

**REGULATIONS
of the Żabka Future Lab Program**

§ General provisions

- 1) The organizer of the Żabka Future Lab Program is HUGE THING Limited Liability Company with its registered office in Poznań at ul. Św. Marcin 11 Poznań, entered into the Register of Entrepreneurs maintained by the District Court in Poznań – Nowe Miasto and Wilda, VIII Commercial Department of the National Court Register under the number KRS 0000411691, NIP 9721238305, REGON 302055042, hereinafter referred to as the Organizer.
- 2) Whenever these Regulations mention:
 - a) Program – should be understood as the Żabka Future Lab Program designed for innovative business projects at an early stage of their development, aimed at helping participant test the solution, verify business model and check the possibility of cooperation with a program partner, working with Project Participants as part of mentoring support as well as exchange of experiences,
 - b) Partner – should be understood as Żabka Polska,
 - c) Project – should be understood as an innovative business project at least at the prototype stage ready for business or technical validation.
 - d) Applicant - should be understood as a start-up company or a team submitting the application to the Program.
 - e) Participant – should be understood as a start-up companies or teams being the creators or co-creators of the Project, qualified for the testing part of the Program, participating in the testing part of the Program at the invitation of the Organizer and the Partner,
 - f) Mentor –should be understood as an expert who, at the invitation of the Organizer, conducts individual meetings with Program Participants and offers advisory support for Projects during the Program,
- 3) Regulations – should be understood as these Regulations of the Program.

§ 2. Organizational assumptions

- 1) The goal of Żabka Future Lab Program is to recruit, select and test the solutions created by start-up companies or teams, verify business model and check the possibility of cooperation with a program Partner, working with Project Participants as part of mentoring support as well as to exchange experiences.

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

- 2) The maximum number of Program's participants is 15.
- 3) Żabka Future Lab Program consists of the following stages:
 - a) Recruitment and projects' selection phase
 - b) Testing phase.
- 4) The recruitment and selection phase of the Program will be carried out from 16.12.2021 - 16.01.2022.
- 5) The testing part of the Program will be carried out from 31.01.2022 - 21.02.2022 The Organizer will directly inform the Participants about the schedule of the Program in electronic form.
- 6) Projects selected by the Organizer and Partner as part of the recruitment process for the Program will be invited to participate in the Program.

§ 3. Recruitment for the Program

- 1) The Program is aimed at start-up companies and teams that:
 - a) have a description of the prototype or MVP of the product,
 - b) have a defined group of clients that coincides with Zabka's stakeholders
 - c) is ready to prove technical and business hypotheses
 - d) whose solution has the potential to be used on the market but does not necessarily is present on the market.
 - e) use modern technologies, including in the fields of:
 - i) Commerce
 - (1) Subscriptions for Recurring Revenue
 - (2) Payment Solutions
 - (3) Virtual Assistant
 - (4) Last Mile Storage
 - (5) Age Detection
 - ii) Sustainability
 - (1) Preventing Food Waste
 - (2) Decarbonization, including energy efficiency, refrigeration (e.g. Innovative solution helping to capture GHG emissions from air to produce dry ice for logistics & transport operations
 - (3) Circularity
 - iii) Foodtech
 - (1) Good Nutrition
 - (2) Non-alcoholic beverages
 - (3) Plant-Based food
 - (4) Functional Food
 - iv) Retail Automation
 - (1) Marketing Automation
 - (2) Logistics Automation
 - (3) Store Operations Automation
 - (4) Store Security Automation

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

- v) Future of shopping
- 2) Applications to the Program can be submitted within the period from 16.12.2021 - 16.01.2022. The organizer reserves the right to end the call for applications earlier if the number of places in the program is filled. Applications must be submitted in an electronic form, via dedicated form available on the website <https://hugething.vc/zabka-future-lab-form>. Project submissions can be made by individual persons or teams.
- 3) As part of the submission, the applying person or team is required to read the Regulations and make the following
 - a) statements:
 - i) regarding acceptance of the Regulations,
 - ii) regarding consent to the Organizer's processing of the Applicant's personal data for the purpose and in scope necessary to participate in the Program,
 - iii) regarding acknowledgement of the declaration on the information obligation in accordance with the 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,
 - iv) regarding consent to the processing of personal data – the image recorded during the Program for the purpose of promoting the Program and building a positive image of the Organizer and Partner in public and in the media.
- 4) Recruitment and selection phase for the Program will include the following stages:
 - i) initial assessment of the Projects,
 - ii) selecting Projects for the Program.
- 5) As a part of the first stage, an initial assessment of Projects will take place. A submission should meet the conditions specified by the Organizer above. As a result of the recruitment the Organizer will select final Participants.
- 6) Selections will be made on a rolling basis until 15 startups are selected for the Program. The Organizer has a right to close the enrollment process before 16.01.2022.
- 7) Decisions regarding the qualification or rejection of the Project for further recruitment stage or participation in the Program are final and are not subject to further verification. The Organizer's and Partner's decisions made as part of recruitment to the Program do not require justification.
- 8) Participants may resign from participation in the Program, but no later than by 26.01.2022. Resignations should be submitted electronically to the Organizer's e-mail address: hello@hugething.vc

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@hugething.vc
www.hugething.vc

- 9) In the case of:
- a) not taking part in the Program by the Participant despite the lack of prior resignation,
 - b) the Participant's resignation from the Program or his exclusion pursuant to § 6 paragraph 3 of these Regulations,
- the Organizer reserves the right to invite another Applicant to take part in the Program.

