

## INNOENERGY'S REPRESENTATIVE AGREEMENT

THIS REPRESENTATIVE AGREEMENT (hereinafter: "**Agreement**") is hereby entered into, as from [ ] .2026 (the "**Effective Date**")

### BY AND BETWEEN:

(1) KIC InnoEnergy SE, a European company (*Societas Europaea*) incorporated and existing under the laws of the Netherlands, having its registered office at Kennispoort 6th floor, John F. Kennedylaan 2 (5612 AB) Eindhoven, the Netherlands and its office address at WTC Tower One, 10th floor, Zuidplein 84, 1077 XV Amsterdam, the Netherlands, registered with the trade register with the Dutch Chamber of Commerce under number 51418886 ("**InnoEnergy**");

and

(2) [Company], an institution governed by the laws of [country], having its registered office at [full address], registered with the [e.g. chamber of commerce of a specific country] under the number [number], in this matter duly represented by [name, surname], [position] (hereinafter referred to as "**you**");

**InnoEnergy** and you will hereinafter jointly be referred to as the "**Parties**" and each of us individually as "**Party**".

### WHEREAS:

- A. InnoEnergy has launched a Call for InnoEnergy Representative for 2026-2027 (the "**Call**") to build on synergies and developing strategic alliances in countries where InnoEnergy is not currently represented in the field of sustainable energy and to create a permanent structure (the "**InnoEnergy Representative**");
- B. Through this Call you made InnoEnergy an offer on the basis of which InnoEnergy selected you to provide certain services (the "**Services**") in order to build a network of InnoEnergy Representative to provide local services connecting energy innovation companies to InnoEnergy Ecosystem.
- C. The InnoEnergy Representative will be an interaction point between InnoEnergy and local actors and will serve as an entry point for interacting with local players, mobilising and internationalising the local networks and facilitating InnoEnergy efforts in fostering the Knowledge Triangle Integration;
- D. InnoEnergy aims at implementing the Regional Innovation Scheme ("**RIS**") defined by the European Institute of Innovation and Technology ("**EIT**") to engage with other companies, universities, labs and stakeholder organisations that could help or be helped by InnoEnergy;

- E. This Agreement describes the terms and conditions that apply when you provide the Services.

## Section 1. - Services and Performance of the Services

### Definition of Services

- 1.1 You must perform the Services and provide the Key Performance Indicators (“KPIs”) and the milestones (“Milestones”) that are specified in **Annex 1A**. All services, including KPIs and Milestones will be defined in the Agreement as the “**Services**”. To perform Services, you should take active steps during whole period of the Agreement. The Services should be provided accordingly to EIT RIS Representatives (Hubs) Minimum Standards and Guiding Principles (2023-2025) which are attached as **Annex 1B** to the Agreement. We will support you with guidelines, videoconferences, meetings (if possible), etc. regarding InnoEnergy’s current offer, procedures and implemented tools and methodology. You may provide KPIs from category: Go to Market (S\_1, S\_2, S\_3, S\_4), additionally from category: Others (O\_1). KPIs can be additionally provided from a territory of [country]
- 1.2. Furthermore, to assure the appropriate completion of the tasks above, you will perform the following supporting actions:
- provide and disseminate information to relevant persons in [country] regarding the aforementioned current InnoEnergy offer in relation to programs and services in the area of entrepreneurial support;
  - contact in an orderly manner investor, industry representatives and potential customers and actively promoting InnoEnergy portfolio and common investment opportunities;
  - actively support InnoEnergy in creating synergies with local and interregional sources of public funding;
  - appoint one person as **Representative Manager** as listed in **Annex 2** who shall be responsible for coordination, first contact and representation of InnoEnergy. You must obtain InnoEnergy prior written consent from InnoEnergy to appoint your candidate as Representative Manager. If InnoEnergy realizes that the Representative Manager does not carry out his/her obligations provided for in the Agreement or represents InnoEnergy improperly, and despite notification, he/she continues to perform services improperly InnoEnergy shall inform you in writing. You must appoint another person as Representative Manager, such new candidate also requiring the approval of InnoEnergy within one month following receipt of InnoEnergy’s notification. The Representative Manager will be listed as a contact point in the partnership organization and as such can also be included in all marketing and promotional materials;
  - appoint one person, as Representative Business Developer, who shall be the first contact and representation of InnoEnergy CEE Business development, therefore the promotion, and commercial development of InnoEnergy portfolio companies in the defined geographical territory. The Representative Business Developer shall have past experience in regards to customer & account management, market research within the energy sector, opportunity building, project management. The Representative Business Developer will be responsible for (1) the execution of sales-related activities of the Representative in the given ecosystem, (2) the communication with external parties (corporates, authorities, associations, etc.) in regards to InnoEnergy portfolio assets, projects and services, (3) his/her team’s strategic alignment with dedicated team members of InnoEnergy CE. The Representative Business Developer will be the

