

## GRANT AGREEMENT

("Agreement")

This Grant Agreement has been concluded on \_\_\_\_\_ (the "Effective Date") between

**Kulczyk Investments** with its seat at ....., entered into the National Court register maintained by the ....., (the "Investor"),

and

\_\_\_\_\_, a limited liability company (*spółka z ograniczoną odpowiedzialnością*) with its registered office in \_\_\_\_\_, entered into the National Court Register maintained by the District Court of \_\_\_\_\_, \_\_\_\_\_ Commercial Division of the National Court Register under No \_\_\_\_\_, holding tax identification No (NIP) \_\_\_\_\_, share capital \_\_\_\_\_ PLN, represented by \_\_\_\_\_ (the "Company"),

The Investor and the Company hereinafter referred to as the "**Parties**" have entered into the following agreement.

### Recitals

#### WHEREAS:

- The Company intends to participate in InCredibles program created by Sebastian Kulczyk in cooperation with .....(the "**Program**");
- The Company is seeking contacts, knowledge and synergy for the Company, and in particular on \_\_\_\_\_  
(*grant use details, needs and objectives*);  
The Investor is operating *the Program* which is focused on the growth and scaling of the companies;
- The Company hereby represents and warrants to the Investor that:
  - i. *the Company agrees to the Terms and Conditions of the Program (herein as **Appendix 1** to the Agreement) (the "**Terms and Conditions**")*
  - ii. the Company has, in all material aspects, complied with the applicable legislation regulating its business;
  - iii. the execution and performance of the Agreement does not breach any contract or obligation to which Company is a party, does not prevent the execution of any other contract to which Company is a party, does not infringe upon any administrative decision

- or a decision or judgment by a court or tribunal of arbitration that are binding on the Company;
- iv. there are no pending, ongoing and/or, imminent claims, disputes, litigations, arbitration, investigations and/or actions, suits or proceedings in respect of any of the Company which could have the effect of preventing, delaying or otherwise interfering with obligations resulting from Agreement;
  - v. the Company has not been declared bankrupt and no motion to initiate insolvency and/or liquidation proceedings has been filed in respect of any of the Company, nor is any such motion imminent, nor are bankruptcy or composition proceedings (as provided for by the previous legal regime) pending;
  - vi. the Company is not insolvent and is able to meet its financial obligations as they fall due; it has not stopped paying its debts as they fall due within the meaning of applicable insolvency law;
  - vii. no resolution has been passed for the winding up of the Company and no meeting has been convened at which such a resolution is proposed;
  - viii. the Company is not a party to any court proceedings, either as claimant or as defendant, nor is it a party to any enforcement proceedings; and
  - ix. there are no approvals or consents from public, governmental and/or administrative authorities necessary for the authorization of the execution and implementation of the Agreement.
- The Parties agree that at all times during the term of this Agreement, the Company shall continue to be an independent commercial company, and is not authorized as, nor shall be deemed to be an agent, partner, joint venturer, or representative of the Investor. Neither Party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other;

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth or referred to herein, whereas all capitalized terms used but not defined herein shall have the meaning given to them in the Terms and Conditions, and for other good and valuable consideration, receipt of which is hereby acknowledged, Investor and Company mutually agree as follows:

## **§ 1**

### **Subject of the Agreement**

1. On the terms and conditions set out herein as well as in the provisions of the Terms and Conditions the Investor undertakes to grant to the Company a cash contribution amounting to US \$50,000 (the “Grant”).
2. Notwithstanding the above, at any time at the request of the Investor, the Company will provide Investor with the opportunity to complete a financial/business and/or legal due diligence of the Company, in the scope which might have a direct or indirect impact on the Grant and/or the performance of the milestones during the term of this Agreement and/or the accomplishment of the

milestones set out in the Application i.e. the request of the Company to participate in the Acceleration Process within the Program (herein as Appendix 2 to the Agreement) and the milestones described in the KPI plan of the Company (hereto as **Appendix 3** to the Agreement).

3. Investor shall have the right to terminate this Agreement at any time if the due diligence of the Company will be unsatisfactory to the Investor.
4. The Grant shall be paid to the banking account of the Company \_\_\_\_\_ no later than 14 days from the signing of this Agreement. The Investor reserves the right to pay the Grant in installments.

## **§ 2**

### **Use of the Grant**

As stipulated in the Terms and Conditions the Grant will be in its entirety utilized by the Company to achieve the milestones described in the request of the Company to participate in the Program (hereto as Appendix 2 to the Agreement) and in the KPI plan of the Company (hereto as **Appendix 3** to the Agreement).

## **§ 3**

### **Repayment of the Grant**

In the event of use of the Grant on items or services not connected with the Company and/or the KPI's and/or misappropriation of the Grant, the Investor shall have the right to terminate the Agreement upon written notice to the Company. In such case the Company shall be obliged to repay the Grant within 30 (thirty) days following the receipt of such termination notice by the Company. For the avoidance of doubt the non-achievement of the milestones shall not constitute a basis for the repayment of the Grant by the Company.

## **§ 4**

### **Information rights of the Investor**

The Company shall be required to keep the Investor fully informed, as soon as reasonably practicable, of all material matters of which it is or they have become aware relating to the progress of the business from time to time carried on by the Company and shall provide the Investor or their duly authorized representatives or agents with access during normal office hours.

## **§ 5**

### **Term and Termination of the Agreement**

1. This Agreement is concluded for an indefinite period of time.
2. Company may terminate this Agreement, with or without cause, upon 90 (ninety) days' advance written notice to the Investor upon repayment of the Grant, unless otherwise mutually agreed.

## **§ 6**

### **Intellectual Property**

The Parties agree that the Company will be the exclusive owner of any intellectual property that will be produced by it during the term of this Agreement.

### **§ 7**

#### **Marketing and other obligations of the Company**

1. Under this Agreement the Company gives the Investor the right to use Company's name in marketing materials.
2. The Company will be obliged to participate in a workshop(s) with other entities that will be participating in the Program, including but not limited to, London Week (....., 2018) and Graduation Week, ....., 2018.
3. The Company will be obliged during the term of this Agreement from time-to-time upon Investor's notice to participate in events or conferences concerning the Grant or the Program.

### **§ 8**

#### **Notifications**

1. All notices and other information to be made or handled hereunder shall be made in writing under pain of nullity, with signature of the Party or a person representing the Party. The Parties agree that the notification is duly served, depending on the approved form of serving (unless this Agreement stipulates otherwise):
  - a. At the moment of personal service (directly to the addressee or to the person who collects the deliveries in the standard operation of the Party);
  - b. At the moment of confirming the acceptance or refusal to accept the delivery from the courier (by the addressee or the individual who collects the deliveries in the standard operation of the Party);
  - c. At the moment of confirming the acceptance or refusal to accept a registered mail (by the addressee or the individual who collects the deliveries in standard operation of the Party);
  - d. On the expiry date for the second non-delivery notice (*awizo*) for a registered mail;
  - e. At the moment when the email is recorded on the server of the addressee; however, if the day of receipt is not a working day, or if the email is received after 18.00 on a working day, it is considered to have been received on the next working day at 12.00.
2. The Parties agree on the following contact persons and correspondence addresses:

Investor:

..... tel. [ ], email: [ ]

Company: \_\_\_\_\_

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3. Each Party may change its address from time to time, subject to proper notification to other Party the above, otherwise the deliveries made to the previous address shall be deemed valid and effective.

## § 9

### Final Provisions

1. All disputes arising between the Parties in connection with performance of this Agreement shall be solved by good faith negotiation or mediation between the Parties. In the event of failure of such negotiation or mediation, such dispute shall be submitted and finally resolved by a common court competent for the seat of the Investor.
2. Each Party undertakes to keep all information with respect to the contents and performance of this Agreement (the "**Confidential Information**") strictly confidential. The above obligation shall not apply to information which (i) have been made available to the public without infringement of this Agreement; (ii) is known to the Party from other sources without obligation to keep it confidential and without infringement of this Agreement; (iii) are made available to the public upon prior written consent of the other Party. The confidentiality obligation set forth herein shall not disturb either Party to give information to authorized bodies, shareholders of the Company, and to make information available to the public pursuant to the general provisions of the law, as well as shall not disturb either Party to make general information of the Company's actions available to the public. Each party may disclose the Confidential Information to their respective advisors and contractors, provided that such disclosure is necessary for proper performance of this Agreement and provided further that such persons are bound with appropriate confidentiality obligation. This confidentiality obligation shall remain valid for 1 (one) year following the expiry of this Agreement.
3. The costs of tax on granting the Grant shall be borne by the Company.
4. The Agreement shall be governed by and interpreted pursuant to the Polish law. In all matters not covered by this Agreement the provisions of the Terms and Conditions, Polish Civil Code and other relevant Polish law provisions shall apply.
5. All amendments and supplements to this Agreement, as well as any statements, notifications, terminations, shall not be valid unless made in writing.
6. Notwithstanding the foregoing, the Investor may not assign, pledge, or otherwise transfer this Agreement without the prior written consent of the Company, except for transfers to affiliates. The

Company may not transfer to a third party any rights and obligations resulting from this Agreement without the prior written consent of the Investor.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid and/or unenforceable under applicable law, the remainder of this Agreement shall remain in full force and effect. The Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner.
8. This Agreement was executed in 2 (two) copies, one copy for each Party.

This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ 2017.

**On behalf of the Company:**

\_\_\_\_\_

\_\_\_\_\_

**On behalf of the Investor:**

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