

Sworn translation from Polish

Translation of a document drawn up on 40 pages. The pages of the document are numbered. The translation complies with the attached source document and is made from a copy.

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Warsaw, January 02, 2024

Regional Court in Warsaw

Al. Solidarności 127
00-898 Warszawa

Claimant: **Piotr Krupa**
PESEL (PERSONAL IDENTIFICATION NUMBER): 70071800999
ul. Hoża 43/49, apt. 163
00-681 Warszawa

Defendants: 1) **Bola Investments Ltd with its registered office in Cyprus**
registration number in the Register of Companies of Cyprus: HE 334845
Chytron 30, office A32
1075 Nicosia

2) **Allegro sp. z o.o. with its registered office in Poznań**
KRS (National Court Register) Number 0000635012
ul Grunwaldzka nr 182
60-166 Poznań

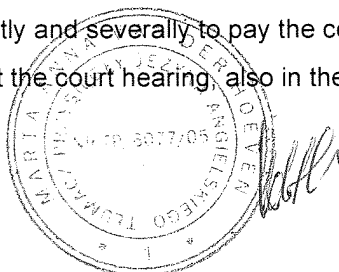
Value in dispute: PLN 68,696,280.00

Court fee: PLN 200,000.00

Complaint for payment together with an application for exemption from the costs of proceedings in their entirety and for a court-appointed attorney.

I. I hereby request:

- 1) Joint and several payment by the defendants to the claimant of **PLN 68,696,279.50** on account of the tort caused to the claimant by depriving him of the benefits resulting from the ownership of shares in eBilet sp. z o.o., which operates the eBilet online ticketing portal, together with the statutory interest due for delay;
- 2) Ordering the defendants jointly and severally to pay the costs of the proceedings;
- 3) Examination of the lawsuit at the court hearing, also in the absence of the claimant.



II. In addition, I hereby request:

4) taking of documentary evidence attached to the content of the statement of claim in order to prove the facts indicated in the statement of reasons;

5) that the defendants be required to provide, pursuant to Article 248 § 1 of the Code of Civil Procedure:

a) the Agreement for the sale of 135,520 shares in eBilet Polska sp. z o.o. of April 19, 2019 concluded between them;

b) the Preliminary Agreement of October 31, 2018 preceding this Agreement, concluded between the same parties;

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c) the Agreement for the sale of 33,880 shares in eBilet Polska sp. z o.o. of September 25, 2020, concluded between Bola Investments Ltd and Allegro.pl sp. z o.o., together with all amendments to the agreements listed under a)–c) (regardless of the name of the amending document), together with all Appendices to these agreements, as well as the taking of evidence from these agreements on the circumstances of their contents, in particular on the circumstances of the sale of shares in eBilet Polska sp. z o.o. to Allegro.pl sp. z o.o., with the awareness of concluding this transaction to the detriment of the claimant, and the fact of supporting with the above-mentioned agreements the tortuous actions committed by S. Matuszewski, M. Matuszewski and M. Przezwański, and also in order to establish the assumption by Allegro.pl of partial responsibility for defects in the object of sale.

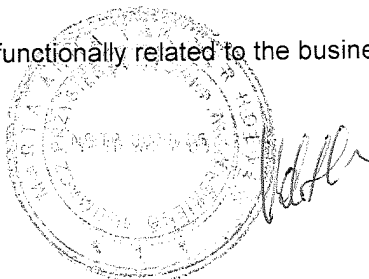
6) obliging the defendants and also eBilet Polska sp. z o.o., pursuant to Article 248 of the Civil Code, eBilet sp. z o.o. (address for service: ul. Mokotowska 57 apt. 9. postal code 00-542 Warszawa), to provide evidence on informing eBilet Polska sp. z o.o. about the conclusion of the agreement of September 26, 2014 between eBilet sp. z o.o. and Bola Investments Ltd – in order to prove that they were an essential part of a pre-planned project aimed at taking the assets of eBilet sp. z o.o. outside Poland to prevent the claimant from recovering its assets, in the event that legal disputes with eBilet sp. z o.o. and its majority shareholders are successfully concluded;

7) fully exempting me from court costs, and also appointing legal adviser Bogudar Kordasiewicz, license number WA - 5201 as an attorney for me (justification attached to the statement of claim).

Statement of grounds

I. Main claim

1 The lawsuit being brought is functionally related to the business of the enterprise in the form of

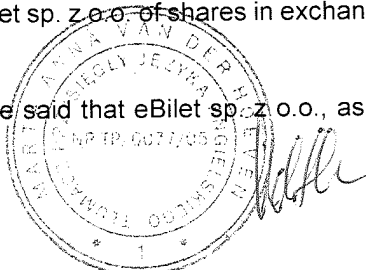


the “eBilet” online ticketing portal.

- 2 The substance of this complaint cannot be understood without getting a sufficiently detailed grasp of the conflict that has been the case for more than ten years between natural persons associated with the online ticketing portal (the claimant on the one hand, and Mr. Stanisław Matuszewski, Mr. Marek Przezwański and Mr. Marcin Matuszewski on the other) and the companies established by the aforementioned persons.
3. As part of the conflict they caused, the natural persons mentioned in the previous point attempted to deprive the claimant of his assets in the form of shares in the company that operates the eBilet portal. That company, prior to the outbreak of the conflict, was eBilet sp. z o.o. The claimant had 29% shares therein. He was also vested with contractually guaranteed controlling rights, according to which neither the company's enterprise nor its basic intangible assets (the “eBilet” trademark and the Internet domain) could be sold without his consent.
- 4 These attempts were made twice by S. Matuszewski and M. Przezwański. The first time by filing a completely unjustified lawsuit for payment of a contractual penalty (case I C 564/10 before the Regional Court in Warsaw).

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- 5 The moment S. Matuszewski and M. Przezwański realized that the I C 564/10 proceedings would end in their defeat, they made another much more deliberate and calculated attempt to deprive the claimant of his assets. As part thereof they carried out several actions of a corporate nature and transnational scope. All these actions were undertaken using a comprehensive, premeditated plan aimed at appropriating shares of Piotr Krupa in the enterprise they were running.
- 6 Under this plan, the company eBilet sp. z o.o. (KRS (National Court Register) Number 0000217316), in which Piotr Krupa also had shares, made a contribution in-kind of the enterprise it ran (as defined by Article 55¹ of the Civil Code) to eBilet Polska sp. z o.o. (KRS (National Court Register) Number 0000496514). This contribution itself was already indicative of invalidity, due to the lack of a valid resolution of the Meeting of Shareholders consenting to the transfer of the enterprise (Article 238 point 3 of the Code of Commercial Partnerships and Companies).
- 7 Afterwards, in several subsequent moves, the shares in eBilet Polska sp. z o.o., acquired for the aforementioned in-kind contribution, were sold to a company established under the law of the Republic of Cyprus – Bola Investments Ltd. in such a way that eBilet sp. z o.o. did not receive any equivalent therefor. Also these actions were characterized by invalidity, due to the fact that the acquisition by eBilet sp. z o.o. of shares in exchange for the contributed enterprise was invalid.
- 8 In a wider context, it should be said that eBilet sp. z o.o., as a result of the committed torts,

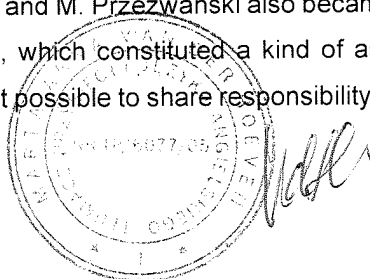


divested itself of an operating enterprise worth millions without any equivalent.

