
AGREEMENT ON RISING INVESTMENT CAPITAL

between

COBIN Angels sp. z o.o.

(„COBIN”)

and

FILL

(„Initiator”)

WARSZAWA

This agreement ("Contract") is concluded in Warsaw between:

1. **COBINAngels sp. z o.o.** based in Warsaw at st. Chmielna 73, 00-801 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Department of the National Court Register under the number of KRS 0000373710, REGON 142754507, NIP 5272645854 ("COBIN");

and

2. **FILL**, based in **FILL**, at st. **FILL**, 00-000 **FILL**, entered into the register of entrepreneurs of the National Court Register kept by the District Court in **FILL**, **FILL** Commercial Department of the National Court Register under the number of KRS **FILL**, REGON **FILL**, NIP **FILL**, ("Initiator");

(the entities mentioned above will be hereinafter collectively referred to as the "**Parties**" and each of them "**the Party**").

WHEREAS:

- A. The Initiator intends to raise the capital necessary for the development of the Initiator's enterprise;
- B. COBIN has a network of contacts among investors interested in investing in young, fast-growing enterprises;
- C. Based on the materials and information provided by the Initiator, COBIN sees the opportunity for the Initiator to raise the capital sought
- D. The parties want to specify the detailed terms of the services provided by COBIN.

The parties agree as follows:

1. DEFINITIONS

- 1.1. "**COBIN Angels Member**" - means an Investor who is a member of the private investors club managed by COBIN Angels;
- 1.2. "**Investor**" - means a natural or a legal person who is ready to invest funds from legal sources;
- 1.3. "**Investment Amount**" - has the meaning given in Act 2.1 Agreement;
- 1.4. "**Project**" - means the investment project called **FILL** consisting of **FILL**;
- 1.5. "**COBIN Angels Session**" - means a cyclical meeting of COBIN Angels Members, during which investment projects and their originators are presented, which aims to evaluate these investment projects.

2. SUBJECT OF THE AGREEMENT

- 2.1. The initiator instructs COBIN to search and raise the capital necessary for the development of the Project in the amount of **FILL** ("**Investment Amount**") and COBIN accepts this order.

2.2. The scope of COBIN services includes:

- 2.1.1 getting acquainted with materials related to the Project (investment teaser or business plan);
- 2.1.2 assessing the Project in terms of qualifications for the COBIN Angels Session;
- 2.1.3 deciding whether to qualify the Project for the COBIN Angels Session or not;
- 2.1.4 in the case of a decision to qualify the Project for the COBIN Angels Session - preparing the Initiator to participate in the COBIN Angels Session;
- 2.1.5 undertaking actions for mediation and facilitating communication between the Initiator and potential Investors - in each case maintaining impartiality towards the Initiator and the potential Investor.

2.2 In the event of refusal to qualify the Project for the COBIN Angels Session, COBIN shall cease further activities to obtain the Investment Amount for the Project, unless the Parties agree otherwise. If the scope of further activities goes beyond the framework provided for in this Agreement, the Parties will conclude a separate Agreement governing further cooperation.

2.3 The parties undertake to exercise due diligence and cooperate in the implementation of the subject of the Agreement.

2.4 All COBIN activities will be of an advisory nature and may only be evaluated in terms of diligent operation.

2.5 The initiator undertakes to provide COBIN with all data and information regarding the Project necessary for the implementation of the Agreement.

2.6 The Parties undertake to repair, on general terms, any possible damages resulting from the non-performance or improper performance of the obligations of this Agreement, unless the non-performance or improper performance is a consequence of circumstances for which the Party is not responsible. The liability of the Parties is limited to actual damage only, and the liability for lost profits is hereby excluded in its entirety.

3. STATEMENTS

3.1 The initiator declares that he is the author of the Project or has full ownership rights to it.

3.2 The initiator declares that he is the active VAT payer and authorizes COBIN to issue VAT invoices without the recipient's signature.

4. RESERVATIONS

4.1 COBIN does not prepare documents or materials describing the Project. The obligation to create and develop documents and materials is the sole responsibility of the Initiator. COBIN may develop materials describing the Project in special cases, with the prior agreement of the Parties and for a separate remuneration agreed with the Initiator.

4.2 COBIN may refuse to accept documents or materials describing the Project and the Initiator will be required to make the necessary corrections or additions, if the documentation is

incomplete, prepared without the applicable standards, and made in an illegible, unreliable or unsightly manner.