§ 4. Rights and obligations of Participants in the Żabka Future Lab Program

1. Participation in the Program is free of charge, which applies to both payment in cash as well as all forms of share in profit that the Project can generate or share in rights to the Project.
2. During the Program, each Participant is entitled to:
 - a. testing their solution in accordance with the agreed individual plan,
 - b. use consulting knowledge of Mentors within the scope offered by the Organizer.
3. Participants acknowledge that the Organizer does not provide them with accommodation, meals, medical care or personal computers during the Program. Participants are obliged to organize the above-mentioned services on their own.
4. Each Participant is obliged to:
 - a. keep confidential all information obtained in connection with participation in the Program, in regard to other Projects or confidential information made available by the Organizer and Partner, provided that their disclosure may violate the rights of other Program Participants, the Organizer or Partner; the Organizer and Partner may require, before the start testing phase of the Program, that the Participants sign confidentiality agreements under penalty of exclusion from the Program or its further part,
 - b. actively participate in preparation to the testing part, each Project should be represented by at least one Participant, who is part of the team of a given Project; the maximum number of participants actively taking part on behalf of one team should be limited to no more than 3 people;
 - c. comply with the provisions of these Regulations.
 - d. report quarterly to the operator on the progress of the startup – for 2 years from the end of the program. Reporting is done in the form of surveys sent by the operator at the end of each quarter.
- 5.

§ 5. Intellectual property

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

1. By accepting these Regulations, each of the Program Applicants and Participants ensures that the Project submitted by them (or with their participation) to the Program, both as a whole and each of its elements, does not infringe on the rights of third parties, including the right to image protection, personal and property copyrights, rights arising from inventions, utility models, industrial designs, trademarks, geographical indications and integrated circuit topography.
2. By submitting a Project to the Program, the Applicants Participant grants the Organizer and Partner, only for purposes related to the organisation and promotion of the Program, free of charge and for an unlimited amount of time, license to use all elements of the Project, including its logo, designation of the website or other designation identifying the given Project or its creators.
3. The Organizer, Partner, Mentors and other Program Participants are not entitled to the commercial use of the Project as a whole or as any part thereof without the prior written consent of the creators of a given Project.

§ 6. Responsibility

1. The Organizer declares that all materials and information provided to the Participants by the Organizer, Partner, their representatives or Mentors during the Program are purely educational. The Organizer and Partner are not liable for damage caused to Participants or third parties in connection with or as a result of the Participants using information, knowledge or skills acquired during the Program.
2. The Participant is solely responsible for any damages resulting from the Participant's intentional failure to comply with the legal provisions or the provisions of these Regulations, including damaged property entrusted for use during the testing part of the Program.
3. The Organizer has the right to exclude a Participant from the Program if:
 - a. The Participant does not comply with the provisions of these Regulations,
 - b. The Participant is under the influence of alcohol or intoxicants during classes,
 - c. The Participant's behavior otherwise violates good manners or principles of social coexistence.
4. The Organizer's decision to exclude the Participant from the Program is final and is not subject to further

§ 7. Complaints

1. Complaints related to the course of the Program should be submitted in writing or as an electronic message (e-mail). The complaint should include at least the first name, last name, e-mail address and exact address of the person submitting the complaint, as well as a description and reason for the complaint. Complaints can be submitted at:

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

- a. for complaints in writing: ul. Św. Marcin 11, 61-803 Poznań,
 - b. for complaints sent electronically: hello@huething.vc.
2. Complaints will be taken under consideration by the Organizer. The Participant will be informed about the effect of the complaint in writing (to the address provided in the complaint), within 14 (fourteen) days from the date of receipt of the complaint by the Organizer. The Organizer's decision regarding the complaint does not deprive the Participant of the right to pursue claims in court or in other ways provided by applicable laws.
3. All questions, comments or complaints regarding the Program should be directed to the Organizer at the following address: (in writing: ul. Św. Marcin 11, 61-803 Poznań, (electronically: hello@huething.vc.