- 9 Shares in eBilet Polska sp. z o.o. (which operates the eBilet Internet ticketing company) were sold in two tranches: the first pool, comprising 80% of all shares in eBilet Polska sp. z o.o., was sold on April 19, 2019 for PLN 96,000,000. The sale of the second tranche comprising the remaining 20% of the shares took place on September 20, 2020. As part thereof, 33,880 shares were sold for PLN 40,000,000.
- 10 Thus, in total, the shares in the company, representing the value of the enterprise, the main component of which comprised the "eBilet" online ticketing portal, were sold for PLN 135,894,000. Of this amount **PLN 68,696,279.50**.
- 11 As it will be deduced below, the actions described in points 3–10 manifested elements of a tortuous act. The defendant was aware of the invalidity of the concluded agreements, as evidenced by the attempt to conceal their contents, and even the parties signing these agreements. This circumstance makes necessary the evidentiary motions included in points 5–6 of the *petitum*.
- 12 The main perpetrators of this tort were: S. Matuszewski, M. Matuszewski, and M. Przezwański. Their liability is based on the legal grounds set out in Article 415 of the Civil Code.
- 13 In contrast, the defendant Allegro.pl sp. z o.o. (hereinafter also "Allegro"), for the torts committed by the aforementioned natural persons is liable as an entity that knowingly benefited from the damage caused and was instrumental in causing it, i.e. under Article 422 of the Civil Code in conjunction with Article 415 of the Civil Code.
14. The defendant's benefit from the results of the tort is clear. On the other hand, as for the assistance that the defendants provided in appropriating and monetizing the claimant's shares, the following manifestations should be noted:

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- Allegro bought the shares in full knowledge that the sale was being conducted fraudulently in violation of Piotr Krupa's rights:
- Allegro deliberately evaded showing the transaction with Bola Investments Ltd, despite being urged to do so by both the Regional Court in Warsaw and the Regional Public Prosecutor's Office in Warsaw:
- At the time of listing the company on the stock exchange, the Allegro Group concealed from Polish investors the defects of the acquisition of shares from Bola Investments Ltd by including the relevant information only in the English language version of the prospectus.
- Allegro evaded showing a due diligence report, which revealed the state of its knowledge, regarding the completed acquisition of shares in eBilet Polska sp. z o.o.:
- S. Matuszewski, M. Matuszewski and M. Przezwański also became parties to the agreements on the sale of shares to Allegro, which constituted a kind of assurance on the part of the defendant and, moreover, made it possible to share responsibility in the event that Piotr Krupa



would raise claims.

- In the correspondence with the press on inquiries regarding the acquisition of shares ensuring the control over the eBilet company, the defendant, by its answers, knowingly misled its interlocutors.
- The assistance provided by Bola Investments Ltd in causing the tort is obvious. It is primarily due to the fact that Bola Investments became a legal person, behind which the main perpetrators of the tort hid (S. Matuszewski and M. Przezwański). Bola Investments Ltd thus took the form of the corporate veil.

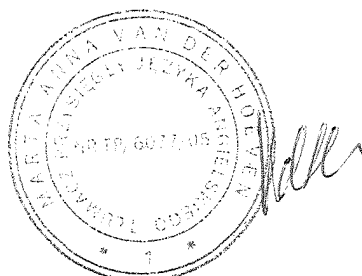
15 All the mentioned elements of the defendant's assistance in the appropriation and sale of shares representing the claimant's rights will be discussed in the following part of the grounds.

II. State of facts

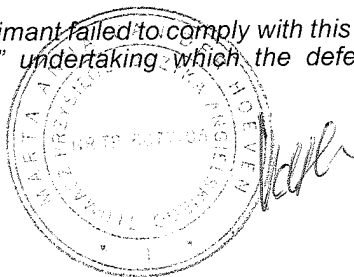
A. The first attempts to appropriate the claimant's shares in the company that operates the eBilet portal

a) Surreptitious procurement of a default judgment in the case I C 564/10

- 16 The claimant is the founder of the eBilet online portal, which he operated and developed in the period 2001–2009 as part of his sole proprietor business activity. In 2009, the claimant undertook economic cooperation with Stanisław Matuszewski and Marek Przezwański, the defendants. As part of this cooperation, the aforementioned persons acquired, through Future Invest sp. z o.o. (KRS No. 0000289753) owned by them, 710 of the total number of 1,000 shares in the company under the business name eBilet sp. z o.o. The claimant contributed to that company an organized enterprise in the form of the eBilet online portal by a contribution in kind, obtaining in return 290 out of a total of 1,000 shares.
- 17 In 2010 Mr. M. Przezwański and Mr. S. Matuszewski deceitfully obtained a judgment in default in favor of Future Invest sp. z o.o., ordering Piotr Krupa to pay the amount of PLN 1,627,500.00 as a contractual penalty (judgment of the Regional Court in Warsaw of October 8, 2010, file ref. No. I C 564/10 – **Appendix No. 1**). The deceit reflected in deliberately providing in the statement of claim an incorrect residence address of the Defendant – Piotr Krupa. Consequently, the claimant in the present proceedings was not aware of the filed statement of claim or of the judgment in default issued in its consequence, which was also provided at the wrong address indicated by Mr. Przezwański and Mr. Matuszewski. In the circumstances stated, the judgment became an enforcement title. *[text continued on the next page]*



- 18 The fact of knowingly misleading the Regional Court in Warsaw as to the address of Piotr Krupa, the defendant in the case with ref. No. I C 564/10, was confirmed by the Court of Appeal in Warsaw adjudicating in that case in the 2nd instance. In the grounds for the judgment of November 28, 2014, file ref. No. I ACa 680/14 (**Appendix No. 2**), the relevant fragment of the grounds of the Court of Appeal read as follows:
- "The claimant was already aware at the stage of filing the statement of claim that the defendant did not reside in the apartment in question at ul. Wilcza (...). Moreover, it is not possible to sanction the disloyal conduct of the claimant who, depending on whether he wants the correspondence to be delivered effectively to the addressee (request for payment), acts with due diligence by sending the correspondence to the known addresses. One cannot resist the impression that the claimant did not intend to effectively deliver the copy of the statement of claim, as otherwise he would have indicated the correct address of residence of the defendant" (see Grounds at p. 19).*
- 19 The manipulation of the address of Piotr Krupa indicated by the Court of Appeal had its reasons. Namely, M. Przezwański and S. Matuszewski were aware that the claim of Future Invest sp. z o.o. lacked any legal basis and were therefore aware that they were not able to win a fair trial with Piotr Krupa, the defendant. The judgment in default was therefore a "path" to carry out unlawful enforcement on the shares held by Piotr Krupa.
- 20 As a result of sending the correspondence to the wrong address, the claimant became aware of the judgment in default given (**Appendix No. 1**) only in the course of enforcement proceedings, after the expiry of the deadline for lodging an objection. However, the Regional Court in Warsaw, by a ruling of April 30, 2012, file ref. No. I C 564/10 (**Appendix No. 3**), restored to Piotr Krupa the deadline for lodging an objection. Afterwards, by a ruling of May 16, 2012, file ref. No. I C 564/10 (**Appendix No. 4**), the Regional Court suspended making the judgment in default of October 8, 2010 immediately enforceable.
- 21 As a result of the examination of the case, the aforesaid judgment in default of October 8, 2010 (**Appendix No. 1**) was repealed, while the Future Invest sp. z o.o. lawsuit was dismissed by the judgment of December 20, 2013, file ref. No. I C 564/10 (**Appendix No. 5**). The Court of Appeal in Warsaw, by judgment of November 28, 2014, file ref. No. I ACa 680/14 (**Appendix No. 2**), also dismissed the appeal filed by Future Invest sp. z o.o., the claimant. As a result, more than four years after the claim was brought and the judgment in default was delivered, the actions of Future Invest sp. z o.o., and in fact of M. Przezwański and S. Matuszewski, proved not only formally unlawful (sending the claim to an incorrect address), but proved, moreover, completely unlawful from a substantive and legal point of view, since the claim pursued before the court simply did not exist.
- 22 The contractual penalty was reserved in case of being in default of the obligation to contribute the entire PMP Systemy Komputerowe enterprise to eBilet sp. z o.o. Future Invest sp. z o.o., however, did not succeed in convincing the Regional Court with regard to Piotr Krupa's defaults in this respect. This idea was expressed as follows by the Regional Court (**Appendix No. 5**):
- "In the view of the Court, the claimant failed to comply with this obligation, failed to indicate even one component of the "eBilet" undertaking which the defendant would have permanently disposed of.*