4.3 The initiator cannot transfer COBIN's consent or obligations under the Agreement to third parties without the consent of COBIN in writing, otherwise null and void.

5. REMUNERATION

5.1 In the event of obtaining an Investment Amount from an Investor introduced by COBIN, the Initiator will pay COBIN a remuneration of 6% of the Investment Amount.

5.2 For the avoidance of doubt, the Parties agree that the Investment Amount on which COBIN remuneration is calculated is the amount before deducting all costs, taxes, expenses, expenses, etc. In order to enable the calculation of the remuneration due, the Initiator will provide COBIN, in the shortest possible time, to inspect and access any documentation it possesses to the extent necessary or expedient to calculate the remuneration.

5.3 The remuneration referred to in the Act 5.1 will be increased by the amount of value added tax (VAT) at the rate applicable on the day the invoice was issued by COBIN.

5.4 The payment of remuneration shall take place within 7 (seven) days from the day of each payment to the initiator's account of funds comprising the whole or part of the Investment Amount and resulting from the investment agreement or other agreement between the Investor indicated by COBIN and the Initiator, in proportion to the given payment of funds.

5.5 The remuneration will be payable to the bank account provided by COBIN, on the basis of a proforma VAT invoice correctly issued and delivered to the initiator's address, with a payment deadline of 7 (seven) days.

5.6 The right to remuneration referred to above is entitled to COBIN for 24 (twenty-four) months from the date of termination of this Agreement, in the case in which the Investor indicated by COBIN provides directly or indirectly any financing in any form of the Initiator or its subsidiary (or which he depends on).

5.7 If the Initiator obtains all or part of the Investment Amount from the Investor indicated by COBIN, the Initiator undertakes to:

5.7.1 to pay the remuneration due to COBIN in the amount set out in Act 5.1 above;

5.7.2 not conclude any agreements with such an Investor within the scope of the subject of this Agreement, in particular the Initiator will not contact Investors who are Members of COBIN Angels with any applications for financing without the Advisor;

5.7.3 not collect from such Investor any payments due to COBIN or any statements regarding the performance of contracts between the Initiator and COBIN;

5.7.4 during the term of the Agreement and for a period of 24 (twenty-four) months after its expiry or termination (irrespective of the reason), do not engage in negotiations with this Investor regarding raising capital other than through COBIN's consent.

5.8 Without prejudice to the provisions of Act 5.7 above, during the term of the Agreement and for a period of 24 (twenty-four) months after its expiry or termination (irrespective of the reason), the Initiator will include COBIN in any communication with Investors indicated by COBIN, in particular the Initiator undertakes not to enter into discussions regarding obtaining the Investment Amount otherwise than through COBIN or with COBIN's consent.

5.9 In the event of an infringement by the Initiator of the exclusive right referred to in act 5.7 and 5.8, the Initiator shall pay COBIN remuneration as if any amount obtained by the Initiator, directly or indirectly, would have been obtained as a result of the performance of this Agreement by COBIN.

5.10 Potential Investors indicated in Annex 2 to the Agreement are excluded from the scope of this act, as at the date of the conclusion of this Agreement they are negotiating with the Initiator or cooperating with him on the financing of the project, which the Initiator is able to document (i.e. The initiator signed a capital raising agreement or a letter of intent with potential investors indicated in Annex 2 to the Agreement).

5.11 Neither Party shall be obliged to reimburse the other Party for any expenses or expenses related to this Agreement.

6. CONFIDENTIALITY

6.1 The Parties hereby agree to conclude or replace the existing arrangements regarding the confidentiality of classified information with an obligation, in accordance with the template constituting Annex No. 1 to the Agreement: Confidentiality Agreement.

7. RESPONSIBILITY

7.1 COBIN is liable to the Initiator only to the extent that COBIN does not exercise due diligence in the performance of this Agreement. COBIN services are implemented and their effects made available solely for the benefit and benefit of the Initiator. Services are not provided and their effects are not made available with the intention of being relied on by any third party. COBIN shall not be liable to any third party who benefits from the services provided by COBIN to the Initiator, will use them or gain access to their effects.

7.2 The advisor is not responsible for the decisions of the Initiator or potential Investors, nor for the legal, organizational or financial consequences of these decisions.

7.3 Neither Party shall be liable to the other Party for any delay or failure to comply with the obligations set out in this Agreement due to force majeure, i.e. factors which the action does not depend on either Party.