first line contact of the dedicated team members of InnoEnergy CE, with whom will work together on the strategic directions of their sales-related activities and report to on a monthly basis in form of videoconferences and further defined necessary documentation (e.g. Pipeline). The Representative Business Developer position can be combined with the role of Representative Manager. The Representative Business Developer position cannot be combined with the role of Communication Champion. If InnoEnergy realizes that the Representative Business Developer does not carry out his/her obligations provided for in the Agreement or represents InnoEnergy improperly, and despite notification, he/she continues to perform services improperly InnoEnergy shall inform you in writing. You must appoint another person as Representative Business Developer, such new candidate also requiring the approval of InnoEnergy within one month following receipt of InnoEnergy's notification;

- f. appoint a person as Communication Champion, who shall be responsible for all communication duties, as well as reporting to InnoEnergy, maintaining all marketing and communication obligations and supervising the positioning and promotion of InnoEnergy and its services.
- g. inform us about each change of persons appointed as the Representative Manager, the Representative Business Developer and the Communication Champion;
- h. brand InnoEnergy in a respectable manner, with a visible place in your office and during all events organized connected with performance of the Agreement. Additionally, the InnoEnergy Representative in your office shall be visible, accessible during normal business hours and branded with InnoEnergy brand name and logo as listed in **Annex 3**. Those materials shall be used by you while carrying out the Agreement and every update will be shared on the shared common drive space by InnoEnergy. You shall hold no property copyrights or other intellectual property rights towards the logo and other materials delivered by the InnoEnergy, regardless of the method and form they were used, apart from the possibility of using them within the scope necessary to carry out the provisions hereof,
- i. taking part in events indicated by InnoEnergy at least sixty days in advance of their date, in particular: large ecosystem events, stakeholder events, etc.,
- j. taking part in meetings indicated by InnoEnergy at least thirty days in advance of their date, in particular: meetings with major clients - Ministries, Partners, Companies etc.
- k. other services included in Annex 1B.

### Performance of the Services

- 1.3. You must perform the Services by exercising due skill, speed and care, at a level generally required of well reputed service providers that perform the same or similar services.
- 1.4. You are free to organize how you provide the Services as long as the Services meet the requirements set in this Agreement.
- 1.5. You must use personnel who possess the qualifications and experience necessary for the proper performance of the Services. If you mentioned specific personnel in your offer, we assume the Services are performed by such personnel. Should you want to involve other personnel, you must ask us whether we agree on that first.
- 1.6. You must report to us how you progress in the performance of the Services if we ask you to do so. We may ask you to report in a specific format.
- 1.7. We can accept or reject the Services that you provide to us. If we do not reject Services within 14 days after delivery, you may assume we accepted them.

- If we reject (part of) a Service because it does not meet what we agreed and it is possible for you to re-perform the rejected (part of the) Service properly, you must do so promptly and without additional costs for us.
- If we reject (part of) a Service and it is not possible for you to re-perform properly, that (part of a) Service is rescinded. We then also will not pay you for that (part of a) Service.