The Court holds an opinion that it has not been demonstrated that the defendant had the "eBilet" undertaking at his disposal in the course of its business as PMP Systemy Gospodarcze, and indeed all the witnesses unanimously confirmed that the defendant, after the sale of shares, acted solely as president of the management board of "eBilet" for its benefit and not as a person conducting business activity.
In the opinion of Court, the defendant, Piotr Krupa, did not carry out any act contrary to the provisions of § 2 point 3 of the agreement". [text continued on the next page]

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- 23 The Court of Appeal assessed the facts of the case in the same way. In particular, the Court of Appeal indicated (**Appendix No. 2**) that:

"Contrary to the other claims of the claimant, the Regional Court also did not establish that the defendant had made the know-how available to third parties and had managed the funds of eBilet sp. z o.o. company in a manner contrary to the agreement, because it clearly indicated that the claimant did not prove the burden of proof resting with it in accordance with Article 6 of the Civil Code, i.e. **it did not indicate any component of the "eBilet" undertaking which the defendant would have permanently had disposed of** before it was fully transferred to the eBilet company". It has not been shown that the defendant made available the know-how related to the eBilet enterprise to external entities." (see **Grounds pp. 14–15**)

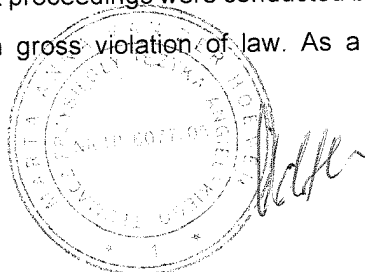
"The arguments of the Regional Court that the provision on the contractual penalty referred to the liability of the defendant – the seller for full transfer of a part of the organized "eBilet" enterprise to the Company **and this obligation was fulfilled by the defendant**, deserve approval.

Very broad considerations supported by the doctrine's standpoint on the application of interpretation in the field of application of the interpretation of declarations of intent of the parties deserve full approval and the Court of Appeal accepts them as its own" (see **Grounds, p. 15, lines 2-7 from the bottom**)

- 24 Irrespective of the deceitful nature of the action shown above in order to obtain a judgment in default and the fact that the lawsuit is completely unfounded, one further circumstance must be emphasized. The defendant in that process, Piotr Krupa, **on November 15, 2010**, filed a motion for restoration of the deadline for lodging an objection against the judgment in default (**Appendix No. 4**). From that moment on, S. Matuszewski and M. Przezwański were aware that the judgment in default of October 8, 2010 might not have remained valid. From that perspective, it is necessary to assess all subsequent actions of those persons, both undertaken in their capacity as natural persons and in their capacity as corporate bodies of companies they managed. There can be no doubt that those actions were carried out in bad faith or that S. Matuszewski and M. Przezwański abused corporate structures in order to disguise behind them.

b) Enforcement proceedings concerning the judgment in default, file ref. No. I C 564/10

- 25 Future Invest sp. z o.o., for which the default judgment of October 8, 2010 was issued in the case with the file ref. No. I C 564/10 (**Appendix No. 1**), immediately commenced its enforcement, using the fact of immediate enforceability of this judgment (Article 333 § 1 point 3 of the Code of Administrative Procedure). The enforcement was carried out on the shares of Piotr Krupa in eBilet sp. z o.o. The enforcement proceedings were conducted by Bogdan Mieczkowski, a bailiff, at an express pace, while with gross violation of law. As a result, the bailiff declared the



acquisition of 290 shares of Piotr Krupa in eBilet sp. z o.o. by Future Invest sp. z o.o. by the ruling of October 18, 2011, case ref. No. KM 220/11 (**Appendix No. 6**).

- 26 The above ruling of the bailiff has **never become final and binding** as a result of repealing the same by the ruling of September 20, 2012, file ref. No. V Cz 1596/12, issued by the Regional Court in Warsaw (**Appendix No. 7**). In the statement of grounds for this ruling, the Regional Court pointed out that the bailiff grossly violated Article 185 of the Code of Commercial Partnerships and Companies by omitting the procedure providing for the court control over the bailiff's actions.

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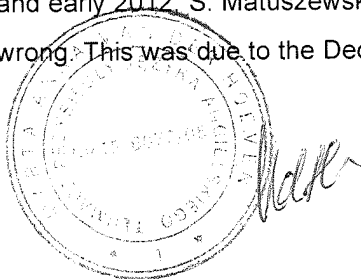
- 27 The failure of Future Invest sp. z o.o. to acquire the claimant's shares on the basis of a non-final order of the bailiff of October 18, 2011 was stated by the Supreme Court in its judgment of October 15, 2020, file ref. No. I CSK 677/18 (**Appendix No. 8**). This ruling has a decisive impact on the legal assessment of subsequent corporate moves regarding the eBilet.pl portal, which will be discussed below. The statement of grounds for the aforementioned judgment of the Supreme Court comprised the following findings:

"Therefore, contrary to what the courts of both instances stated, the problem in the heard case came down to the issue of whether, as a result of revoking the bailiff's decision of October 18, 2011, the effects of the acquisition of shares in the eBilet Company by the creditor were nullified, but whether these effects at all occurred in the face of the bailiff's decision not becoming legally binding. In light of the considerations presented above, the Supreme Court found that in view of the revocation of the bailiff's decision of October 18, 2011, the material effect in the form of the acquisition by Future Invest of shares in the eBilet Company belonging to the plaintiff had not been achieved.

Therefore, the consequences set forth in Article 879 of the Civil Code, which were invoked by the Courts of both instances, i.e. the absence of encumbrances on the acquired item (right), the exclusion of warranty for material defects, the exclusion of objections to the validity of the acquisition, also did not occur. It should be added as well that since the ownership of the shares in the eBilet Company could pass to the buyer only after the bailiff's decision becoming final, it was also only from that moment that the claimant could lose the corporate rights associated with those shares, including the legitimacy to challenge the resolutions" (see the statement of grounds, p. 9 in medio).

c) Case concerning the redemption of shares in eBilet sp. z o.o.

- 28 Initially, the main perpetrators of torts against the claimant believed that the judgment in default of the Regional Court in Warsaw of October 8, 2010 concerning the case with file ref. No. I C 564/10 (**Appendix No. 1**) and its enforcement would result in the achievement of their goal of excluding Piotr Krupa from the Company.
- 29 However, as early as late 2011 and early 2012 S. Matuszewski and M. Przezwański realized that the above assumption was wrong. This was due to the Decision of the Court of Appeal of



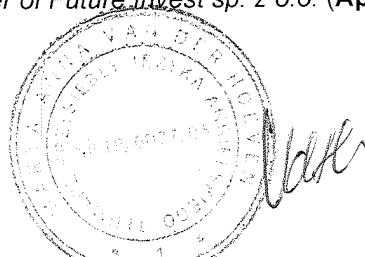
December 2, 2011, file ref. No. ACz 1961/11 (**Appendix No. 9**). This decision concerned the restoration of the deadline for Piotr Krupa to file an objection against the judgment in default of the Regional Court in Warsaw of October 8, 2010 in case with file ref. No. I C 564/10 (**Appendix No. 1**) and the legal effect of the presumed service (fictional service) of the judgment in default of the Regional Court in Warsaw of October 8, 2010 in case with file ref. No. I C 564/10 (**Appendix No. 1**)

