

Regulations of UNIQUE RECIPES sp. z o.o.'s Platform regarding sale of the Shares of the Company as part of the crowdfunding offer directed to individual investors.

§ 1. Definitions

Unless it follows otherwise from the content hereof, capitalized terms in these regulations shall have the following meaning:

UNIQUE RECIPES – UNIQUE RECIPES sp. z o.o. (Polish Ltd company) with its registered office in Warsaw at ul. Korotyńskiego 19a/105, 02-123 Warsaw, entered to the register of business entities maintained by the District Court in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000706549, REGON (Stat. Office) no. 368854814, NIP (Tax id) no. 9512450716.

Administrator / UNIQUE RECIPES FINANCE – UNIQUE RECIPES FINANCE sp. z o.o. (Polish Ltd company) with its registered office in Warsaw at ul. Korotyńskiego 19a/105, 02-123 Warsaw, entered to the register of business entities maintained by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000912872, REGON (Stat. Office) no. 389535811, NIP (Tax id) no. 7011045122.

Crowdfunding – shall mean equity crowdfunding, i.e. method of obtaining financing as part of which UNIQUE RECIPES launches a promotional campaign through which an offer is directed to the Investors to purchase Shares in the Company in return for cash payments towards the Shares.

Investor – shall mean an individual, corporate entity, or an organizational unit without legal personality, interested in investing in the Shares of UNIQUE RECIPES.

Payment platform – shall mean a payment institution handling payments made as part of the Platform and used to manage the completed payments, i.e. online payment servicing platform.

Payment account – payment account within the meaning of art. 2 par. 25 of the Polish act of 19 August 2011 on payment services (Journal of Laws of 2014, item 873, consolidated text).

Regulations – shall mean this document regulating the terms and conditions of use and operation of the Platform, rights and obligations of the Administrator and UNIQUE RECIPES.

Platform – shall mean Platform dedicated for subscription for the Shares of the Company, with the domain address elcrem.com.

Company – UNIQUE RECIPES sp. z o.o. (Polish Ltd company), which intends to realize a crowdfunding transaction in order to obtain funding in return for the Shares offered to the Investors.

Shares – shall mean the shares of the Company, both existing as well as newly issued, offered to the Investors in return for funding.

Preliminary Agreement – shall mean the agreement made as part of the equity crowdfunding, by and between the Investor and the Administrator, which regulates the terms and conditions of purchasing Shares of the Company on behalf of the Investor.

Final Agreement – shall mean the Share sale agreement made as part of the equity crowdfunding by and between the Investor and the Administrator, the purpose of which is to transfer the ownership title to the Shares to the Investor.

§ 2. General Terms and Conditions

Use of the Platform shall mean that the user has familiarized himself/herself with and accepted the Regulations and the Preliminary Share sale agreement (Preliminary Agreement), and that he/she consented to the provisions thereof.

Upon acceptance of the Regulations, the Agreement for provision of electronic services is made by and between the Investor and the Administrator.

Use of the Platform shall require that the personal data be provided to the Platform's Administrator, which Investor hereby accepts and to which he/she hereby agrees. Detailed information on processing of personal data has been provided in these Regulations as well as in the Privacy Policy available from the Company's website.

Only persons with full capacity to legal transactions shall have the right to use the Platform. Investor, when starting to use the Platform, represents and warrants that he/she has full capacity to legal transactions and the use of the Platform by him/her shall not violate any third party rights and Investors' obligations under any agreements or legal regulations.

Investor may register with the Platform only on his own behalf or on the basis of authorization by the entity which he represents. If the Investor acts on behalf of a third party, it shall be assumed that he/she holds a legally valid power of attorney to perform the acts on its behalf on the Platform.

Administrator reserves the right to request that the Investor supplements his/her personal data if that is needed for the Platform's functioning or for implementation of the Preliminary Agreement (or the Final Agreement entered into by the parties based on the Preliminary Agreement).