## Section 2. - Compensation, invoices and payment

- 2.1. In exchange for the proper performance of Services under this Agreement, you shall receive a total compensation ("**Compensation**") capped to a maximum of EUR 120,000 gross (one hundred twenty thousand Euro gross), which shall be paid by InnoEnergy within 30 (thirty) days upon delivery to InnoEnergy of a correct VAT invoice covering the payment, according to the schedule and terms in point 2.2 below.
- 2.2. The Compensation will be structured and conditioned as follows:
- a. Base Fee – EUR 20,000 (twenty thousand euro), paid as follows:
    - i. in amount of EUR 5,000 (five thousand euro) until 31 March 2026,
    - ii. in amount of EUR 2,500 (two thousand five hundred euro) after our approval of performance of the Milestones in a period from Effective Date to 30 June 2026 paid until 30 September 2026,
    - iii. in amount of EUR 5,000 (five thousand euro) after our approval of performance of the Milestones in a period from 1 July 2026 to 31 December 2026 paid until 31 March 2027,
    - iv. in amount of EUR 2,500 (two thousand five hundred euro) after our approval of performance of the Milestones in a period from 1 January 2027 to 30 June 2027 paid until 30 September 2027,
    - v. in amount of EUR 5,000 (five thousand euro) after our approval of performance of the Milestones in a period from 1 July 2027 to 31 December 2027 paid until 31 March 2028,
    - if you do not achieve the above-mentioned Milestones the indicated part of Base Fee will not be due;
  - b. Business Operation Base Fee – EUR 20,000 (twenty thousand euro), paid as follows:
    - i. in amount of EUR 5,000 (five thousand euro) until 31 March 2026,
    - ii. in amount of EUR 2,500 (two thousand five hundred euro) after our approval of performance of the Milestones in a period from Effective Date to 30 June 2026 paid until 30 September 2026,
    - iii. in amount of EUR 5,000 (five thousand euro) after our approval of performance of the Milestones in a period from 1 July 2026 to 31 December 2026 paid until 31 March 2027,
    - iv. in amount of EUR 2,500 (two thousand five hundred euro) after our approval of performance of the Milestones in a period from 1 January 2027 to 30 June 2027 paid until 30 September 2027,
    - v. in amount of EUR 5,000 (five thousand euro) after our approval of performance of the Milestones in a period from 1 July 2027 to 31 December 2027 paid until 31 March 2028,
    - if you do not achieve the above-mentioned Milestones the indicated part of Business Operation Base Fee will not be due;
  - c. success fee in the amount indicated in Annex 1 – as consequent installments after successfully achieving any of the KPI's as listed in **Annex 1**. Firstly, you must send to us the claim of achieved

KPI by email. InnoEnergy's approval shall be given by e-mail. Secondly you must invoice InnoEnergy for any consequent installment after approving the performance of the KPI.

2.3. We only pay this Compensation if you provide us with an invoice that mentions at least the below:

- a. your name and address;
- b. your VAT identification number;
- c. our name and address;
- d. our VAT identification number;
- e. the invoice number;
- f. the invoice date;
- g. the date on which the Services were provided;
- h. a brief description of the nature and type of Services supplied;
- i. the following data for every VAT tariff or exemption:
  - i. the price per piece or unit, including VAT;
  - ii. any reductions that are not included in the price;
  - iii. the VAT tariff that has been applied;
  - iv. the cost (the price excluding VAT);
  - v. in case of advance payment, the date of payment; and
  - vi. the amount of VAT;
- j. PO number for 2026: PO26-000 [redacted] (PO number for 2027 will be created in 2027).

2.4. We pay invoices that meet the above criteria within 30 days following receipt.

2.5. However, if you do not (properly) fulfil your obligations under the Agreement, we may suspend payment. If we do so, we will notify you thereof.

2.6. We also may set-off amounts that we owe you under this Agreement with amounts that you owe us under this Agreement or another agreement we have with you.

2.7. The Parties hereto agree that the Compensation defined above shall be in the flat-rate form; thus, InnoEnergy will not pay you any other amounts, including without limitations as reimbursement of any costs and expenses incurred you in connection with the performance hereof.