30. Namely, the Court of Appeal, in the statement of grounds for its decision of December 2, 2011, with reference to the case law of the Supreme Court, stated that the basic prerequisite for the legal effect of substituted service of a judgment was that the addressee actually resided at the indicated address. Since the address to which the judgment of October 8, 2010 was "served" was the place of business of eBilet sp. z o.o., S. Matuszewski and M. Przezwański were naturally aware that the deadline for filing an objection would be restored. Because, at the same time, they were aware that the claim they brought in the case with file ref. No. I C 564/10 would be dismissed as a result thereof.
31. It was the realization effected in December 2011, that the judgment in default in the case with file ref. No. I C 564/10 and its enforcement would not achieve the intended result, that caused S. Matuszewski and M. Przezwański already in early 2012 to make a new attempt to deprive the claimant of his property associated with the eBilet portal by redeeming shares belonging to Piotr Krupa. *[text continued on the next page]*

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32. This plan was very cleverly constructed. In order to disguise the fact that the essence of the project comes down to the redemption of shares of Piotr Krupa, S. Matuszewski and M. Przezwański decided to redeem all shares owned by Future Invest sp. z o.o.
33. However, the straightforward implementation of this project was not possible. After the illegal enforcement of shares of Piotr Krupa, Future Invest sp. z o.o. owned 100% of the shares in eBilet sp. z o.o. The redemption of these shares would have resulted in eBilet sp. z o.o. being left without shareholders at all, which, as we know, is not possible.
34. Therefore, at the first, preliminary stage, a Meeting of Shareholders was held (March 28, 2012) during which 370 new shares were created, taken up by S. Matuszewski and M. Przezwański as natural persons. This made it possible to make the next key step.
35. It involved the redemption of all shares owned by Future Invest sp. z o.o., and was effected by the resolution of April 27, 2012. According to the perpetrators of the tort, the force of this resolution also extended to the shares belonging to Piotr Krupa.

Evidence: Full extract from the register of Future Invest sp. z o.o. (**Appendix No. 10**)



36. It was only after many years and numerous proceedings that it was legally ruled that the redemption of shares of Piotr Krupa, covered by unlawful enforcement conducted for Future Invest sp. z o.o., was ineffective. On the other hand, the shares acquired by Future Invest sp. z o.o. in accordance with the law were effectively redeemed.

Evidence: *Judgment of the Court of Appeal in Warsaw of March 30, 2021, VII AGa 59/21 (Appendix No. 11)*

37. Although the legal effect of the redemption of shares was never entered in the National Court Register (KRS), there is no doubt that the distribution of shares as a result of the redemption was as follows: eBilet sp. z o.o. had a total of 370 shares, 290 of which belonged to Piotr Krupa, while 370 shares belonged to Marek Przezwański and Stanisław Matuszewski (i.e. 185 shares to each of those aforementioned).

➤ **Appropriation of shares of Piotr Krupa by corporate transformations in Poland around companies related to the eBilet portal**

a) introduction

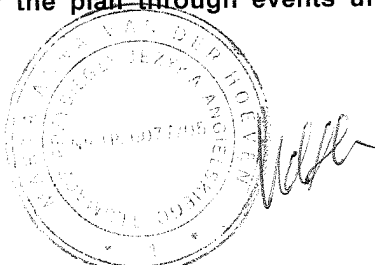
38. At the end of December 2013, it became clear that all previous attempts to “get rid” of Piotr Krupa from eBilet sp. z o.o. would probably be unsuccessful. Such predictions were justified by the judgment of the Regional Court of December 20, 2013, IC 564/10 (**Appendix No. 5**), see above points 22–23). Its statement of grounds was crushing for Future Invest sp. z o.o., the claimant in the proceedings. In particular, the Regional Court argued that there was not a single asset that Piotr Krupa should have, but did not contribute to eBilet sp. z o.o. As a side note, a year later the same opinion was shared by the Court of Appeal in Warsaw. *[text continued on the next page]*

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39. Such an opinion in the statement grounds for the judgment in case I C 564/10 forced S. Matuszewski and M. Przezwański to look for other methods of getting rid of Piotr Krupa from the company.

40. To this end, S. Matuszewski and M. Przezwański, with the support of several law offices, constructed a bold new plan on a grand scale. The plan consisted of several actions taken both in the Republic of Poland and abroad. This plan was a complex, premeditated undertaking, hence, all its elements should be evaluated comprehensively, not in isolation.

b) Implementation of the plan through events undertaken in the Republic of Poland



41 It has already been indicated above that in 2011–2012, the partners S. Matuszewski and M. Przezwański, as managers of the commercial law companies they founded, carried out several moves of a corporate nature, the sole purpose of which was to deprive the claimant in these proceedings of his assets. These moves comprised: **a)** the unlawful enforcement against shares of Piotr Krupa, **b)** an increase in the share capital of eBilet sp. z o.o., and c) the redemption of shares belonging to Future Invest.

42 The aim of these projects was to concentrate all shares in the hands of S. Matuszewski and M. Przezwański. Although this aim was not achieved, as according to the final judgment of the Court of Appeal in Warsaw, both the enforcement and redemption of the shares belonging to Piotr Krupa proved legally ineffective. On the other hand, the redemption of shares belonging to Future Invest sp. z o.o. was effective.

Evidence: *Judgment of the Court of Appeal in Warsaw of March 30, 2021, VII AGa 59/21 (Appendix No. 11)*

43 In view of the deletion of Future Invest sp. z o.o. from the National Court Register (KRS), a discrepancy arose between the actual legal status and that recorded in the National Court Register. According to the actual legal status, the shareholding structure of eBilet sp. z o.o. was developed consisting of 290 shares of Piotr Krupa, and S. Matuszewski and M. Przezwański 185 shares each (see points 36–37).

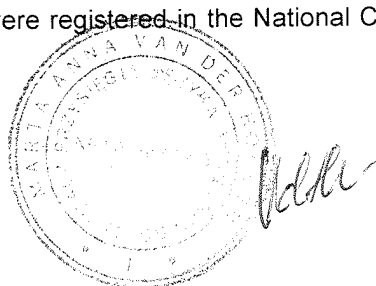
44. On the other hand, in the light of the facts contrary to the law, however entered in the National Court Register, all shares (370) in the company belonged to S. Matuszewski and M. Przezwański (185 shares each of the aforementioned).

45. Such entries in the National Court Register were recorded between 2012 and 2020, when S. Matuszewski and M. Przezwański, in their response to the judgment of the Supreme Court of October 15, 2020, I CSK 677/18, and, moreover, in response to the allegations raised in the proceedings XX GC 611/14, concerning the deprivation of eBilet sp. z o.o. of its assets, began the proceedings to increase the share capital in eBilet sp. z o.o.

46. The last “domestic” move in reference to the shares related to the eBilet online portal was the contribution, in April 2014, of an organized part of the enterprise by eBilet sp. z o.o. to the company as a contribution in kind, which company was named eBilet Polska sp. z o.o. In return for the contribution in kind made, eBilet sp. z o.o. obtained 169,300 shares in eBilet Polska sp. z o.o. with the value of PLN 8,465,000. Including the 100 shares taken up by eBilet in early 2014, 8470 shares in eBilet Polska sp. z o.o. belonged to eBilet – as disclosed in the National Court Register. *[text continued on the next page]*

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47. The changes described here were registered in the National Court Register of eBilet Polska sp. z o.o. on May 14, 2014.



Evidence: Full extract from the National Court Register of eBilet Polska sp. z o.o. (**Appendix No. 12**), Judgment of the Supreme Court of October 15, 2020 I CSK 677/18 (**Appendix No. 8**), Judgment of the Court of Appeal in Warsaw of March 30, 2021, VII AGa 59/21 (**Appendix No. 11**). (full extract from the National Court Register of eBilet Polska sp. z o.o. – **Appendix No. 13**).

48. It is time to for the following partial summary. The following corporate status disclosed in the National Court Register was created upon the transfer of the organized part of the enterprise to eBilet Polska sp. z o.o.: economically, the eBilet online portal was owned by S. Matuszewski and M. Przezwański. In legal terms, both mentioned persons owned the portal “within the chain” of two companies: eBilet sp. z o.o., in which 100% of shares were held by them in equal parts, and eBilet Polska sp. z o.o., in which 100% of shares were held by eBilet sp. z o.o.

49. Relationships resulting from the described changes, according to the status entered in the National Court Register, are shown in the following diagram

• **Situation before corporate changes (as of October 18, 2011)**

[drawing; the text contained therein has been transcribed into the table below and translated]

PL	EN
50% udziałów	50% of shares
Portal eBilet	eBilet online portal

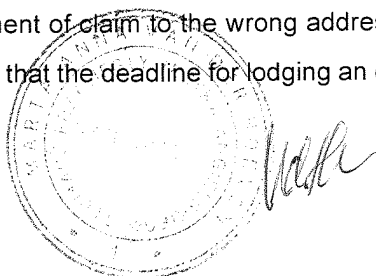
• **Situation after corporate changes (as of May 14, 2014)**

[drawing; the text contained therein has been transcribed into the table below and translated]

PL	EN
50% udziałów	50% of shares
Portal eBilet	eBilet online portal

50 It is interesting to compare the two models presented. As it can easily be seen, they do not differ in anything significant. Both at the starting point, i.e. October 18, 2011, and after the entry of May 14, 2014, the eBilet portal, as an enterprise in the material sense, was economically owned by S. Matuszewski and M. Przezwański. The only difference is that in 2011 the “intermediate” company was Future Invest sp. z o.o., whereas in 2014 the same role was played by eBilet sp. z o.o.

51 It is clear that all the actions set out above had nothing to do with fair economic trade. As already indicated, changes in the shareholding structure occurred as a result of events intentionally aimed at “loss” of Piotr Krupa’s right to shares in eBilet sp. z o.o. through unlawful actions. At the same time, S. Matuszewski and M. Przezwański, who controlled all companies involved (eBilet sp. z o.o., Future Invest sp. z o.o., eBilet Polska sp. z o.o.), were fully aware of the unlawfulness of the actions taken. They knew: **a)** from the very beginning, that they intentionally had sent the unjustified statement of claim to the wrong address; **b)** from November 15, 2010, that Piotr Krupa had requested that the deadline for lodging an objection be restored; **c)** as from



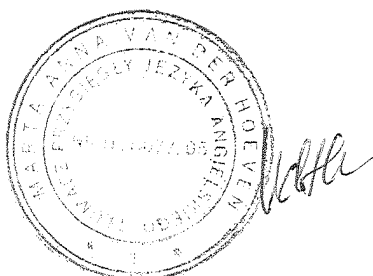
the beginning of November 2011, about the fact that proceedings were pending for annulment of the decision of the bailiff of October 18, 2011, confirming the acquisition of shares in eBilet sp. z o.o. by the Future Invest sp. z o.o. company owned by them (**Appendix No. 6**), finally **d**) from September 20, 2012, that the decision of the bailiff of October 18, 2011 had been repealed (**Appendix No. 7**). The willfulness of the defendants is further evidenced by one telling fact. Future Invest sp. z o.o. did not attach the bailiff's decision of October 18, 2011 to the application filed on October 25, 2011 to register itself as the sole shareholder of eBilet sp. z o.o. This circumstance demonstrates the awareness that the relevant decision could not form the basis for the transfer of shares of Piotr Krupa to Future Invest sp. z o.o. *[text continued on the next page]*

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bb) Events outside the Republic of Poland

- 52 From the point of view of this lawsuit, the following legal events that took place in the Republic of Cyprus and in transactions between Polish and Cypriot entities in 2014 and 2015 are of key importance.
53. In 2014, a commercial company is established in Cyprus under the business name Bola Investments Limited. In the register of Cypriot companies, it is assigned the number HE 334845, with registration date of August 12, 2014. Its share capital amounts to EUR 1,000, is divided into 1,000 shares of EUR 1 each and is covered by cash. The above is confirmed by an electronic report prepared on the basis of the register of Cypriot companies and its certified translation into Polish (**Appendices No. 20 a and 20 b**). Furthermore, these data are confirmed by the Cypriot HE 14 Certificate (Certificate prepared on October 24, 2014 together with a translation into Polish – **Appendices No. 21 a and 21 b**).
54. A little more than one month after the registration of Bola Investments Limited, its share capital is increased to EUR 10,000 by creating 9,000 new shares with a nominal value of EUR 1 each. According to the data from the register of Cypriot companies (HE 14 Certificate), this amendment is made on September 26, 2014 and notified to the register on November 7, 2014 (**Appendices No. 21 a and 21 b**).
55. As it results from the notification made on November 7, 2014 (HE 12 Certificate), shares with a nominal value of EUR 1 were offered to be taken up by eBilet sp. z o.o. at a price of EUR 224 each (HE 12 Certificate drawn up on October 24, 2014, together with a translation into Polish – **Appendices No. 22 a and 22 b**). This means that the share premium was **223 times!** the nominal value of the share. When assessing these numbers, we must not disregard the fact that it is a company registered a few weeks before issuing 9,000 shares and offering them to eBilet sp. z o.o.

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56. eBilet sp. z o.o. covers the price of shares by a contribution in kind with the value of EUR 2,016,000 (HE 12 Certificate together with a translation into Polish – **Appendices No. 22 a and 22 b**). The Cypriot documents do not indicate in detail what the subject of the contribution in kind was.

57. Admittedly, when the new shareholder of eBilet Polska sp. z o.o. was registered in the National Court Register in July 2015, the agreement between eBilet sp. z o.o. and Bola Investment Ltd was not attached to the application filed. In this situation, the registration itself may be surprising, since the applicant did not attach the grounds therefor.

Evidence: National Court Register files, application for entry of Bola Investments Ltd as a shareholder (**Application No. 39**)

58. Nevertheless, the relevant agreement was attached by the defendants for the purposes of the XX GC 223/21 proceedings, as a result of which there is now no longer any doubt that eBilet sp. z o.o. acquired shares in Bola Investments Ltd in exchange for a contribution in kind, the object of which comprised all shares in eBilet Polska sp. z o.o.

Evidence: The Agreement of September 26, 2014 between eBilet sp. z o.o. and Bola Investments Ltd, together with a sworn translation into Polish, certified as a true copy of the original by Mrs. Justyna Burska, attorney of eBilet sp. z o.o. in Dispute XX GC 223/21 (**Appendix No. 14**).

59. The Agreement of September 26, 2014 clearly indicates that the shares in Bola Investments Ltd were sold for EUR 2,016,000, consisting of a nominal price of EUR 9,000 and a share premium of EUR 2,007,000 (**see Appendix No. 14 point 2**).

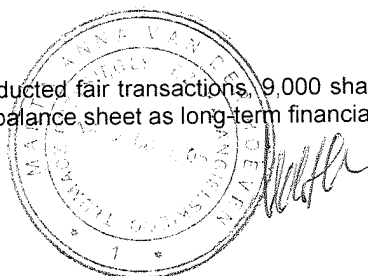
60. The situation of Bola Investments Ltd after the share capital increase in September 2014 is shown in the following graph.

[drawing; the text contained therein has been transcribed into the table below and translated]

PL	EN
Majątek i udziałowcy Bola Investments Ltd	Assets and shareholders of Bola Investments Ltd
Stan na koniec września 2014 r.	Status at the end of September 2014.
1000 udziałów	1000 shares
1000 EUR	EUR 1000
100% udziałów w eBilet Polska sp. z o.o.	100% of shares in eBilet Polska sp. z o.o.
9000 udziałów	9000 shares

61. It should be stressed that in the financial statements of eBilet sp. z o.o. for 2014 and 2015 **no values which could have been an equivalent of the contribution in kind made to Bola Investments Ltd were disclosed**. In particular, there is no slightest trace of 9,000 shares with the declared value of EUR 2,016,000¹ (**see Appendices No. 22 a and 22 b**). *[text continued on the next page]*

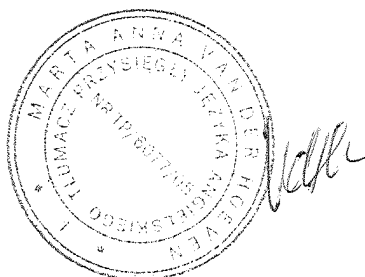
¹ Had eBilet sp. z o.o. actually conducted fair transactions, 9,000 shares worth more than EUR two million should have been shown in its balance sheet as long-term financial assets.



62. From the point of view of this lawsuit, two successive steps **made** in the Republic of Cyprus are fundamental. The first of them takes place on November 10, 2014, i.e. only **three days** after notifying eBilet sp. z o.o. to the Cypriot register of companies as a shareholder in Bola Investments Ltd. Namely, as it results from the electronic report (**Appendices No. 20 a and 20 b**) as well as from the attached HE 57 certificate submitted in the register of companies in Cyprus (**Appendices No. 23 a and 23 b**), it is precisely on November 10, 2014 that eBilet sp. z o.o. transfers the shares which have been just taken up in Bola Investments Ltd to another company with its registered office in the Republic of Cyprus – Tardasmp Ltd.

Evidence: *Agreement between eBilet sp. zoo and Tardasmp Ltd sp. z o.o. of November 10, 2014 (Appendix No. 15)*

63. Interesting is the fact that eBilet sp. z o.o. is a 100% shareholder of Tardasmp Ltd. This results from the financial statements of eBilet sp. z o.o. for 2015 (**Appendix No. 16**, p. 23, point 25).
64. An important indication explaining the essence of this transaction are the reports of eBilet sp. z o.o. It should be stressed that the reports on activities for 2014 and 2015 do not include either information on taking up shares in Bola Investments Ltd by eBilet sp. z o.o., or the information on selling these shares to Tardasmp Ltd. Moreover, as it will be stated, no other assets with the value close to EUR 2,016,000 are disclosed in the reports of eBilet sp. z o.o. either in 2014 or in 2015.
65. In addition, it is worth noting a significant thing. Namely, eBilet sp. z o.o. made a contribution in kind to Bola Investments Ltd in the form of shares and received shares in that company on September 26, 2014. However, disclosure of Bola Investments Ltd in the Polish register as a shareholder of eBilet Polska sp. z o.o. took place only on July 28, 2015 (**Appendix No. 13**, entry No. 6).



66. Similarly, it is worth mentioning that only on January 2, 2015 the transaction of November 10, 2014, under which the Cypriot company Tardasmp Ltd acquired shares in Bola Investments Ltd from eBilet sp. z o.o., was notified in the register of companies in Cyprus. This results from the HE 57 certificate (**Appendices No. 23 a and 23 b**). In no case is this date accidental. It should not escape anyone's attention that, in the case of unfair transactions, such postponement of the notification date makes it easier to explain why there is no trace of the transaction in the financial statements of eBilet sp. z o.o. comprising the divestment of shares in Bola Investments Ltd, taken up on September 26, 2014 for the contribution in kind. At the same time, postponing the disclosure of the transaction in company documents (in particular in the financial statements) to the next year makes it easier to hide it from the interested parties.

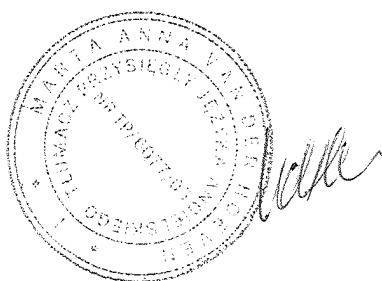
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[drawing; the text contained therein has been transcribed into the table below and translated]

PL	EN
Majątek i udziałowcy Bola Investments Ltd	Assets and shareholders of Bola Investments Ltd
Stan po darowiznie z 10 listopada 2014	Status after the donation of November 10, 2014
1000 udziałów	1000 shares
1000 EUR	EUR 1000
100% udziałów w eBilet Polska sp. z o.o.	100% of shares in eBilet Polska sp. z o.o.
9000 udziałów	9000 shares

67. However, the events which took place in the late winter of 2015 are the most important from the point of view of this action. Here, on March 4, 2015 and so two months after the notification of Tardasmp Ltd as a shareholder of Bola Investments Ltd, a special **resolution is passed to reduce the share capital of Bola Investments Ltd to EUR 1,000, by redeeming 9,000 shares owned by Tardasmp Ltd** (Resolution of March 4, 2015. together with a translation into Polish - **Attachments No. 24 a and 24 b**). Pursuant to point 5 of that resolution, it was decided that for these redeemed shares Tardasmp Ltd would be paid their **nominal value – i.e. EUR 9,000**.
68. The resolution of March 4, 2015 was approved by the Decision of the District Court in Nicosia of April 6, 2015 (see the decision of April 6, 2015, together with a translation into Polish – **Appendices No. 25 a and 25 b**). Based on this Decision, it was stated that the share capital of Bola Investments Ltd is EUR 1,000 and it is divided into 1,000 shares of EUR 1 each. The sole shareholder of the company after reducing the share capital is Brandalico Ltd. The above amendment was shown in the register of companies on April 21, 2015 (electronic report together with a translation into Polish – **Appendices No. 20 A and 20 b p 3**).
69. After the change involving the redemption of shares, the assets and shareholders of Bola Investments Ltd were as follows:

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75. Under the performance of the Preliminary Agreement of October 31, 2018, Bola Investments Ltd and Allegro.pl sp. z o.o. concluded, on April 19, 2019, a Share Sale Agreement (hereinafter referred to as the Share Sale Agreement of April 19, 2019). It is characteristic that, in addition to the buyer and the seller, the signatories of the Share Sale Agreement of April 19, 2019 were also Stanisław Matuszewski, Marek Przezwański and Marcin Matuszewski. Moreover, they all signed the agreement twice: once as natural persons and again as representatives of Bola Investments Ltd.

Evidence: the Share Sale Agreement of April 19, 2019, as filed with the National Court Register (Appendix No. 18), the evidentiary motion contained in points 5 and 6 of the petition, obliging the presentation of the relevant Agreement, with appendices, as well as the appendices to the Preliminary Agreement of October 31, 2018 and the documents amending both Agreements.

76. Pursuant to the Share Sale Agreement of April 19, 2019, Allegro.pl sp. z o.o. acquired 80% of shares in eBilet Polska sp. z o.o. (evidence: full excerpt from the National Court Register regarding eBilet Polska sp. z o.o. – **Appendix No. 13**, entry No. 14). For those shares, it paid the price of PLN 95,894,000.00 (see: Report of the Management Board of Allegro.pl sp. z o.o. on activities for 2019 – **Appendix No. 19 a** and the Financial Statements of Allegro.pl sp. z o.o. for 2019 [extract] – **Appendix No. 19 b**). At the same time, the Agreement of April 19, 2019 reserved the option to buy the remaining 20% of shares for the price specified therein. Importantly, the listed options could be exercised between 2020 and 2026.

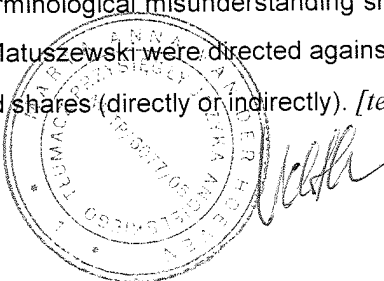
Evidence: Allegro Financial Statements for 2019 – Attachment No. 19 b p 43. Agreement of April 19, 2019 – as per the evidentiary motion in the petition).

77. In September 2020, another agreement was concluded between the defendants. At that time, Allegro sp. z o.o. was just about to be listed on the Warsaw Stock Exchange. Arguably, this circumstance became the impetus for purchase by Allegro.pl sp. z o.o. of the remaining shares in eBilet Polska sp. z o.o. earlier than provided for in the Agreement of April 19, 2019. Under the Agreement of September 25, 2020 Allegro.pl sp. z o.o. acquired 33,880 shares, purchased for **PLN 40,000,000.00**. Thus, in total, Allegro.pl sp. z o.o. acquired all shares in eBilet Polska sp. z o.o. for **PLN 135,894,000.00**.