Investor has the right to request "to be forgotten" which shall mean the removal of all computer data containing his/her personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Investor when entering into the agreement for provision of electronic services represents at the same time that:

- he/she familiarized himself/herself with the content of the Regulations, in particular with the part concerning the warning against the risk and fully accepts the content thereof,
- he/she is aware of the investment risk referred to in the Regulations and the Platform,
- he/she meets the conditions as specified in the Regulations, and he/she is joining the Platform voluntarily,
- data provided by him are true and do not violate any third party rights,
- is aware of liability for publishing on the Platform personal data, documents, materials or likeness of third parties without the relevant permission,
- consents to processing of his personal data under the terms and conditions specified in the Polish Act on protection of personal data (consolidated text: Journal of Laws of 2002, No. 101, item 926 as amended),
- he/she agrees to electronic conclusion of the agreement for provision of electronic services and the Preliminary Agreement,

- consents to receiving to the email address provided by him/her the system information as well as other information from the Company and the Administrator, i.e. notices, news on the Company and other,
- undertakes to use the Platform in the manner consistent with the content of the Regulations.

By accepting these Regulations, the Investor undertakes to:

- keep confidential all information, opinions, documents concerning UNIQUE RECIPES, with which he/she familiarized himself/herself through the Platform, which he/she received from the Management of the Company or which he/she received through the Company's blog, or in emails sent in connection with the use of the Platform,
- return, at the request of the Company, all information, opinions, documents concerning the Company which have been made available to him,
- update personal data in the event of any changes in them.

Administrator and UNIQUE RECIPES shall have the right to edit and freely change the files, videos and other material as well as personal data published by themselves on the Platform by correcting, supplementing or deleting the same.

Administrator, acting in agreement with the Company, may unilaterally and without any additional explanations to the Investor, reject the transaction for the subscription for the Shares initiated by the Investor or reduce it by any amount, of which the Administrator shall promptly inform such Investor.

Once the subscription is finalized, upon a demand from an Investor who concluded an investment in the Company Shares, the Company and the Administrator shall order an independent audit office to perform an audit of the Crowdfunding process, payments made and of the allocation of Shares. Report from such audit shall be made available to all the Investors as soon as reasonably possible.

In order to effectively use the Platform, the following is necessary:

- Internet connection,
- use of a popular Internet browser,
- access to an email account.

§ 3. Warning against risk

Warning against risk explains the consequences of investing in companies which are at the initial stage of their development, so called "startups".

Before investing, a prospective Investor should take into account among others that:

- Company is at an early stage of its development, and its plans and intentions presented in the description of the investment may prove to be too ambitious, unrealistic or impossible to perform,
- warranties with respect to the development of the Company and its plans are based on present intentions of the Company, formulated as at the date of publishing of the investment on the Platform. Results of actual actions of the Company, may differ in future from the warranties, and therefore relying by the Investor solely on the warranties made by the Company carries a high risk,
- any and all information, opinions, documents which are included in the description of the investment are confidential. None of the above information, opinions or documents may be copied,

published, disclosed, reproduced or distributed without the prior written consent of the Company, neither shall it be used for the purposes other than investing in the Companies.

It is recommended that the evaluation and verification of the Company should be made after taking advice from a person or persons who hold a valid professional license, ex. investment advisor.

Dissemination of information about the Company published on the Platform in jurisdictions other than Poland may be subject to provisions of law applicable to these jurisdictions and therefore the persons who obtained such information and disseminate it outside Poland, should adhere to these provisions.

Persons who gain access to information included in the description of the investment confirm, that they meet the requirements regulated by the provisions applicable in the jurisdiction to which they are subject to and jurisdiction in which they disseminate such information, in particular that they are investors familiar with the risks associated with investing in companies at an early stage of development.

Company assumes responsibility for information published on the Platform and in the documents attached on the Platform. Company confirms that it has acted with due diligence in order for the information presented on the Platform to be consistent with the actual and legal status of the Company.

Any information concerning the investment published outside the Platform, ex. in social media, does not constitute a part of the description of the investment. Administrator shall not accept any liability for the content published there.

§ 4. Scope of services provided by the Administrator

Administrator shall be the party to all of the agreements, arrangements and relations with the Investors.

Administrator shall act as the investor nominated by the Investors, who shall conclude the Preliminary Agreement, purchase the Shares of the Company at the instruction of the Investors, and who shall undertake any and all necessary formal acts in connection with the Shares held by him.

§ 5. Personal data

By accepting the Regulations, the Investor grants his consent for processing of his Personal data by the Platform's Administrator, in accordance with the provisions hereof until the moment when the Administrator's tasks hereof and based on the Preliminary Agreement are fully completed.

Controller of the personal data shall be the company UNIQUE RECIPES FINANCE sp. z o.o. which shall process the Investors' personal data in accordance with the provisions of law, and in particular with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Polish act of 18 July 2002 on provision of electronic services (Journal of Laws 2001, No. 144, item 1204 as amended).

Controller shall process personal data only within the scope necessary for the activity of the Platform and the correct performance of electronic services, including he shall be authorized to provide the Investors' data to the Company, its associated entities or cooperating entities, as well as to postal and courier operators.

Processing of personal data for the purposes other than specified above, i.e. for the promotional and marketing purposes, shall only be possible with the consent of the Investor.

Investor shall have the right to review his personal data, as well as the right to correct them or demand that they be removed.

Investor shall be obligated to update the personal data provided on the Platform promptly after any changes take place in this respect.

If the Controller has doubts whether the personal data provided by the Investor is correct or up to date, the Controller may call the Investor to immediately remove the incorrect data or to update the same.

Controller may make the Investor's personal data available only to entities authorized under the provisions of commonly applicable laws.

Controller shall act with due diligence when securing data concerning the Investors against the access of third parties, however he shall not be liable for any possible loss of data which occurred without his will or knowledge.

Investor when using the Platform agrees for provision of his personal data to third parties and for processing thereof for the purpose and within the scope necessary for the correct performance of the services provided on the basis of the Regulations.

Platform reserves the right to additionally verify the Investors' data, in particular by verifying information provided when using the Platform by phone or by email.

§ 6. Complaints procedure

Every Investor shall have the right to file a complaint regarding matters concerning the operation of the Platform and the services provided by the Administrator as part of the Platform.

Complaints should be submitted by email to the email address: hello@uniquerecipes.eu or in writing to the address of the Administrator's registered office.

In order for the complaint to be examined, it should include at least:

- reason for the complaint,
- current data of the Investor,
- possible scope of actions which the Investor expects to be taken.

Administrator shall examine the complaint within 30 business days from the date of receipt thereof.

Administrator reserves the right to extend the time limit specified in the subparagraph above in the case where examination of the complaint requires specific knowledge or if there are other obstacles independent of the Administrator.

Moreover the Administrator stipulates that examination of a complaint may require that the Investor shall provide additional explanations. Investor shall be obligated to supplement the complaint within 7 days from the receipt of the request from the Administrator. In the event of ineffective expiry of this time limit, the complaint shall be left unexamined.

Period when the explanations are provided by the Investor shall each time extend the period of examination of the complaint.

When filing a complaint by email, the Investor agrees that the Administrator shall reply to the complaint also in this form. However the Investor may clearly stipulate in the complaint sent by email that he/she expects the reply from the Administrator in writing; he/she shall then indicate the correct address for correspondence.

§ 7. Changes to the Regulations

Administrator reserves the right to unilaterally make changes to the Regulations.

It shall be required that an amendment to these regulations be published on the Platform or at the Company's website and it shall be effective as of the date of publication of a new content of the Regulations of which the Investors shall be notified by the Administrator not earlier than 7 days before the publication and not later than at the date of publication.

In the event where the Investor has not rejected the changes to the Regulations within 14 days, informing the Administrator of the same in writing, it shall be considered that the Investor accepted the changes to the Regulations and shall be bound by them from the date indicated as the date of entry into force of the Regulations.

In the case where the Investor has rejected the changes, the agreement for provision of electronic services shall be terminated as of the date of rejection of the changes.

Regardless of the above, the Administrator reserves the right to change the provisions of the Regulations at any time due to important reasons.

§ 8. Liability

Administrator represents that he acts with due diligence for the Platform to be available without any interruptions and for the Services provided as part thereof to be to the highest possible standard, however the Administrator in particular:

- does not exclude the possibility of temporary suspension of availability of the Platform regardless of a reason, including in particular he reserves the right to temporarily suspend the availability of the Platform in the case where there is a need to conduct repairs or maintenance, improve the Platform or add services, systems servicing this Platform or in connection with the need to modernize or further develop it, without prior notification to the Investor,
- reserves the right to unconditionally temporarily suspend or interrupt the access to the Platform in the cases other than described in the preceding paragraph, including to block the access for selected Investors, selected websites or selected IP addresses,
- reserves the right to unconditionally deny access to the Platform without providing a reason.

With respect to the Administrator's actions described in the preceding paragraph and in these Regulations, the Investor shall not be entitled to any claim for compensation against the Platform, the Administrator or the Company.

In particular, the Administrator and the Company shall not be liable for:

- manner of use by the Investors or third parties of the Platform and the damage following from the same on part of the Investors or the third parties,
- failure on part of the Investor to obtain planned profits from the investment,

- damages incurred as a result of breach by the Investors of third party rights by the use of the Platform, including in particular by breach of personal rights or economic copyright of third parties,

- failure to operate or incorrect operation, in particular, if failure of the Platform to operate or its incorrect operation results from acts or omissions of third parties, force majeure or other events which the Administrator could not have foreseen and which he could not have prevented.

§ 9. Equity crowdfunding activities through the Platform

Obtaining financing as part of Crowdfunding shall be effected in the form of taking up of already issued Shares and new Shares in the Company by UNIQUE RECIPES FINANCE.

UNIQUE RECIPES FINANCE obtains funds to pay up the Shares from the Investors.

Investors do not bear any fees or costs in connection with the operation of the Platform, except for the costs related to the conclusion of the Final Agreement.

At any time after taking up of the Shares in the Company by UNIQUE RECIPES FINANCE, the Investor may demand from UNIQUE RECIPES FINANCE the transfer to Investor of the Shares in the share capital of UNIQUE RECIPES to which he/she is entitled, and UNIQUE RECIPES FINANCE shall have the obligation to comply with such request under the terms and conditions specified herein.

At any time after taking up of the Shares in the Company by UNIQUE RECIPES FINANCE, UNIQUE RECIPES FINANCE may demand from the Investor the transfer to Investor of the Shares in the share capital of UNIQUE RECIPES to which he/she is entitled, and the Investor shall have the obligation to comply with such request under the terms and conditions specified herein.

§ 10. Conducting Crowdfunding activities

Company may end its Crowdfunding activities on the Platform at any time without the need to give a reason for the decision.

Company waives any claims against the Investor with respect to suspension or ending by the Company of Crowdfunding activities on the Platform.

§ 11. Making an investment as part of the Crowdfunding

Any and all information concerning the Company published on the Platform originate solely from the Company.

Investing as part of Crowdfunding by the Investor shall require:

- providing required information,
- concluding the Preliminary Agreement for the purchase of Shares of the Company by and between the Investor and UNIQUE RECIPES FINANCE,
- paying by the Investor of an advance payment with respect to conclusion of the Preliminary Agreement for the purchase of Shares in the Company.

Investor shall have the right to withdraw without the need to provide any reason from the Preliminary Agreement with UNIQUE RECIPES FINANCE within 14 days from the date of payment of the advance payment with respect to the Preliminary agreement. Time limit required for the withdrawal from the Preliminary Agreement shall be deemed adhered to, if the written statement has been sent prior to the expiry thereof by email, to the address: hello@uniquerectipes.eu.

Investor waives any claims against UNIQUE RECIPES and UNIQUE RECIPES FINANCE with respect to investing or failure to invest as part of the Crowdfunding activities.

§ 12. Ending Crowdfunding activities

Crowdfunding activities shall be ended within a time limit indicated by the Company.

Crowdfunding activities may also be ended prior the expiry of the above indicated time limit in the cases where a decision on ending of such activities has been made by the Company.

§ 13. Settlement of the Investors' contributions

Investor shall make the payments towards the Shares in the Company in PLN and EUR through the payment platform administered by the payment institution.

Price for the Share shall be expressed in PLN and may be paid in PLN or EUR at the average exchange rate of the National Bank of Poland as at the date at which the payment system generated a link to the payment at the request of the Investor.

Funds from the Investors' payments, until they are paid out to the Company or refunded to the Investors, shall be deposited at the payment account maintained by the Administrator.

Company shall have the right to receive to its Payment Account the payments made towards the Shares of the Company by the investors within 7 days from the date at which UNIQUE RECIPES FINANCE submitted the offer to take up Shares. UNIQUE RECIPES FINANCE shall buy the Company Shares after the Investors have paid up the minimum number of Shares indicated by the Company.

In the case where the Crowdfunding activities have ended and at the same time as of the end of the activities the minimum number of Shares indicated by the Company have not been paid up, the Investors who made the payments towards the Shares in the Company shall receive the full refund of their payments within 7 business days of the date at which the activities ended through the payment Platform.

In the case where the Crowdfunding activities have ended, and at the same time until the end of the activities the minimum number of Shares indicated by the Company have been paid up, but due to any reason the Shares in the Company have not been taken up by UNIQUE RECIPES FINANCE within 30 business days of the end of the activities, the Investors who made payments towards the Shares of the Company, shall receive refund of their payments within the next 7 business days after the expiry of the said time limit for taking up of the Shares by UNIQUE RECIPES FINANCE, unless the delay was caused by procedural reasons independent of the Administrator and the Company, which are expected to cease to take place within a foreseeable future.

UNIQUE RECIPES FINANCE shall promptly notify the Investors on the conclusion of the transaction or on the refund of their payments, to the email addresses that they provided, indicating the reason for the refund.

Refund of funds to the bank accounts of the Investors shall mean the termination by UNIQUE RECIPES FINANCE of the Preliminary Agreements. UNIQUE RECIPES FINANCE stipulates that the amount of the refund shall be decreased by the costs of administration fees related to the services provided by the Payment Platform.

Refund of the funds paid by the Investors towards the Shares in Company shall be possible only and exclusively in the cases specified herein.

All settlements until the end of the crowdfunding activities shall be made through the Payment Platform.

Investor waives any and all claims against UNIQUE RECIPES and UNIQUE RECIPES FINANCE following from acts or omissions on part of the Payment Platform.

§ 14. Taking up of the Shares

In the event of ending of the Crowdfunding activities, if at the date of ending of the activities the minimum number of Shares indicated by the Company have been paid up, within 7 business days from the date of meeting of the above condition, or at a later date, provided the delay follows from the objective procedural factors independent of UNIQUE RECIPES FINANCE and the Company, UNIQUE RECIPES FINANCE shall submit to the Company a declaration on joining the Company and taking up of the Company's Shares in the number paid up by the Investors and shall pay up the Company's Shares that have been taken up.

Payment for the Shares in the Company shall be made from the Payment Account to the Company's bank account.

§ 15. Transfer of the Shares to the Investor

At any time after the Shares in the Company have been taken up by UNIQUE RECIPES FINANCE, the Investor who entered into the Preliminary Share purchase agreement, may require that UNIQUE RECIPES FINANCE transfer for his benefit the Shares to which he/she is entitled (enter into the Final Agreement).

Request to enter into the Final Agreement, may be submitted by the Investor:

- in writing,
- via e-mail to the address: hello@uniquerecipes.eu.

At any time after the Shares in the Company have been taken up by UNIQUE RECIPES FINANCE, UNIQUE RECIPES FINANCE, who entered into the Preliminary Share purchase agreement with the Investor, may require that UNIQUE RECIPES FINANCE transfer for Investor's benefit the Shares to which he/she is entitled (enter into the Final Agreement).

Request to enter into the Final Agreement, may be submitted by UNIQUE RECIPES FINANCE:

- in writing,
- via e-mail to the address indicated by the Investor.

Within 7 business days from the date of the request to enter into the Final Agreement, UNIQUE RECIPES FINANCE shall advise the Investor on the costs of entering into the Share sale agreement. The costs may only include the costs in relation to the notary's fee with respect to the notarial certification of signatures of the parties on the Share sale agreement as well as the costs of correspondence in relation to conclusion of the said agreement.

UNIQUE RECIPES FINANCE shall be obligated to comply with the request to enter into the Final Agreement within 7 business days from the date of submission of the said request. Complying with the request shall be effected in the form of entering with the Investor into the final Share sale agreement.

Place and date of entering into the Final agreement shall be indicated by the UNIQUE RECIPES not later than 7 business days prior to the expiry of the time limit to enter into this agreement.

Foreign Investor shall send to UNIQUE RECIPES FINANCE for this purpose the power of attorney, certified by the notary in his country of residence, to purchase the Shares in the Company, appointing the person indicated by UNIQUE RECIPES FINANCE. After the Share purchase transaction has been made on the basis of such power of attorney, the Investor shall receive by post or courier service the Share purchase documentation. Costs related to sending the documents abroad and costs of any possible sworn translations, shall be borne by the Investor.

§ 16. Procedure if the ownership title to the Shares has not been transferred

In the case where there is a payment for the benefit of the Investor with respect to the sale of the Company or payment of dividend, UNIQUE RECIPES FINANCE, acting in the best interest of the Investor as understood by the UNIQUE RECIPES FINANCE, shall transfer all amounts due to him to his/her bank account.

In the case where the Management Board of UNIQUE RECIPES recommends to the Company's shareholders a joint sale of the Shares of the Company, entering a regulated market (IPO), or other exit strategy for the Investors, UNIQUE RECIPES FINANCE shall take all reasonable efforts in order to inform the Investors of the same and shall present a description of circumstances in which the Management Board provided such a recommendation, in order to enable the Investors to take an independent decision regarding their further individual course of action.

Notwithstanding that UNIQUE RECIPES FINANCE shall put all reasonable efforts, the Investor needs to be aware that in the case where he/she does not request that the Final Agreement be entered into, or he/she avoids contact with UNIQUE RECIPES FINANCE, the exit strategy for the Investors shall be realized on the basis of the Management Board's recommendation without the possibility on part of the Investor to take independent decision at the key moments related to such exit strategy.

§ 17. Final provisions

Matters not regulated by these Regulations shall be governed by the provisions of the Polish Civil Code and other relevant regulations of the Polish law.

If one of the provisions of these Regulations becomes invalid under the final and absolute court judgement or proves impossible to perform, the other provisions shall remain valid and binding.

Any possible disputes arising in connection with the activity conducted through the Platform shall be subject to the jurisdiction of Polish courts, and the court with jurisdiction to resolve disputes following from the use of the Platform by the Investors shall be the court with jurisdiction over the registered office of the Administrator. Preceding sentence shall not apply to disputes, for which jurisdiction of the court is regulated by the absolutely applicable provisions of law including in matters concerning disputes with consumers.