8. TERMINATION OF THE AGREEMENT

8.1 Each Party has the right to terminate the Agreement with one month's notice.

8.2 COBIN has the right to terminate the Agreement with immediate effect if the Initiator grossly violates the provisions of the Agreement.

8.3 The provisions of the Agreement, which shall explicitly or implicitly also apply after the termination or expiration of the Agreement, shall also apply and bind the Parties after its termination or expiration.

9. CORRESPONDENCE

9.1 The initiator and COBIN agree to the Parties using electronic mail for correspondence related to the performance of the Agreement.

9.2 All official correspondence related to the Agreement (including invoices issued by COBIN) must be in writing and will be sent to the following addresses:

for COBIN:

COBIN Angels sp. z o.o.
st. Chmielna 73,
00-801 Warsaw

for Initiator:

FILL
st. **FILL**
FILL

10. FINAL PROVISIONS

10.1 Any amendment to the Agreement must be made in writing to be valid.

10.2 The agreement has been concluded in two copies in the Polish language, one for each Party.

10.3 The agreement is governed by Polish law and should be interpreted in accordance with it. All non-contractual relations arising or related to the Agreement are subject to Polish law.

10.4 If any provision of the Agreement is found void, in whole or in part, such provision shall be deemed to be excluded from the content of the Agreement, without prejudice to the validity of the remaining provisions of the Agreement.

10.5 The initiator may not, without COBIN's consent expressed in writing, otherwise transfer his rights or obligations under the Agreement to third parties.

10.6 The initiator acknowledges and agrees that part of the services constituting the subject of the Agreement shall be performed by COBIN subcontractors at the expense of COBIN.

10.7 Nothing in the Agreement limits COBIN's ability to provide services to other principals, including in particular having experience and competences acquired in performing the Agreement.

10.8 The initiator allows COBIN to place his logo and general information about the type of services provided in COBIN information and marketing materials (so-called "tomb stone").

10.9 All disputes arising out of or in connection with this Agreement will be resolved amicably. If the Parties are unable to remove their doubts or settle the dispute themselves within 30 (thirty) days of

submitting the dispute, these disputes shall be resolved by the District Court for city of st. Warsaw in Warsaw or by the District Court in Warsaw, depending on which of these courts will be competent to settle a given dispute as a court of first instance.

10.10 The Annexes to the Agreement constitute an integral part thereof.

Annex No. 1: Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This work contract ("Contract") is concluded in Warsaw between:

- (1) **COBINAngels sp. z o.o.**, based in Warsaw at st. Górskiego 9, 00-033 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Department of the National Court Register under the number of KRS 0000373710, REGON 142754507, NIP 5272645854 ("COBIN");
and
- (2) **FILL**, based in **FILL**, at st. **FILL**, **00-000 FILL**, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in **FILL**, **FILL** the Economic Department of the National Court Register under the number KRS **FILL**, REGON **FILL**, NIP **FILL**, ("Initiator");

(the entities mentioned above will be hereinafter collectively referred to as the "**Parties**" and each of them "**the Party**").

WHEREAS:

(A) The Initiator intends to raise the capital necessary for the development of the Initiator's enterprise;

(B) COBIN has a network of contacts among investors with capital and interested in investing in young, fast-growing enterprises;

(C) The parties set out detailed conditions for the provision of services and rules for determining COBIN's remuneration in a separate Advisory Agreement in the scope of raising capital ("Advisory Agreement");

(D) In the Advisory Agreement, the parties agreed on the need to regulate in detail the scope of confidentiality obligations in a separate agreement;

The parties agree as follows:

1. SUBJECT OF THE AGREEMENT

1.1 The subject of the Agreement is to define the rules for the exchange and protection of Confidential Information (as defined in this Agreement, which the Parties intend to share in connection with the implementation of the Advisory Agreement.

1.2 The Parties undertake to protect all Confidential Information, regarding Parties as appropriate, which they have become aware of in connection with the implementation of the Advisory Agreement.

