation stage – individualization of knowledge transfer due to the features of the solution created by the Beneficiaries and the current level of technological advancement of a given Startup;
 - during the acceleration stage – an analysis of the created solution in terms of how the 5G technology can be used.
5. Due to the fact that entities providing services related to 5G technology knowledge transfer have a very diverse offer both in terms of price and quality, an independent purchase of knowledge transfer services by individual Beneficiaries may lead to unjustified diversification of the quality of training services provided. The market of 5G technology knowledge transfer services is a new market, which may cause difficulties in an individual assessment by the Beneficiaries of the quality of offered services, which may ultimately result in a choice not adjusted to the acceleration processes and assumptions of the Programme causing unjustified differences in the quality of knowledge transfer services provided to individual Startups.
6. By making an effort to meet the described risks, the Beneficiaries decided to jointly select one entity to provide services to all the Startups, depending on the individual needs of each Startup. Therefore, the Beneficiaries decided to conclude this agreement.

§ 1

1. The subject of the agreement is the establishment by the Beneficiaries of a purchasing group (hereinafter referred to as the Startup Group).
2. The objective of the Startup Group is joint cooperation aimed at granting Łódzka Specjalna Strefa Ekonomiczna S.A. in Łódź the authorization to select one entity providing training services of 5G technology knowledge transfer (hereinafter referred to as the Selected Entity) to all the Beneficiaries.

§ 2

In the performance of the obligation specified in § 1 section 2, the Beneficiaries hereby authorize Łódzka Specjalna Strefa Ekonomiczna S.A. with its registered office in Łódź, ul. ks. bp. Wincentego Tymienieckiego 22G, 90-349 Łódź, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS No 0000014128, to prepare and conduct, on behalf of and for the Contracting Entity, i.e. the Startup Group, a procedure provided

for by law aimed at selecting one entity to provide training services of 5G technology knowledge transfer to all the Beneficiaries (hereinafter referred to as the Procedure).

§ 3

Upon completion of the Procedure pursuant to section 5 item 15 of the Acceleration Contract, each of the Beneficiaries shall conclude a separate contract for the provision of training services with the Selected Entity.

§ 4

The Beneficiaries jointly agree that this agreement does not impose any obligation on any Beneficiary to bear any costs of carrying out the Procedure, including fixed costs, the costs of the Procedure directly carried out or the costs of preparing the Procedure, or any costs of external services provided as part of ancillary purchasing activities.

§ 5

The Startup Group is established at the moment of signing this agreement by the last Beneficiary until the end of the Procedure, i.e. until the entity providing training services is selected or it is stated that after the Procedure the entity providing training services was not selected.

§ 6

1. None of the Beneficiaries shall be entitled to terminate this agreement before the end of the Procedure.
2. Subject to section 3, this agreement shall not permit assignment or modification of the parties hereto.
3. If any of the Beneficiaries terminates the Acceleration Contract (regardless of the reason for the termination), this agreement shall expire with respect to that Beneficiary and shall continue to apply between the other Beneficiaries.

§ 7

The Beneficiaries shall not to take any action which impedes or prevents the implementation of this agreement, including any action contrary to or competing with that taken by ŁSSE with the intention of carrying out the Procedure.

§ 8

The Beneficiaries shall keep confidential all information received from each other and ŁSSE related to the preparation and conduct of the Procedure.

§ 9

1. The Beneficiaries hereby inform that they are each other's controllers of the personal data of the persons entitled to represent the other Beneficiaries and of the employees of the other Beneficiaries, given in connection with the signing and implementation of this agreement.
2. Each of the Beneficiaries shall process the personal data of the persons representing and of the employees of the other Beneficiaries in order to implement the agreement. The legal basis for the processing of personal data is Article 6(1)(b) of the GDPR, i.e. processing is necessary for the

performance of a contract and remaining in contact due to its performance. The provision of personal data is voluntary, but necessary for the conclusion of the agreement.

3. Personal data will be processed for the term of the agreement and, after its termination, for the period of time resulting from the applicable law or until the statute of limitations for claims.
4. The recipients of personal data will be: ŁSSE as well as external entities providing and supporting the IT systems of a given Startup, providing services related to the current operations of a given Beneficiary – under relevant contracts entrusting the processing of personal data and ensuring that the aforementioned entities apply adequate technical and organizational measures ensuring data protection.
5. Every data subject has the right of access to his or her data and the right to rectify, erase, restrict or oppose their processing, to the extent provided for by law.
6. In the event of doubts regarding the processing of personal data, each person may request information from a given Beneficiary. Notwithstanding the foregoing, every person has the right to lodge a complaint with the supervisory authority – the President of the Office for Personal Data Protection.
7. The Beneficiaries shall communicate the information referred to in sections 1-6 above to the representatives and employees of the Beneficiary whose data were transferred to the remaining Beneficiaries.

§ 10

1. The agreement was drawn up in two counterparts, which will be kept at the registered office of ŁSSE. Each of the Beneficiaries may, after the conclusion of the Agreement, i.e. after the last Beneficiary has signed the Agreement, receive a certified true copy of the Agreement.
2. Any amendments to this agreement shall be made in writing in the form of an annex on pain of nullity.
3. The provisions of the Civil Code and other generally applicable laws shall apply to any matters not provided for in this agreement.
4. Any and all disputes arising in connection with and out of this agreement shall be settled by a competent common court in Łódź.

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