§ 8. Processing of personal data

1. Personal Data of Program Applicants and Participants obtained in the recruitment process for the Program, including during any recruitment interviews as well as during participation in the Program, will be processed by both the Organizer and the Partner independently of each other. The Organizer and Partner will be separate Controllers of this Personal Data.
2. Information regarding data processing by the Organizer:
3. Controller of Data provided by the Participant is the Program Organizer – that is: Huge Thing sp. z o.o with headquarters in Poznań, ul. Św Marcin 11, entered into the Register of Entrepreneurs maintained by the Poznań District Court - Nowe Miasto and Wilda in Poznań, VIII Commercial Department of the National Court Register under the number KRS 0000411691, NIP 9721238305, REGON: 302055042. The Controller can be contacted via email at: hello@huething.vc, by phone at 61 671 01 71 or in writing: Huge Thing Sp. z o.o. 61-803 Poznań, at ul. Św. Marcin 1
4. We process the following Personal data of the Applicants and Participants:
 - a. data provided in the recruitment process to the Program, in particular in the recruitment form or during the recruitment interview,
 - b. data provided during the Program being carried out.
5. Data will be processed in order to:
 - a. organize, promote and carry out the Program,
 - b. conduct recruitment for the Program,
 - c. publish information about its participants on the website of the Program and the Controller,
 - d. allow the Controller to conduct informational activities about the Program, including in the media – also social media;
 - e. promote the Controller's activities,

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

- f. archive and accommodate accounting activities required by legal provisions,
 - g. conduct other activities specified with separately expressed consent.
6. The Controller processes the personal data provided to him based on:
- a. consent expressed by accepting the Regulations and sending the recruitment form for the Program or expressed by any other activities related to providing the Controller with data in connection with the Program;
 - b. a contract for the organization of the Żabka Future Lab Program and for receiving Support;
 - c. legitimate interest, which is:
 - d. enabling Participants to enlist in the Program and participate in it,
 - e. enabling the Program to be carried out;
 - f. publication of information about Participants;
 - g. archiving of documents.
 - h. additional consent, expressed by checking the appropriate checkboxes in the recruitment form, in order to:
 - i. conduct recruitment for other programs organized by the Controller in the future;
 - j. process the image recorded during the Program in order to promote the Program and build a positive image of the Controller in public and the media;
 - k. send marketing content and commercial information to the email address provided in the recruitment form regarding companies included in the SpeedUp Venture Capital Group, including events and projects promoted by these entities;
 - l. share data with companies from the SpeedUp Venture Capital Group, with headquarters in Poznań, for recruitment purposes for the programs or investment projects they organize.
7. Data recipients:
- a. data will be made available to the following categories of entities:
 - b. subcontractors – i.e. entities that we use for data processing, with which we have entered into a contract for the processing of personal data, e.g. our hosting service provider, entities providing IT support services for us, CRM data processing software supplier, subcontractors involved in the organization and carrying out of the Program;
 - c. data in the form of contact details may be provided to tutors and mentors operating under the Program in order to carry out the Program objectives by contacting Participants, e.g. remotely or online.
 - d. Program Partner – being a separate controller of this data;

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

- e. Vestbee Sp. z o.o. with headquarters at ul. Padevska 23/7, 00-077 Warsaw, Poland, which provides CRM software for processing data of Program Participants.
 - f. after giving additional consent, the data may be made available to:
 - g. companies that are part of the SpeedUp Venture Capital Group – as separate controllers of this data.
8. We inform that we will transfer your data outside the European Economic Area due to the fact that we use the Vestbee platform, provided by Vestbee sp. z o.o. with headquarters in Warsaw, Poland, which uses subcontractors from various treparts of the world. Thus, your data may be transferred to the United States of America (USA) or other countries outside the European Union. Vestbee sp. z o.o. guarantees a level of personal data protection required by law, by conducting data transfer based on the decision of the European Commission of 12 July 2016 stating an adequate level of data protection in relation to entities participating in the "Privacy Shield" program, or based on model contractual clauses.
9. Data storage period: until the completion of the Program, and after that time - for the period required by law and until the end of the limitation period for claims arising from the Program being carried out, or if a separate additional consent has been expressed - until the data is withdrawn or the objective of this consent is achieved;
10. You have the right to:
- a. access your data and receive a copy of it;
 - b. rectify (correct) your data if it is incorrect or outdated, as well as the right to delete it in the event that the processing of data is not carried out in order to fulfil the obligation arising from a legal provision or in the exercise of public authority;
 - c. restrict or object to data processing;
 - d. transfer the data;
 - e. withdraw the consent at any time - when we process data based on consent. It's important
 - f. to remember that: withdrawal of consent will not affect the lawfulness of the processing we have carried out on the basis of consent before its withdrawal.
 - g. lodge a complaint to the President of UODO (Personal Data Protection Office).
 - h. The above rights can be exercised by contacting us via email at: hello@huething.vc, by phone at 61 671 01 71 or in writing: Huge Thing Sp. z o.o. 61-803 Poznań, at ul. Św. Marcin 1
 - i. The data will not be subject to automated decision making, including profiling.
 - j. Providing personal data is voluntary, but necessary to enlist or participate in the Program.
 - k. Complaint to the supervisory body: In cases where it is considered that the processing of data violates the provisions of the GDPR, you have the right to lodge a complaint with the supervisory

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc

authority, both in Poland (to the President of the Personal Data Protection Office, helpline: 606 950 000) and in the EU Member State of your residence, workplace or alleged violation.

§ 9. Final provisions

1. In matters not covered by the Regulations, the generally applicable laws shall apply.

Headquarters address:

Huge Thing Sp. z o.o.
ul. św. Marcin 11
61-803 Poznań

hello@huething.vc
www.huething.vc