### Section 3. - Progress and Evaluation

3.1. You will prepare a reporting review every 3 months from the entrance into effect of this Agreement, and every year final annual report summarizing all quartile reports and submit it to us on e-mail: [piotr.pawelec@innoenergy.com](mailto:piotr.pawelec@innoenergy.com) and [redacted]. The report will include the list of services performed in the given period of time, including:

- (i) A description of main activities, events, programmes, meetings providing statistics on participants and relevant data (dates of performed activities and time devoted to performing the actions).
- (ii) Indicate main events, activities and outcomes such as local projects, crucial meetings with stakeholders, created synergies, etc. List main involved national and regional stakeholders and entities involved.

The list shall be delivered in a soft copy, in the form of a single file in the form of the specimen report indicated by us.

#### Section 4. - Representations of the Parties

- 4.1. You represent and warrant that you have appropriate staff and organizational resources to perform the Agreement with the level of care required of a professional.
- 4.2. You undertake to provide the services covered by the Agreement ensuring a proper professional level of care and diligence, and acting in the best interest of InnoEnergy, in order to perform the Agreement on the best available terms. You are required to be loyal to InnoEnergy and to act exclusively in the interests of InnoEnergy when performing this Agreement.
- 4.3. You represent and warrant that the execution and performance of this Agreement do not breach any other agreement or obligation binding on you.
- 4.4. InnoEnergy represents and warrants that it has appropriate financial resources necessary to finance the Agreement.

#### Section 5. - Confidentiality

- 5.1. For the purpose of this Agreement **"Confidential Information"** means information, such as but not limited to commercial and/or technical information, which is disclosed to you by us or to us by you (either directly or indirectly) in connection with the performance of this Agreement, and which is marked as "confidential", "proprietary" or similar, or which can reasonably be deemed to be of a confidential or proprietary nature.
- 5.2. You and we may not:
  - (i) use the Confidential Information for other purposes than in connection with (your performance and our use) of the Services; and
  - (ii) disclose the Confidential Information to any third party, except to employees, external advisers and subcontractors who (A) have a legitimate "need to know", and (B) are under similar confidentiality obligations as apply under this Agreement.
- 5.3. The obligation as mentioned in Section 5.2 does not apply to information which is or becomes public knowledge without a violation of confidentiality obligations.
- 5.4. You must immediately return to us all property that we have made available to you if we ask you to do so. We will do the same with property that you have made available to us (except for the deliverables).
- 5.5. If we incur costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the confidentiality obligations by you, you must fully compensate such costs and/or damages to us. If you incur costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the confidentiality obligations by us, we must fully compensate such costs and/or damages to you

#### Section 6. - Personal Data

- 6.1. For the purpose of this Agreement:
  - **"Personal Data"** means data which relate to a living individual who can be identified (a) from those data, or (b) from those data in connection with other information which is easily obtainable; and

- “**Process**” or “**Processing**” means obtaining, recording or holding information or data or carrying out any operation or set of operations on the information or data, including:  
(a) organization, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or (d) alignment, combination, blocking, erasure or destruction of the information or data.

- 6.2. If you Process Personal Data in performing the Services, you must:
- a. comply with all applicable privacy and data protection laws;
  - b. Process the Personal Data only (i) for or on our behalf (ii) in accordance with our instructions and this Agreement (iii) as far as needed for the Services;
  - c. maintain the security, confidentiality, integrity and availability of the Personal Data;
  - d. implement and maintain appropriate technical, physical, organizational and administrative security measures to protect the Personal Data against loss and/or unauthorized access;
  - e. promptly inform us of any actual or suspected security incident involving such Personal Data; and
  - f. securely erase or destroy the Personal Data upon termination of the Agreement or at our request.
- 6.3. If we incur costs (including reasonable attorney’s fees) and/or suffer damages as a result of a breach of this Section 6 by you, you must fully compensate such costs and/or damages to us.

## Section 7. - Liability

- 7.1. Should any third parties bring any claims related to the performance of the services provided under this Agreement, you agree to indemnify and hold InnoEnergy harmless from any liability thereunder and satisfy the claims of such third parties within your own means.
- 7.2. The Parties may pursue only direct damages on general terms. No party shall be liable to the other party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act of the guilty Party.
- 7.3. In the event of serious or persistent breach of any obligations specified in Section 1.1. and/or 1.2. by you and you fail to remedy the breach within 14 days after we ask you to do so, you must pay to us a contractual penalty in the amount of EUR 10 000 (in words: ten thousand euro) for each breach, within 7 days from the date of a request for payment. The request for payment must be sent to you by registered letter, with acknowledgement of receipt along with documented breach of this Agreement. The payment must be made to our bank account specified in the request for payment.
- 7.4. The serious breach indicated in Section 7.3. above means any material breach of obligations specified in Section 1.1. and/or 1.2. having a serious effect on the benefit which InnoEnergy would otherwise derive or any breach which is significant enough to defeat the purpose of this Agreement as stipulated in points A-D of the Preamble of this Agreement. In particular, serious breach under this Agreement means:
- a) not taking part in events indicated by InnoEnergy at least sixty days in advance of their date, in particular: large ecosystem events, stakeholder events, etc.;

- b) not taking part in meetings indicated by InnoEnergy at least thirty days in advance of their date, in particular: meetings with major clients - Ministries, Partners, Companies, Startups, etc.;
  - c) not receiving by InnoEnergy reports on time, as indicated in sec. 3.1.
- 7.5. The persistent breach indicated in Section 7.3. above means minor breaches of the same, or a similar obligations specified in Section 1.1. and/or 1.2. repeated two times within 30-days period. In particular, persistent breach under this Agreement means repeated lack of communication, despite reminders.
- 7.6. Payment of the contractual penalty will not exclude our right to seek supplementary damages in accordance with generally applicable rules.

## Section 8. - Duration

- 8.1. The Agreement starts at the Effective Date and terminates on 31 December 2027.
- 8.2. This Agreement cannot be terminated by you or by InnoEnergy for period of first 4 months from the Effective Date, save for the specific termination events specified in Section 8.3 and/or Section 8.4. After the period of 4 months from the Effective Date you or InnoEnergy may terminate this Agreement with 2-months' notice (Effective Termination Date).
- 8.3. InnoEnergy may fully or partially terminate this Agreement with immediate effect (Effective Termination Date) by giving you notice at any time, if:
  - a. you breach an obligation under this Agreement and, if the breach is capable of remedy, you fail to remedy the breach within 14 days after we ask you to do so;
  - b. you breach an obligation under this Agreement which is incapable of remedy;
  - c. you do not provide us with adequate assurance that you can fulfill your obligations under this Agreement in a timely fashion after we ask you to do so; or
  - d. the European Programme(s) in connection with which we entered into this Agreement with you are terminated, suspended, expire, or otherwise cease to be in force for any reason.
- 8.4. You may fully or partially terminate this Agreement with immediate effect (Effective Termination Date) by giving InnoEnergy notice at any time, if:
  - a. InnoEnergy breaches an obligation under this Agreement, and, if the breach is capable of remedy, InnoEnergy fails to remedy the breach within 14 days after you ask InnoEnergy to do so;
  - b. InnoEnergy breaches an obligation under this Agreement which is incapable of remedy; or
  - c. InnoEnergy does not provide you with adequate assurance that it can fulfill its obligations under this Agreement in a timely fashion after you ask InnoEnergy to do so.
- 8.5. Following a termination all rights and obligations intended to survive the termination (such as Sections 5 up to and including 10) will survive the termination.
- 8.6. If you or InnoEnergy terminate the Agreement (pursuant to Sections 8.2, 8.3 or 8.4) within six months from the Effective Date, you shall refund to InnoEnergy a pro rata portion of the Compensation referred to in Sections 2.2(a)(i) and 2.2(b)(i), corresponding to the period from the Effective Termination Date until 30 June 2026, within 14 days from the Effective Termination Date.



## Section 9. - Safeguarding of EU's financial interest and conflict of interest

- 9.1. You understand and agree that InnoEnergy may provide the EIT, the European Court of Auditors, the European Anti-Fraud Office and/or other EU bodies with information regarding the Services (including this Agreement and tender materials) in order to meet our obligations towards such bodies. InnoEnergy may do so during the term of this Agreement and 4 years thereafter. Section 5.2 of this Agreement does not apply in such a situation.
- 9.2. You must take all necessary measures to prevent a situation where the impartial or objective implementation of this Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other conflicting interest. You must inform InnoEnergy immediately if there is a change in circumstances which leads or may lead to a conflict of interest.

## Section 10. - Miscellaneous

- 10.1. Notices in relation to this Agreement must be given in writing.

If to InnoEnergy:

KIC InnoEnergy SE

Attn: Mr Piotr Pawelec

Email: [piotr.pawelec@innoenergy.com](mailto:piotr.pawelec@innoenergy.com)

If to you:

[Name Service Provider]

Attn: [Name recipient]:

Email: [email recipient]:

- 10.2. If you cannot perform an obligation under this Agreement because of *force majeure* (meaning: reasons beyond your reasonable control), you must notify InnoEnergy. Following notification, only the performance of such obligation(s) is suspended during the force majeure. InnoEnergy may terminate this Agreement if the force majeure lasts more than 30 days. Shortage of personnel, shortage of production materials or shortage of resources, strikes, breach of contract by third parties contracted by you or force majeure events at third parties contracted by you, financial problems, and/or lack of the necessary licenses, permits or authorizations needed for the Services do not qualify as force majeure.
- 10.3. This Agreement and its Annexes 1A, AB, 2 and 3 covers InnoEnergy's full contractual relationship with you for the Services. Oral agreements or additional general terms and conditions do not apply.
- 10.4. You may not transfer or pledge (part of) this Agreement without InnoEnergy's prior written consent. InnoEnergy shall not withhold such consent unreasonably.
- 10.5. Neither the failure nor the delay to enforce a right under this Agreement shall constitute a waiver of such right or remedy or of any other available rights or remedies.
- 10.6. Dutch law applies to this Agreement. Conflicts relating to this Agreement will be decided upon in the first instance by the competent court in Amsterdam, the Netherlands.
- 10.7. The United Nations Convention on the International Sale of Goods does not apply.

Signed in two copies by:

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KIC InnoEnergy SE

By: Grzegorz Kandefer

Function: the Proxy

On:

Place: Krakow, Poland

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[full legal name service provider]

By: [name representative]

Function: [position representative]

On:

Place:

## ANNEX 1A TO INNOENERGY REPRESENTATIVE AGREEMENT

### KEY PERFORMANCE INDICATORS

Terms and Conditions InnoEnergy's National Representative 2026 - 2027				
KPI ID	KPI Name	Definition	Deliverables	Value
	Running Operations			
<b>B_1</b>	<b>Base Fee</b>	<b>InnoEnergy Representative Operations</b>		<b>€ 20 000</b>
	Supported Timeframe		2026 - 2027	
	Scope of Activities	Branding (Open space, @mail) Communication (Markom FTE) First point of contact EIT related activities Basic reporting	Open space; @mail; according to InnoEnergy branding guidelines Marketing & Communication according to EIT and InnoEnergy branding guidelines 25% FTE as National InnoEnergy Representative - name of person required Quarterly strategic reporting according to InnoEnergy guidelines Running hub activities according to "EIT RIS Hubs minimum standards and guiding principles" Achievement of EIT RIS Representative's KPIs per country Cooperation with EIT Community RIS Hub (EIT Community Office - ECO)	Payment terms: 25% Q1 2026, 12.5% Q3 2026 pending achievement of milestones, 25% Q1 2027 pending achievement of milestones 12.5% Q3 2027 pending achievement of milestones 25% Q1 2028 pending achievement of milestones Details are described in the agreement Can be achieved once
<b>B_2</b>	<b>Business Operations Base Fee</b>	<b>InnoEnergy Representative Business operations</b>		<b>€ 20 000</b>
	Supported Timeframe		2026 - 2027	
	Scope of Activities	Establishment of market creation and business development processes in the selected country	<b>0. Overall responsibility for the Region - Contact with InnoEnergy's investment team and other relevant people in the company - briefings, updates etc.</b> <b>1. Key Partners' networking</b> Objectives: to facilitate private placement of key players from national market in InnoEnergy and/or joint actions of InnoEnergy	Payment terms: 25% Q1 2026, 12.5% Q3 2026 pending achievement of milestones, 25% Q1 2027 pending achievement of milestones 12.5% Q3 2027 pending achievement of milestones

		<p>Activities: advising InnoEnergy on potentially best partners, warm intros to key players, piloting activities that lead to agreements and MoCs.</p> <p><b>2. Facilitating and managing exits</b></p> <p>Objective: To find, facilitate and manage procedure for exits, including secondaries, for chosen assets</p> <p>Activities: Establishing relationships with secondaries investors and M&amp;A actors, Supporting portfolio companies in facilitating secondary and M&amp;A transactions as part of exit strategy, quarterly tracking of new commitments and investor interactions.</p> <p>Evaluation metrics: # of investor meetings facilitated, # of investors introduced to InnoEnergy's assets, value of committed investments secured, X% of secondary transactions successfully completed or hard commitments provided</p> <p><b>3. Fundraising:</b></p> <p>Objective: Finding investors for portfolio companies and InnoEnergy (shareholders &amp; LPs in cocreated funds)</p> <p>Activities: scoping potential investors from the region and facilitating introduction meetings</p> <p>Evaluation metrics: # of investor meetings facilitated, # of investors introduced to InnoEnergy's assets, value of committed investments secured</p> <p><b>4. Business Development:</b></p> <p>Objective: Sales support to the InnoEnergy assets</p> <p>Activities: scoping and introductions to potential customers and the leads curation, account management for assets (to be decided by InnoEnergy)</p> <p>Evaluation metrics: # of customer meetings facilitated, value of sales secured, # of LoI/PoC/MoU signed</p> <p><b>5. New Investments:</b></p> <p>Objective: Sourcing potential startups for InnoEnergy to invest in</p>	<p>25% Q1 2028 pending achievement of milestones</p> <p>Details are described in the agreement</p> <p>Can be achieved once</p> <p>Details are described in the agreement</p> <p>Can be achieved once</p>
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			Activities: Identifying and sourcing startups with a right fit, supporting InnoEnergy team in due diligence processes Evaluation metrics: # of startups introduced, # of startups passing InnoEnergy investment process	
	Business Operations			
	Category: Partnering			
<b>S_1</b>	<b>Key Partners Nertworking</b>			
	Supported Timeframe		2026 - 2027	
	Scope of Activities	Facilitating connections of InnoEnergy with key strategic partners. List of the parners (up to 5) to be set individually with the hub.	1) InnoEnergy's pitch to the top executive level of the Partner 2) Memorandum of Understanding between InnoEnergy and the Partner signed	flat fee of 5000 EUR per project for 1) and 20000 EUR per project for 2) can be achieved multiple times CAP: 80k EUR in total
	This is key category. Payments for other KPIs can be done only if at least one KPI for Partnering category is achieved			
	Category: Go to Market			
<b>S_2</b>	<b>Venture exit support</b>			<b>5%</b>
	Supported Timeframe	Can be achieved multiple times within duration of the contract	2026 - 2027	
	Scope of Activities	Strategic and operational support in case of exit plan execution. network scouting / business case support / customer management	(related to B_2_2.) Deliverable: sales of InnoEnergy shares to the identified stakeholder	5% of the total InnoEnergy revenue. CAP: 50k EUR / project.
<b>S_3</b>	<b>Later Stage VCs /CVCs investing in InnoEnergy's companies or new investors investing in InnoEnergy or related funds</b>			<b>5% of the funds raised, no more than 25000 EUR per project</b>
	Supported Timeframe		2026 - 2027	

	Scope of Activities	Encouraging participation of later-stage VCs/CVCs in the VC community and incentivize closed deals for any fundraising activities.	(related to B_2_3.) Flat fee based on a closed deal with an investor introduced by the HUB (at least facilitated the first meetings).	25000 EUR per project (but no more than 5% of the funds raised) can be achieved multiple times CAP: 50k EUR in total
			(related to B_2_3.) success fee based on a closed deal with an investor introduced by the HUB (at least facilitated the first meetings) - InnoEnergy fundraising	flat fee of 25000 EUR per project (but no more than 5% of the funds raised) can be achieved multiple times CAP: 50k EUR in total
<b>S_4</b>	<b>Qualified sales pipeline of selected InnoEnergy portfolio ventures</b>			<b>5000 EUR or 5%</b>
	Timeframe	Can be achieved multiple times within duration of the contract	2026 - 2027	Qualified pipeline is moderated and approved by CEE Sales Manager before issuing the KPI.
	Scope of Activities	1) Active strategic engagement with the selected ventures from the InnoEnergy portfolio 2) Development of market entry strategy 3) End-to-end support to secure successful pilot installations, participation in public tenders and achieve large scale commercial contracts in the selected country	(related to B_2_4.) Hub's activities leading to 1) number of submitted proposals by portfolio venture to third party - min 10 2) OR participation of the selected venture(s) in relevant tenders (RFI, RFQ)* - min 3 3) OR launch of the execution of pilot installation by the venture - min 1	maximum 15000 EUR
			*completed and submitted application by the venture to the tender issuer	
			Combination of the above-mentioned deliverables is a possibility. Approval must be granted by the IE regional business developer.	
	<b>Category: Others</b>			
<b>O_1</b>	Scouting - new deal flow	Can be achieved multiple times within duration of the contract	2026 - 2027	

	Scouting, identification and preparation of the venture for the assessment of InnoEnergy's investment committee with the aim to extend the portfolio.	(related to B_2_5.) Deliverable: signature of the InnoEnergy investment agreement (or equivalent) with the venture	10000 EUR / project.
General cap: 120,000.00 EUR			

## MILESTONES

Evaluation measures for Running Operations part of KPIs table				
EIT InnoEnergy Hub Operations				
Milestone #	Milestone Name	Milestone Measure	Milestone Value	Delivery Month/Year
EIT.M.1				
EIT.M.2				
EIT.M.3				
EIT.M.4				
.....				
EIT InnoEnergy Hub Business operations				
BO.M.1				
BO.M.2				
BO.M.3				
BO.M.4				
.....				

## ANNEX 1B TO INNOENERGY REPRESENTATIVE AGREEMENT

EIT RIS REPRESENTATIVES (HUBS) MINIMUM STANDARDS AND GUIDING PRINCIPLES (2023-2025) ARE  
AVAILABLE UNDER A FOLLOWING LINK:

<https://www.eit.europa.eu/library/ris-hubs-minimum-standards-and-guiding-principles>

## ANNEX 2 TO INNOENERGY REPRESENTATIVE AGREEMENT

REPRESENTATIVE MANAGER APPOINTED BY [name service provider]

Contact Details of the **Representative Manager**:

**Name:**

**Surname:**

**Position:**

**e-mail:**

**office address:**

**phone number:**

KIC InnoEnergy SE

By: Grzegorz Kandefer

Function: the Proxy

On:

Place:

[full legal name service provider]

By: [name representative]

Function: [position representative]

On:

Place:





## ANNEX 3 TO INNOENERGY REPRESENTATIVE AGREEMENT

### INNOENERGY BRAND NAME AND LOGO, EIT COMMUNITY BRAND AND LOGO

InnoEnergy Brand Name and Logo are described in the Brand guidelines (the “Guidelines”, version 07.03.2025). These Guidelines will be sent to you upon signing of the Agreement.

EIT Community brand and logo and the brand guidelines will be sent to you upon signing of the Agreement.

InnoEnergy will inform you immediately upon any change of InnoEnergy Brand Name and/or Logo according to the terms of the Agreement.