2. DEFINITIONS

2.1 For the purposes of the Agreement, the following definitions will apply:

2.1.1 **"Confidential Information"**- any information or documents of economic value, in particular technical, technological, organizational, financial, commercial information and all data provided by the Parties, including but not limited to companies, know-how, procedures, markets, customers, strategies, assets, liabilities, prices, profits, employees, agents, distributors, investors, including without limitation any information provided orally, in writing, by electronic means or in any other form regarding any of the Parties whose disclosure could expose any of the Parties to harm;

2.1.2 **"Third Party"** - any natural person, legal person, organizational unit without legal personality or any other entity that is not a party to the Agreement, or a Representative or Associate of any Party;

2.1.3 **"Representative or Associate"** - in relation to each of the Parties - a member of the authorities of the entity that is a Party to the Agreement (management board, supervisory board, audit committee, proxy, partner), as well as an employee, consultant, adviser or proxy, whose scope of duties or tasks entrusted is or will be cooperating with the other Party.

3. CONFIDENTIALITY

3.1 The Parties may agree to the transfer of Confidential Information to entities other than those mentioned above after prior consent by the Party providing the Information. Such consent should be given in writing, in particular it can be sent via e-mail.

4. LIMITATIONS OF CONFIDENTIALITY

4.1 The provisions of this Agreement shall not apply to:

4.1.1 Information that is already publicly known or otherwise constitutes public information, in particular information disclosed in the mass media,

4.1.2 information that will become publicly known, while the Parties or their Representatives shall not be responsible for such disclosure,

4.1.3 information that was known the recipient or his Representative before or on the date of this Agreement,

4.1.4 information disclosed to entities that are potential investors - to the extent that such disclosure is related to the implementation of the Advisory Agreement.

4.2 If, in accordance with applicable law, an obligation is imposed on one of the Parties to disclose Confidential Information, such disclosure shall not be deemed to have been made in breach of the

provisions of this Agreement, provided that such an obligation results from legal provisions and that Party shall immediately notify the other Party on letter of the existence of such an obligation and will take all acts of due diligence in order to obtain from the entity to be disclosed disclosure of confidential treatment of Confidential Information disclosed. Disclosure of information required under applicable law will occur only to the extent that it is required by these provisions.

5. STORAGE OF CONFIDENTIAL INFORMATION

5.1 The Parties undertake in relation to the Confidential Information received to take the same precautions and the same safeguards as those applied by the Party in relation to its own Confidential Information.

6. RESPONSIBILITY

6.1 Each Party shall be liable for damages, including its Representatives, for actual damage caused to the other Party as a result of a breach of the provisions of the Agreement.

6.2 Non-performance or improper performance by one of the Parties of this Agreement entitles the other Party (injured party) to demand compensation for such damage in the scope of actual damage, on the principles set out in the provisions of the Civil Code.

6.3 The parties hereby exclude mutual liability for lost profits.

7. FINAL PROVISIONS

7.1 The Agreement is concluded for an indefinite period, and the confidentiality obligation shall remain in force, despite the expiration, termination or termination of this Agreement (for any reason), for a period of 3 (three) years from such expiration, termination or termination.

7.2 The contract may be terminated by a separate written agreement of the Parties.

7.3 Any amendment to the Agreement must be made in writing to be valid.

7.4 Representatives of the Parties declare that they are duly authorized to conclude the Agreement on behalf of and for the Party they represent.

7.5 The agreement has been concluded in two copies in the Polish language, one for each Party.

7.6 The agreement is governed by Polish law and should be interpreted in accordance with it. All non-contractual relations arising or related to the Agreement are subject to Polish law.

7.7 If any provision of the Agreement is found void, in whole or in part, such provision shall be deemed to be excluded from the content of the Agreement, without prejudice to the validity of the remaining provisions of the Agreement.

7.8 All disputes arising out of or in connection with this Agreement will be resolved amicably. If the Parties are unable to remove their doubts or settle the dispute themselves within 30 (thirty) days of submitting the dispute, these disputes shall be resolved by the District Court for city of st. Warsaw in Warsaw or by the District Court in Warsaw, depending on which of these courts will be competent to settle a given dispute as a court of first instance.

7.9

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed the signatures.

For and on behalf of **COBIN**

Signature: _____

First name and last name:

Position:

Date:

For and on behalf of **The Initiator**

Signature: _____

First name and last name:

Position:

Date:

Annex 2: List of Investors acquired by the Initiator

List of investors acquired by the Initiator

1.
2.
3.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed the signatures.

For and on behalf of **COBIN**

Signature: _____

First name and last name:

Position:

Date:

For and on behalf of **The Initiator**

Signature: _____

First name and last name:

Position:

Date: