

# Cobin Angels TERMS OF USE

## Preamble

CobinAngels Sp. z o.o. creates, using its own business method, the Business Angels network, offering uniform standards of work and cooperation, and its own investment ecosystem based on 4 values such as RESPECT, CONSCIOUSNESS, TRUTHFULNESS and KNOWLEDGE OF LIFE RULES regarding man, business and the world.

The intention of CobinAngels Sp. z o.o. is to combine ideas for business with investors ready to carry out investment projects in accordance with applicable law in the most transparent and fair manner for all parties.

## § 1

### Introduction

1. These Terms of Rules are published by the company under the name: CobinAngels sp. Z o.o. with headquarters in Warsaw at ul. Górskiego 9, 00-033 Warszawa entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw Warsaw in Warsaw, XII Commercial Department of the National Court Register under the number KRS 0000373710, REGON 142754507, tax ID NIP 5272645854, and its content is determined by the decision of the management board of CobinAngels sp. Z o.o.
2. CobinAngels Sp. z o.o. (hereinafter "CobinAngels") is an economic entity whose goal is the development of the so-called investor network belonging to it Business Angels Network CobinAngels.
3. Business Angels Network CobinAngels associates the Founders of investment projects, which are at early and later stages of development, looking for capital needed to develop these projects, with investors ready to invest their own financial resources in investment projects. CobinAngels only creates the conditions for associating the Founders of investment projects with Business Angels, it does not mediate or participate, however, with talks or negotiations conducted by these entities (unless agreed otherwise in a separate agreement).
4. The Business Angels Network of CobinAngels is managed by CobinAngels Sp. z o.o.
5. The Terms of Use specify, in particular, the principles of obtaining the status of CobinAngels' Business Angels Network member, rules of cooperation of investment project Founders with CobinAngels, guidelines for the implementation of CobinAngels Business Angels sessions, and investment opportunities of CobinAngels with Business Angels CobinAngels.

## **§ 2**

### **Values**

The CobinAngels Business Angels Network is guided by four values:

- a) RESPECT to the man, his time and his capital
- b) CONSIDERATION in making decisions, prudent actions and in accordance with the environment
- c) TRUTHFULNESS regarding spoken words, actions taken and statements expressed
- d) KNOWLEDGE OF THE RULES OF LIFE regarding man, business and the world

## **§ 3**

### **Main definitions**

1. Business Angel – is a natural person, a defective legal entity or a legal person who is ready to invest funds from legal sources in investment projects and other investment projects. A Business Angel can also be a group of entities that meets the above criteria.
2. Business Angels Network – is an informal association of Business Angels, meeting periodically to evaluate investment projects and make investment decisions to involve their own financial resources in selected investment projects.
3. Business Angel CobinAngels – is a Business Angel who is a member of the Business Angels network belonging to CobinAngels, who signed a membership agreement with CobinAngels, paid the annual membership fee and declared willingness to invest own funds in investment projects presented in this network.
4. Business Angels Network CobinAngels – is a network of Business Angels managed by CobinAngels, to which CobinAngels holds exclusive rights.
5. (Investment) Session of Business Angels CobinAngels – is a meeting of Business Angels, where investment projects are presented by their Founder.
6. The founder (or founder) of the investment project or the Founder (or Founders) – is (are) a natural person, a flawed legal person or a legal person who is the author of the presented project, who has full ownership rights and the resulting profits and decision-making power in the process of its development.
7. Investment project – a project requiring the involvement of the Angel of Business capital in the amount of between PLN 20,000 and PLN 2,000,000, and one that may be at an early or later stage of development.

An investment project at an early stage of development may be at the following stages of development:

- a) there is no prototype / model / service / product and work on this is under way
- b) there is a prototype / model / service / product and work is under way on the final version

- c) there is already the final version of the prototype / model / service / product and there not yet on the market

An investment project being at a later stage of development may be in the following stages of development:

- a) the local or global prototype / model / service / product has already been launched
- b) prototype / model / service / product is present on the market and its further market expansion is planned
- c) prototype / model / service / product is present on the market and its modification, development or improvement is planned, as well as the resulting need to acquire the current or future market.

The Business Angels Network CobinAngels also considers investment projects that need more than PLN 2,000,000 and can, according to their own assessment, report them to the Business Angels of CobinAngels session. In a situation when Business Angels of CobinAngels collect capital lower than the demand for a specific project, then with the consent of Business Angels CobinAngels, the Business Angels Network CobinAngels can use external capital from other private or institutional investors.

8. CobinAngels membership agreement – this agreement authorizes the Business Angel to participate in sessions of CobinAngels Business Angels, invest their own capital in investment projects presented at the Business Angels Angina sessions, use the resources of the Business Angels network CobinAngels, additional services and privileges defined in detail in this agreement; CobinAngels membership agreement takes the form of a membership declaration signed by the applicant (CobinAngels’ potential Business Angel) who, after being accepted by CobinAngels, becomes a CobinAngels member.
9. The capital raising agreement is an agreement between CobinAngels and the Founder of the investment project, defining in particular the principles of cooperation between the Founder from CobinAngels in obtaining the capital of the Business Angel by CobinAngels for the Founder of the investment project.
10. Investment teaser – a document that is a summary of a business plan presenting the most important issues of an investment project.
11. Business plan – a document presenting a detailed description of the investment project.
12. Investment contract – an agreement between the Founder of the investment project and the Business Angel, which defines in particular the financing principles as well as other conditions for the development of the investment project.
13. Investment preferences survey – anonymous questionnaire examining investor tendencies and the scope of investment projects that Business Angels seek.
14. Business Survey – anonymous questionnaire defining the opportunities and resources of the Business Angel and the power of impact in the business environment.

15. Exit from investment – this is an event where either or one of the parties to the investment project (Founder or Business Angel) sells its share / shares / other corporate rights (i.e. bonds convertible into shares) in an entity created for the purposes of (or in connection with) the development of such an investment project or makes a different form of capitalization (monetization) of its involvement in the investment project in the period determined by the Parties.

#### **§ 4**

##### **Scope of responsibility of CobinAngels towards the CobinAngels' Business Angel**

1. CobinAngels brings together the Business Angels Network CobinAngels to enable them to invest in projects seeking financial support, aimed at further development of the investment project.
2. CobinAngels provides the Business Angel of the Business Angels Network of CobinAngels:
  - a) introductory training in investment projects,
  - b) training introducing the CobinAngels Business Angels Network ecosystem,
  - c) access to investment projects,
  - d) careful selection and verification of investment projects,
  - e) preparation of Investment Project Initiators for meetings with Business Angels,
  - f) full set of documents related to investment projects,
  - g) ongoing communication with Business Angels and Founders, all above within the limits and under the rules set out in the Terms of Use and other documents binding parties, and in each case – with confidentiality rules.
3. In addition, CobinAngels may provide a Business Angel of the CobinAngels Business Network, a number of additional services based on individual valuation (based on a separate agreement and separate remuneration):
  - a) may support in establishing contacts with non-CobinAngels investors enabling finalization of capital involvement in the project investment,
  - b) can develop the knowledge of the Business Angel in the field of business, human behaviour and global processes,
  - c) can promote and build the image of the Business Angel,
  - d) can support the Business Angel in the implementation of his / her individual goals,
  - e) can help to ensure security transactions and launched investment projects,
  - f) can help build local and foreign markets,
  - g) can help in building industry human resources for the investment project,
  - h) can help connect the Business Angel with other investors for joint project financing in investment,
  - i) may participate in selected stages of development of the investment project,

- j) can provide additional support service aimed at CobinAngels' Business Angel in monitoring the course of development of the investment project, the planning and the taking important actions oriented to the development of the investment project and increasing its value.
- 4. CobinAngels only creates the conditions for associating the Founders of investment projects with Business Angels, it does not mediate or not participate in discussions or negotiations conducted by these entities (unless otherwise agreed upon a separate agreement).
- 5. All investment decisions made by the Business Angel are his own sovereign business decisions. CobinAngels under no circumstances bears any responsibility for investment decisions of the Business Angel nor for the consequences of such decisions; The Business Angel is fully responsible in this respect.

## **§ 5**

### **Scope of liability of CobinAngels towards the Founder of the investment project**

1. CobinAngels makes an assessment of the investment project in terms of:
  - a) compliance with the accepted standards regarding the templates of documents presenting the investment project, i.e. business plan and investment teaser, after reading the description of the investment project (investment teaser and business plan),
  - b) initial and demonstrative substantive value of the project,
  - c) initial and demonstrative estimation of market demand for solutions being the subject of the investment project,
  - d) other analyses needed for a reliable assessment of the investment project if CobinAngels considers such analyses necessary,
2. The actions described in points a), b), c), d) are taken by CobinAngels with the observance of the confidentiality of data.
3. CobinAngels does not prepare documents describing the Investment Project, and the obligation to create, prepare and develop them is the sole responsibility of the Founder of the investment project. The Founder of the investment project is responsible for the truthfulness, reliability and completeness of the data and information presented in the documents describing the investment project.
4. CobinAngels is not obliged to present detailed results of activities referred to in points a), b), c), d) to the Founder of the investment project.
5. CobinAngels informs the Founder of the Investment Project of the decision whether the investment project presented by him has been qualified for a Session of CobinAngels' Business Angels. Detailed rules for the qualification of investment projects for the Investment Session each time describe the contract for raising capital, including the Founder. In special cases, CobinAngels may provide a detailed assessment of the investment project.
6. If the investment project is selected for the CobinAngels Investment Session, CobinAngels undertakes activities consisting in: a) preparation of the investment session; b) conducting an investment

session with the participation of the Founder of the investment project. c) help in building a business relationship with the CobinAngels' Business Angel in the event of its initial readiness to engage capital in the investment project.

7. CobinAngels undertakes to keep strictly confidential information about the structure, organization and operations, products and methods of operation, customer and employee databases and other commercial, financial, organizational, technical and technological information provided by the Founder under the contract raising capital, on terms specified in the confidentiality agreement concluded with the Founder.
8. CobinAngels may prepare materials describing the investment project in specific cases, upon prior agreement of the Parties and for a separate remuneration agreed with the Founder;
9. CobinAngels does not participate in the negotiations of the Founder of the Investment Project with the CobinAngels' Business Angels and is not responsible for the resulting arrangements between them or for the consequences (consequences) of such negotiations or arrangements. CobinAngels only creates the conditions for associating the Founder of the investment projects with Business Angels, it does not mediate or participate, however, with talks or negotiations conducted by these entities (unless agreed otherwise in a separate agreement).
10. All investment decisions made by the Founder are his own sovereign business decisions. CobinAngels shall in no way bear any responsibility for the investment decisions of the Founder or for the consequences of such decisions; the Investor is fully responsible in this respect.

## **§ 6**

### **Scope of responsibility of CobinAngels in relations between the Business Angel and the Founder of the investment project**

1. CobinAngels can engage in effective communication between the Founder of the Investment Project and the Business Angel CobinAngels in the process of developing the terms of the investment agreement, but does not conduct advisory activities for any of the parties and is not responsible for the consequences of their possible decisions related to the planned investment projects.
2. CobinAngels can participate in negotiating conditions of an investment agreement when CobinAngels has decided to invest its own capital in an investment project and becomes the same party in the contract. In this situation, CobinAngels also does not conduct consultancy activities for any of the parties and is not responsible for the consequences of their possible decisions related to the planned investment project
3. CobinAngels may invest its own funds in investment projects in the situation when the involved Business Angel and the Founder of the investment project agree to it.
4. CobinAngels cannot invest funds in investment projects accepted by him for the CobinAngels' Business Angels Investment Session before the Investment Session. A declaration of the willingness to invest own funds can be submitted by CobinAngels at the earliest Investment Session, but only after

the Presentation of the investment project by its Founder. CobinAngels also cannot book such projects for itself or any other Business Angels before the CobinAngels' Business Angels Session.

5. CobinAngels can support the development of an investment project and involve its financial, human resources, knowledge, experience and contacts, on the basis of a separate agreement and for a separate remuneration.
6. Both the Business Angel and the Investment Project Founder undertake to keep CobinAngels informed on the progress in the process of negotiating the terms of the investment agreement.

## **§ 7**

### **Conditions of participation of the Angel of Business in the Business Angels Network of CobinAngels**

1. The participation conditions (membership) of a Business Angel in the CobinAngels' Business Angels Network of are:
  - a) Signing a confidentiality agreement,
  - b) Signing a membership agreement in which Business Angel declares to invest its own capital in investment projects of its choice,
  - c) Paying the annual contribution membership (the amount and date of payment of the membership fee is indicated in the membership declaration),
  - d) Maintaining a regular communication with CobinAngels.
2. In justified cases, CobinAngels may decide to waive one or more of the participation conditions described above and agree to welcome one as a member of the Business Angels Network of CobinAngels, despite the failure of a Business Angel to meet one or more of the conditions described above.
3. Founders and Business Angels commit to regular communication with CobinAngels until the signing of the investment agreement.

## **§ 8**

### **Confidentiality of data**

1. Every CobinAngels' Business Angel signs a confidentiality agreement with CobinAngels when signing the membership declaration or before participating in the investment session.
2. If the Business Angel of CobinAngels intends to obtain assistance in assessing the investment project from a third party who is not a member of CobinAngels, he has the right to do so only under the condition of concluding a confidentiality agreement with the person guaranteeing confidential information protection not worse than described in a confidentiality agreement concluded by him with CobinAngels.
3. In a situation where a third party referred to in §8, point 2 will decide to invest its financial resources in an investment project, which was previously assessed at the request of the CobinAngels' Busi-

ness Angels before concluding an investment agreement, should become a member of the Business Angels Network CobinAngels. In the event that the person assessing the project makes the investment without taking into account CobinAngels, CobinAngels' Business Angels who has used the assistance of such a person is obliged to cover all costs and payments related to such unauthorized investment.

## § 9

### **Conditions of cooperation of the Founder of the Investment Project with CobinAngels**

1. Conditions of cooperation between the Founder of the investment project and CobinAngels are jointly:
  - a) Signing a contract for raising capital between the Founder and CobinAngels;
  - b) Signing a confidentiality agreement between the Founder and CobinAngels;
  - c) The Founder of the Investment Project presents the project of which he is the author or has full rights to its ownership and resulting profits and decision-making power in the process of its development;
  - d) Handing over to the CobinAngels a full documentation of the project, in particular the investment teaser and business plan, prepared by the Founder;
  - e) When preparing the documentation of the investment project, the Founder of the investment project may use its own model document or use the template of CobinAngels;
  - f) In the absence of relevant data in the investment project documentation, CobinAngels may request its supplementation after determining the extent of missing information;
  - g) The information contained in the project documentation will be reliable, complete, truthful and will present the image of the investment project outlined in accordance with the best knowledge and diligence of the Founder of the Investment Project;
  - h) The detailed rules for the qualification of investment projects for the Session are each time described in the contract for raising capital, concluded with the Founder.
  - i) CobinAngels has the right to reject an investment project after its analysis and not to qualify it for a Session,
  - j) Investment projects that cannot be involved in any cooperation with CobinAngels:
    - i. posing a threat to the natural environment,
    - ii. inconvenient for other CobinAngels' Business Angels or CobinAngels,
    - iii. for which CobinAngels determines that they are competitive against other projects or members of the Business Angels Network of CobinAngels or on which there is a conflict of interest with other projects or members of CobinAngels' Business Angels,
    - iv. contrary to generally accepted moral and ethical standards,
    - v. contrary to the mission, goals and standards of CobinAngels,
    - vi. not approved by CobinAngels for formal and legal reasons.

2. In justified cases, CobinAngels may decide to waive one or several terms of cooperation with the Founder described above and agree to cooperate with the Founder despite the fact that the Founder fails to meet one or more of the conditions described above.

## § 10

### **Principles of conducting the Investment Session of CobinAngels**

1. Investment Sessions are conducted cyclically, and there is at least 6 Sessions a year.
2. A maximum of four investment projects may be presented during each Session.
3. Presented investment projects at the Session correspond to the investor preferences of the majority of CobinAngels' Business Angels, reported in the investor preferences survey.
4. The Session is hosted by a person delegated by CobinAngels.
5. The investment project is presented by the Founder in the form of a 20-minute presentation.
6. During the Session, especially during the presentation of investment projects by the Founders, CobinAngels' Business Angels do not make their declarations of capital commitment, ratings, criticism or praise for these projects. The Session is used to obtain information on the basis of which the Business Angel will later decide on the willingness to read the full documentation of the investment project.
7. Within 7 days from the day on which the Session was held, CobinAngels contacts CobinAngels' Business Angels by e-mail or telephone in order to get an opinion on the Session and inquiries about the willingness to learn the details of investment projects. In a situation when CobinAngels' Business Angels indicate investment projects with which they would like to get to know in more detail in the form of a business plan, then the Founders of these projects are informed about this fact. The next step for CobinAngels is to provide contact details – phone number and e-mail address – to both parties (with their prior consent) to submit a business plan of investment projects and other data needed by CobinAngels' Business Angels to carry out a detailed analysis of these projects. CobinAngels can also be involved in the organization of the meeting of both parties.
8. If the investment in a given investment project is gathering interest of CobinAngels' Business Angels in a number greater than the needs of the Founder of the investment project, the qualification of Business Angels for the development of the investment project is carried out in the course of negotiations between the interested entities – without the participation of CobinAngels (unless all interested parties will seek help from CobinAngels).
9. In the event that CobinAngels provides services for the development of an investment project, it is necessary to conclude a separate agreement specifying the scope of such services and the remuneration due.
10. In the situation when CobinAngels will invest its own capital together with the CobinAngels' Business Angels, CobinAngels will be included in the investment agreement and placed in the structure of the entity set up for the development of the investment project.

## § 11

### **Additional benefits for the CobinAngels' Business Angels**

1. CobinAngels' Business Angels have the right to report to CobinAngels their business needs related to:
  - a) an investment project in which he is involved on an equity basis,
  - b) his own business or his own investment project,
  - c) work he does professionally,
  - d) other area relevant to the Business Angel CobinAngels.
2. In the case of the CobinAngels' Business Angels obtaining help from the CobinAngels related to the areas described in point 1, a)–d), CobinAngels is entitled to remuneration not exceeding 5% of the value of the concluded transaction. The detailed terms of such cooperation may be defined under an additional agreement between the CobinAngels' Business Angels and CobinAngels, the conclusion of which is necessary before the execution of the order by CobinAngels.

## § 12

### **Termination of cooperation**

1. CobinAngels may terminate the cooperation (deprive the member / terminate the contract) with the Business Angel and / or the Founder with immediate effect in case of:
  - a) gross violation of the provisions of the Terms of Use by the Founder of the Investment Project or CobinAngels' Business Angel;
  - b) bringing damage or danger of damage to the property of CobinAngels or another CobinAngels' Business Angels;
  - c) a third party having any claim against CobinAngels in connection with the activity carried out as part of the investment project,
  - d) infringement by the investment projects' Founder or employee or CobinAngels' Business Angels' personal interests of: CobinAngels or another CobinAngels' Business Angel(s) or a Founder of an investment project.
2. The provisions of separate agreements concluded by CobinAngels with Founders / Business Angels may limit, extend or exclude the provisions of paragraph. 1 above.
3. A declaration of termination of cooperation may be submitted by CobinAngels in writing or in electronic form (email).
4. After completing the cooperation, the Investment Projects' Founder or CobinAngels' Business Angels cannot demand reimbursement from CobinAngels for the value and intangible rights brought in during the cooperation.

### **§ 13**

#### **Principles of communication by CobinAngels within the scope of relations between the CobinAngels' Business Angels and the Founder of the investment project**

1. All documents handed to each other by the Founder, CobinAngels' Business Angels or CobinAngels, on the basis of this Terms of Use document, and separate contracts,, are considered delivered if they are sent by mail or in electronic form to the address or email address indicated by the Party.
2. In case of changing any data provided in a detailed personal questionnaire during the cooperation, the Founder of the Investment Project, or CobinAngels' Business Angels is obliged to inform the Parties which it cooperates with within 7 days from the occurrence of the change – on pain of recognition that the delivery made for the previous address (postal or electronic) are effective.

### **§ 14**

#### **Personal data**

1. CobinAngels sp. Z o.o. is the administrator of personal data within the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002, No. 101, item 926, as amended)
2. Personal data of Business Angels / Founders is processed by CobinAngels sp. z o. o in order to provide services for the purpose of archiving, as well as for provision of services by CobinAngels sp. Z o.o. and for the marketing activities undertaken by CobinAngels sp. Z o.o. Personal data of clients / subscribers may be transferred to authorized bodies.
3. CobinAngels sp. Z o.o. ensures the exercise of rights under the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002, No. 101, item 926, as amended), i.e. in particular, enables Business Angels / Founders access to and correction of personal data and the right to object to the processing of data for marketing purposes or to the transfer of them to another data administrator.
4. All correspondence in matters related to the processing of personal data should be directed to the current postal or electronic address of CobinAngels sp. Z o.o

### **§ 15**

#### **Amendment of the Terms of Use**

1. CobinAngels reserves the right to change the content of these Terms of Use.
2. Amendments to the Terms of Use are introduced by the decision of the Board of CobinAngels.
3. CobinAngels will notify CobinAngels' Business Angels at least 14 days prior to the entry into force of the amendments to the Terms of Use. The notification may, for its effectiveness, be sent via e-mail to the address indicated in the application form.

4. In the event of a change to the Terms of Use, CobinAngels' Business Angels has the right to terminate the contract, within 14 days from the date of delivery of the relevant notice on the amended content of the Terms of Use. If the CobinAngels' Business Angels does not submit a statement on the termination of the contract within the period specified in the previous sentence, the provisions of the amended Terms of Use will become binding.

I confirm that I have read and  
accept the CobinAngels Terms of Use.

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Date and signature