Amendment No. 2
of
Grant Agreement 2021-2022

Contract No. Grant Agreement 2021-2022 EIT InnoEnergy
On one part,

The European Institute of Innovation and Technology (EIT) ('granting authority'), represented for the purposes of signing the Amendment by its Director, Martin KERN,

and

on the other part,

1. 'the coordinator': KIC InnoEnergy SE ('EIT InnoEnergy'), established in John F. Kennedylaan 2 6E Verdieping, 5612 AB Eindhoven, The Netherlands, represented for the purposes of signing the Amendment by its CEO, Diego PAVIA,

2. and all the other beneficiaries listed in Annex 6 of the Grant Agreement, represented for the purposes of signing the Amendment of the Grant Agreement by the coordinator (see Annex 3 and Article 40).

Having regard to the Partnership Agreement (Contract No. PA2021/EIT/EIT InnoEnergy), concluded on 12 May 2021, hereinafter referred to as 'Partnership Agreement',

Having regard to the Grant Agreement 2021-2022 (Contract No. Grant Agreement 2021-2022 EIT InnoEnergy) concluded between the EIT and the coordinator on 11 June 2021 and amended by Amendment No 1 on 8 December 2021,

Whereas,

1) Grant Agreement 2021 signed between the EIT and the coordinator included the grant of EUR 46,876,907.97, representing the maximum EIT contribution for 2021;

2) The EIT sent the 'Invitation to submit 2022 KIC Business Plans including estimated budgets and Guidelines (encompassing also the 2021 Business Plan and Budget)' on 9 July 2021 to the KICs;

3) On 30 September 2021, the KIC submitted a request for amendment of the Grant Agreement, including the amended Business Plan as well as the revised estimated budget for 2021-2022;

4) At its meeting on 24-25 November 2021, the EIT Governing Board decided on the funding allocation to the KICs for 2022;

5) The duration of the action was extended until 31 December 2022 and provisions regarding the reporting and payment obligations were included in Grant Agreement 2021-2022 by Amendment No 1;

6) The EIT has verified that the general objectives and results to be achieved as outlined in the previously approved 2021 Business Plan are maintained in the present amendment, and that the requested changes are in line with Article 39 of Grant Agreement 2021-2022.

7) Additionally, the present second amendment ensures that the revised Annex 1 and Annex 2 of the Grant Agreement will cover the period of 2021-2022 and Annex 6 includes an updated list of beneficiaries, affiliated entities and associated partners;
8) Finally, the amendment of point C.2 of Article 6.2 is necessary to allow the declaration of costs for construction of a prototype or pilot plant as full capitalised costs. This is offered as an exceptional option in the Horizon Europe Model Grant Agreement, but was not activated by the EIT at the time of the signature of Grant Agreement 2021 with the KIC, due to the missing clarifications of the Horizon Europe Annotated Model Grant Agreement which was published in July 2021 only.

9) Grant Agreement 2021-2022 should therefore be amended accordingly.

HAVE AGREED AS FOLLOWS

Article 1

The table in Point 3 of the Data Sheet of Grant Agreement 2021-2022 shall be replaced by the following:

**3. Grant**

Maximum grant amount, total estimated eligible costs and contributions and funding rate:

<table>
<thead>
<tr>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total eligible costs</strong>&lt;br&gt;(BEN and AE)</td>
<td><strong>Funding rate (%)</strong>&lt;br&gt;45.51</td>
<td><strong>Maximum grant amount</strong>&lt;br&gt;(Annex 2)&lt;br&gt;EUR 86,749,595.59 (eighty six million seven hundred and forty-nine thousand five hundred and ninety-five euro and fifty-nine eurocent) to implement the KIC Business Plan in 2021-2022, out of which EUR 4,749,843.00 (four million seven hundred and forty-nine thousand eight hundred and forty-three euro and zero eurocent) shall be earmarked for the implementation of Cross-KIC activities, and EUR 2,415,628.39 (two million four hundred and fifteen thousand six hundred and twenty-eight euro and thirty-nine eurocent) shall be earmarked for the implementation of the new pilot to help develop the entrepreneurial and innovation capacity of higher education institutions.</td>
<td><strong>Maximum grant amount</strong>&lt;br&gt;(award decision)</td>
</tr>
<tr>
<td>EUR 190,616,558.10&lt;br&gt;(one hundred and ninety million six hundred and sixteen thousand five hundred and fifty-eight euro and ten eurocent)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3
Article 2

Point 4.2 of Data Sheet of Grant Agreement 2021-2022 shall be replaced by the following:

"4.2 Periodic reporting and payments

Reporting and payment schedule (Article 21, 22):

<table>
<thead>
<tr>
<th>Reporting periods</th>
<th>Reporting Type</th>
<th>Deadline</th>
<th>Payments Type</th>
<th>Deadline (time to pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RP No</td>
<td>Month from</td>
<td>Month to</td>
<td></td>
<td>Initial prefinancing</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>12</td>
<td>Additional prefinancing report</td>
<td>30 days after end of reporting period</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>12</td>
<td>Periodic report</td>
<td>90 days after end of reporting period</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>24</td>
<td>Periodic report</td>
<td>90 days after end of reporting period</td>
</tr>
</tbody>
</table>

Prefinancing payments and guarantees:

<table>
<thead>
<tr>
<th>Type</th>
<th>Prefinancing payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefinancing 1 (initial)</td>
<td>EUR 31,318,747.95 (thirty-one million three hundred and eighteen thousand seven hundred and forty-seven euro and ninety-five eurocent)</td>
</tr>
<tr>
<td>Prefinancing 2 (additional)</td>
<td>EUR 27,910,881.33 (twenty-seven million nine hundred and ten thousand eight hundred and eighty-one euro and thirty-three eurocent)</td>
</tr>
</tbody>
</table>

Reporting and payment modalities (Article 21, 22):

Mutual Insurance Mechanism (MIM): Yes

MIM contribution:

8% of the maximum grant amount awarded for 2021 (EUR 3,750,152.64 (three million seven hundred and fifty thousand one hundred and fifty-two euro and sixty-four eurocent)), retained from the initial prefinancing

8% of the maximum grant amount awarded for 2022 (EUR 3,189,815.01 (three million one hundred and eighty-nine thousand eight hundred and fifteen euro and one eurocent)), retained from the additional prefinancing
Interim payment ceiling (if any): 90% of the maximum grant amount
Exception for revenues: Yes
No-profit rule: Yes
Late payment interest: ECB + 3.5 %
Bank account for payments:
IBAN account number and SWIFT/BIC: DE64 6005 0101 0004 2985 26; SOLADEST663
Conversion into euros: Double conversion
Reporting language: Language of the Agreement

Article 3

Point 4.4 of Data Sheet of Grant Agreement 2021-2022 shall be replaced by the following:

“4.4 Recoveries (Article 22)
First-line liability for recoveries:
Beneficiary termination: Beneficiary concerned
Final payment: Each beneficiary for their own debt
After final payment: Beneficiary concerned
Joint and several liability for enforced recoveries (in case of non-payment):
Individual financial responsibility: Each beneficiary is liable only for its own debts (and those of its affiliated entities, if any).
Joint and several liability of the following affiliated entities with their beneficiary — up to the maximum grant amount for the affiliated entity indicated in Annex 2:
- 001379 ACT Blade Europe, linked to 1113 ACT Blade Limited
- 001417 NorthVolt ReVolt AB, linked to 510 NorthVolt AB
- 362_1 Skeleton Technologies OÜ, linked to 362 Skeleton Technologies GmbH
- 100070 FAISSNER PETERMEIER Fahrzeugtechnik AG, linked to 001324 Hofer powertrain münchen GmbH

Article 4

Article 5.3 of Grant Agreement 2021-2022 shall be replaced by the following:

“5.3 Funding rate
The funding rate for costs is 45.51 % of the action’s eligible costs.
Contributions are not subject to any funding rate.”
Article 5

Point C.2 of Article 6.2 of Grant Agreement 2021-2022 shall be replaced by the following:

“C.2 Equipment

Purchases of equipment, infrastructure or other assets used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary’s usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for renting or leasing equipment, infrastructure or other assets are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

Moreover, for the following equipment, infrastructure or other assets purchased specifically for the action (or developed as part of the action tasks) costs may exceptionally be declared as full capitalised costs:

a) direct costs for construction of a prototype or pilot plant, if they fulfill the cost eligibility conditions applicable to their respective cost categories and if all of the following apply:
   - building the prototype or pilot plant is (one of) the main action task(s) as described in the KIC Business Plan (Annex 1),
   - the costs are foreseen in the estimated budget (Annex 2),
   - the eligibility conditions of Articles 6.1 and 6.2 are met.

If the beneficiary records the construction costs directly under a fixed assets account in the balance sheet rather than as expenses of the year, those costs will normally be considered as compliant with Article 6.1(a)(v) provided that:
   - it is in accordance with the national accounting standards and with the beneficiary’s usual cost accounting practices,
   - there is no double charging of costs (in particular, no charging of depreciation costs for the prototype or pilot plant to another EU or Euratom grant).

b) direct costs relevant to the set-up and development of the coordinator and Co-location Centres (CLCs) if the following conditions are met:
   - purchase costs are claimed by the coordinator or CLCs for the “Management area”, for KIC added value activities identified in the KIC Business Plan (Annex 1),
   - the relevant costs are claimed up to EUR 750 000 per KIC Business Plan (Annex 1) per year.

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8 As defined in Article 2(3) of the EIT Regulation, a ‘co-location centre’ means a physical hub, established in an open and transparent manner, which promotes links between and active collaboration among knowledge triangle actors and acts as a focal point for knowledge exchange and through which the KICs’ partners are able to access facilities and the expertise needed to pursue their common objectives.

9 As defined in Article 2(13) of the EIT Regulation, ‘KIC added-value activities’ means activities carried out by partner organisations in accordance with the KIC business plan, contributing to the integration of the knowledge triangle of higher education, research and innovation, including the establishment, administrative and coordination activities of the KICs, and contributing to the overall objectives of the EIT.
‘Capitalised costs’ means:
- costs incurred in the purchase or for the development of the equipment, infrastructure or other assets and
- which are recorded under a fixed asset account of the beneficiary in compliance with international accounting standards and the beneficiary’s usual cost accounting practices.

If such equipment, infrastructure or other assets are rented or leased, full costs for renting or leasing are eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.”

Article 6

Annex 1 of this amendment shall replace Annex 1 (Description of the action) of Grant Agreement 2021-2022.

Article 7

Annex 2 of this amendment shall replace Annex 2 (Estimated budget) of Grant Agreement 2021-2022.

Article 8

Annex 3 of this amendment shall replace Annex 6 (List of beneficiaries, affiliated entities and associated partners) of Grant Agreement 2021-2022.

Article 9

All other provisions of Grant Agreement 2021-2022 shall remain unchanged and shall continue to apply.

Article 10

(1) The present amendment shall form an integral part of Grant Agreement 2021-2022 and it shall enter into force on the day of signature by the EIT or the coordinator, depending on which is later.

(2) The present amendment shall take effect on 1 January 2021, with the exception of the following new KAVAs which shall take effect on the dates indicated below:

<table>
<thead>
<tr>
<th>New KAVA (number, title)</th>
<th>Date of effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.5 Fennac</td>
<td>28/05/2021</td>
</tr>
<tr>
<td>2.3.4 Reheat</td>
<td>28/05/2021</td>
</tr>
<tr>
<td>2.5.3 Nuwiels</td>
<td>28/05/2021</td>
</tr>
<tr>
<td>2.5.6 Swobbe</td>
<td>28/05/2021</td>
</tr>
<tr>
<td>4.1.2 HEI-INCORE</td>
<td>01/07/2021</td>
</tr>
</tbody>
</table>
SIGNATURES

For the EIT
Martin KERN Director

For the coordinator
Diego PAVIA, CEO

[Approval is given via a workflow in ARES in place of a handwritten signature]

Done in Budapest on _______ 2022

In duplicate, in English

Done in Madrid on 22/03/2022
Annex 1 and Annex 2

Annex 3

Annex 3 of Amendment No 2 contains the amended Annex 6 (List of beneficiaries, affiliated entities and associated partners) of Grant Agreement 2021-2022.