Evidence: Excerpt from Allegro Eu's consolidated annual report (Appendix No. 26 a); Agreement of April 19, 2019, as requested in points 5 and 6 of the petition. Agreement of September 25, 2020 as per the motion included in points 5 and 6 of the petition: Confirmation of acquisition of shares of September 25, 2020 between Bola Investments Ltd and Allegro.pl sp. z o.o. with signatures certified by Małgorzata Zwierzchowska, a notary in Warsaw (Appendix No. 26 b).

➤ Appropriation of the assets of Piotr Krupa – structural details

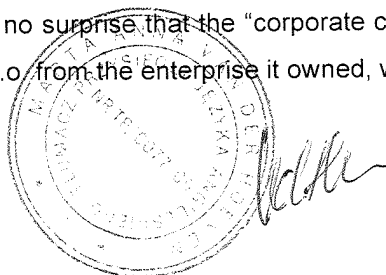
78. As a preliminary step, a possible terminological misunderstanding should be clarified. Technically, the torts of M. Przezwański and S. Matuszewski were directed against eBilet sp. z o.o., in which the aforementioned persons always held shares (directly or indirectly). [text continued on the next page]



- 79 However, the above does not change the fact that both S. Matuszewski and M. Przezwański were beneficiary owners of the transactions with Allegro.pl sp. z o.o. This circumstance makes it clear that the benefits obtained by the claimants in these proceedings as beneficiary owners of the actual transactions with Allegro.pl sp. z o.o., significantly exceeded the losses that S. Matuszewski and M. Przezwański could have incurred as shareholders of eBilet sp. z o.o.
- 80 As a result of the aforementioned dependency, the only person who was expected to lose from the so-called capital transformation was Piotr Krupa. This was due to the fact that Piotr Krupa was the sole shareholder of eBilet sp. z o.o., who was not to participate in the profits from the sale of shares representing the value of the company running the eBilet portal (an enterprise within the meaning of Article 55¹ of the Civil Code).

➤ **“Restructuring” carried out by the claimants – basic features**

- 81 The so-called “capital transformations” related to the eBilet portal consist of four basic moves **aa)** the contribution of an enterprise (within the meaning of Article 55¹ of the Civil Code) in the form of the eBilet portal to eBilet Polska sp. z o.o.; **bb)** contribution by eBilet sp. z o.o. of shares in eBilet Polska sp. z o.o. to Bola Investments Ltd. in exchange for shares in Bola Investments Ltd. **cc)** contribution by eBilet sp. z o.o. of shares in Bola Investments Ltd (acquired in exchange for shares in eBilet Polska sp. z o.o.) to the Cypriot law company Tardasmp Limited, **dd)** redemption by Tardasmp Ltd of shares in Bola Investments Ltd at their nominal value.
- 82 It should be emphasized that the assessment of the “corporate changes” made by S. Matuszewski and M. Przezwański in the second half of 2014 and early 2015 can be carried out correctly only if it is not limited to a separatist analysis of each of the legal events described in point 18 under **aa)–dd)**, but, on the contrary, it will be holistic in nature.
- 83 Indeed, there is no doubt that each of the legal events described above in point 18 under **aa)–dd)** were elements of a single whole worked out well in advance. This means that the in-kind contribution of the eBilet enterprise to eBilet Polska sp. z o.o. was made for the purpose of transferring the shares in eBilet Polska sp. z o.o. acquired in exchange to Bola Investments Ltd.
- 84 Thus, the plan worked out in advance was for eBilet sp. z o.o. to transfer its shares in Bola Investments Ltd to Tardasmp Limited, as well as their final redemption. This final redemption, in turn, was intended to “break” the relationship between “eBilet” sp. z o.o. and the “eBilet” enterprise (portal).
85. In this regard, it should be noted that all four legal events indicated in **18aa–dd)** occurred between entities fully controlled by S. Matuszewski and M. Przezwański. Thus, none of the operations must be treated as transactions at arm's length, concluded between independent entities. Under these circumstances, it should come as no surprise that the “corporate changes” ultimately consisted in the dispossession of eBilet sp. z o.o. from the enterprise it owned, without any equivalent.



➤ **Contribution in kind of the eBilet enterprise (portal) to eBilet Polska sp. z o.o.**

86. Already the first stage of "restructuring" involving the in-kind contribution of the enterprise to eBilet Polska sp. z o.o. was carried out defectively. Namely, in view of the determination of invalidity of Resolution No. 1 of the Extraordinary Meeting of Shareholders of April 29, 2014 (see the judgment of the Court of Appeals in Warsaw of March 30, 2021. VII AGa 59/21 [**Appendix No. 11**]) the sale of the enterprise operated by eBilet sp. z o.o. was made without the required consent of the Meeting of Shareholders. The validity of the contribution of the "eBilet" portal to eBilet Polska sp. z o.o. is the subject of a dispute before the District Court in Warsaw under case number XX GC 81/15.

➤ **Transaction between eBilet sp. z o.o. and Bola Investments Limited (second stage of restructuring)**

87. On September 26, 2014, an agreement is concluded (**see Appendix No. 27**), under which eBilet sp. z o.o. contributes 100% of the shares in eBilet Polska sp. z o.o. to Bola Investments Limited. In return, it receives 9,000 newly created shares in Bola Investments Ltd. with an issue value of EUR 1 each. When allocating these 9,000 shares of eBilet sp. z o.o. a share premium of 223 times the value of the shares was applied. With this move both benefits were "balanced" at EUR 2,016,000 and the amount of EUR 2,007,000 on the side of the benefit contributed by Bola Investments Ltd was reported as a share premium (*aggio*).

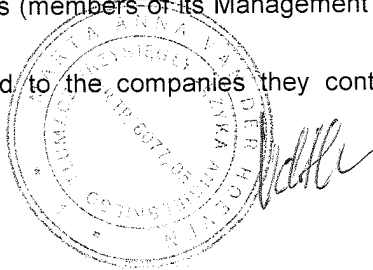
88. Already the transaction of September 26, 2014 was extremely unfair, since within a month of incorporation, Bola Investments Ltd's operations could not result in the creation of values that would justify any "share premium for the newly created shares, and even less so for a premium of EUR 2,007,000.

➤ **Claimants' position on the equivalence of restructuring transactions**

89. S. Matuszewski and M. Przezwański, behind eBilet sp. z o.o., claim that all transactions undertaken as part of the restructuring were equivalent. In the Company's application for discontinuance of proceedings (**Appendix No. 28. pp. 17–18**), this thought was framed as follows:

[page 19 of 20][a scan attached to the document with the following text: Further analyzing the facts disclosed in the case in the context of the elements of the offense under Article 296 of the Criminal Code, it should be pointed out that all (and the above-described) actions, taken by persons dealing with the Company's financial affairs (members of its Management Board) were clearly equivalent in nature.

In return, assets were contributed to the companies they controlled, i.e. first the enterprise



contributed to Ticketstock Sp. z o.o. (later: eBilet Polska Sp. z o.o.), shares in eBilet Polska Sp. z o.o. to Bola Investments Ltd. and finally shares in Bola Investments Ltd. to Tardasmp Ltd. This is because the company received full corporate (ownership) rights in the company to which it sold its assets.

As also indicated above, this equivalence is not disturbed by the fact that the nominal value of the shares in the share capital of the companies sold by the Company, consecutively: eBilet Polska Sp. z o.o., Bola Investments Ltd. and Tardasmp Ltd. was lower than the market value of the Company's enterprise contributed in kind. This is because the nominal value of the shares is merely an accounting entry. In contrast, the market value of the shares depends on the value of the company over which the shares give control. This control, in turn, remained unchanged as a result of the in-kind contributions described above.

Thus, the above-described actions taken by the Company's Management Board, as constituting the so-called step-ups which are the most common form of restructuring of the capital group in the market, were equivalent in nature and economically neutral for the Company.

Further restructuring actions involved Cypriot companies: Bola Investments Ltd. and Tardasmp Ltd. and were taken in Cyprus, in accordance with the laws in force there and by Cypriot directors.

However, from the point of view of these proceedings, it is important that these actions were not taken on behalf of the Company or by persons obliged to deal with the Company's financial affairs (members of its Management Board). Thus, they certainly cannot be considered elements of the offense under Article 296 of the Civil Code.]

90 As can be seen from the quoted passage, the equivalence of the transaction is not disturbed by the fact that the nominal value of the shares is lower than the market value of the contributed enterprise. This is, according to S. Matuszewski and M. Przezwański, because the nominal value "...is merely an accounting entry". In contrast, the market value of the shares depends on the value of the company over which the shares give control. The in-kind contributions (consecutively to Bola Investments and to Tardasmp Limited) did not change the substance of this control (see paragraphs 2 and 3 of the quote pasted in the previous point).

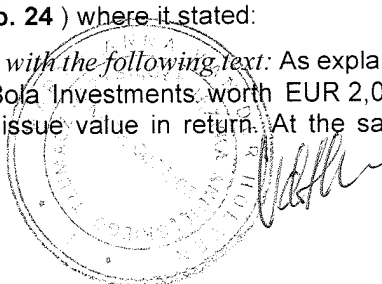
91 The views regarding the equivalence of concluded transactions, presented by S. Matuszewski and M. Przezwański in the application for discontinuance of the proceedings PO III Ds 175 2019, were shared by the prosecutor investigating the case. This was reflected as follows in the wording of the Decision on the Discontinuance of the Proceedings of August 8, 2022 (**see Appendix No. 29, p. 23**):

[a scan attached to the document with the following text: It should be noted that eBilet Sp. z o.o., as a result of its in-kind contribution to Bola Investments Limited, received the equivalent of shares in that company. In particular, eBilet Sp. z o.o. had the right to appoint, dismiss and control the management board – it obtained all corporate rights, including the right to appoint members of the company's management board. An analogous situation applied to another company, i.e. Tardasmp Limited. In the same way, it cannot be considered that the elements of the offense under Article 296 § 1 and 3 of the Criminal Code were exhausted.]

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92. An identical position was taken by the Fiscal Control Office in its Inspection Findings of September 8, 2020 (**see Appendix No. 30. p. 24**) where it stated:

[a scan attached to the document with the following text: As explained by the Company on July 24, 2020, it contributed shares in Bola Investments worth EUR 2,016,000 and received shares of Tardasmp Limited of the same issue value in return. At the same time, the Company had no



information regarding the assets of Tardasmp Limited. The Company, as a shareholder of Tardasmp Limited, had the right to control the activities of this company, including those relating to the possible disposition of shares in Bola Investments. The Company, as a shareholder, also had the right to appoint, dismiss and control the management board of Tardasmp Limited

As explained on July 24, 2020, by the time of liquidation, no other shareholders had joined Tardasmp Limited, nor had the shares held by Tardasmp Limited in Bola Investments been accepted by another entity. Due to the fact that Bola Investments became the owner of eBilet Polska shares, eBilet had no formal right to manage the shares in eBilet Polska. However, due to the fact that the shareholder of Bola Investments was Tardasmp Limited, in which the Company held the shares, the Company had an indirect influence on the actions taken at eBilet Polska resulting from its corporate powers and the corporate regulations applicable to it.

As explained on July 24, 2020, as a result of restructuring activities, the control over Bola Investments and, consequently, eBilet Polska was retained by the Company's shareholders, i.e. Mr Marek Przezwański and Mr Stanisław Matuszewski. They acted through an entity acting as a custodian./

93. The above position, presented by S. Matuszewski and M. Przezwański and adopted as their own by both the investigating prosecutor of the District Prosecutor's Office and by the Fiscal Control Office, will be confronted below with newly obtained evidence. In particular, the subject of this confrontation will be the claim that the equivalence of transactions was maintained through ensuring corporate-type control over Bola Investments Ltd and Tardasmp Limited.
- 94 Somewhat parenthetically, it is worth noting that the sole source of knowledge relied on by both authorities were the explanations of S. Matuszewski and M. Przezwański acting on behalf of the Company. (for the Fiscal Control Office see excerpt quoted above at point 92; for the prosecutor's position, see **Appendix No. 29. pp. 12–20**).

➤ **The essence of the fraud committed by the claimants.**

- 95 Although, in fact, the issue is much more complex. For the purposes of the claim filed, let us accept the claim of S. Matuszewski and M. Przezwański that the equivalence of the transaction of contributing an enterprise to a company in kind in exchange for shares in that company is determined not so much by the correspondence of the nominal value of the shares with the market value of the enterprise, but by the possibility of exercising the control over the company to which the enterprise was contributed.
- 96 In the circumstances of this case, that company is eBilet Polska sp. z o.o. Thus, verification of the equivalence of the transactions entered into and their transparency requires tracing the issue of control over eBilet Polska sp. z o.o. in light of the transactions made by the claimants. *[text continued on the next page]*

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- 97 It should be said that in connection with the acquisition by eBilet sp. z o.o. of shares in eBilet Polska



sp. z o.o. in exchange for a contribution in kind in the form of an enterprise (the eBilet portal), there were two more transactions in the field of share trading and another corporate operation in the form of annulment of shares (their redemption).

- 98 As already raised (see points 54–56 and 87–88), in the first of these transactions, eBilet sp. z o.o. contributed shares in eBilet Polska to Bola Investments Limited, in exchange for 90% of the shares in Bola Investments Ltd. In accordance with the convention promoted by the claimants in examining the equivalence of the transactions, we shall focus solely on the issue of the ability to control eBilet enterprise.
- 99 It must be admitted that after the contribution of shares to Bola Investments Ltd. eBilet sp. z o.o. retained control over eBilet Polska sp. z o.o. The only thing that changed was that the chain leading to the exercise of this control extended by one link. Before the contribution of shares to Bola Investments Ltd., eBilet sp. z o.o. exercised this control directly. After the transaction with Bola Investments Ltd. concluded on September 26, 2014, the shares acquired in this company by eBilet sp. z o.o. (90% of the shares) allowed direct control of Bola Investments Ltd. In turn, since Bola Investments Ltd received 100% of the shares in eBilet Polska sp. z o.o., it is justified to say that after the agreement of September 26, 2014 eBilet sp. z o.o. indirectly controlled (through Bola Investments Ltd) eBilet Polska sp. z o.o. However, such a state of affairs lasted for a very short time.
- 100 The control over the company (eBilet portal) after the Agreement of September 26, 2014 with Bola Investments Ltd was therefore as follows:

[graphic]

- 101 At this point we leave the following question unanswered: **what interest did eBilet sp. z o.o. have in converting the direct control it enjoyed – to indirect control?**

➤ Agreement between eBilet and Tardasmp Limited

- 102 On November 10, 2014, i.e. just 6 weeks after the signing of the agreement between eBilet sp. z o.o. and Bola Investments Ltd, another agreement is concluded. This time the contractor of eBilet sp. z o.o. is the Cypriot law company Tardasmp Ltd. It is a wholly-owned subsidiary of eBilet sp. z o.o. as can be seen from the 2014 and 2015 financial statements of eBilet sp. z o.o. (see **Appendices 31 and 32**, in both reports Additional information and explanations, point 4 Long-term investments).
103. The content of the agreement of November 10, 2014 is very short. Pursuant to it, eBilet sp. z o.o. transfers to Tardasmp Ltd the 9,000 shares acquired in Bola Investments Ltd (those which provided indirect control over the “eBilet” portal – see the graph in point 100). In return, it receives 9,000 newly created shares of Tardasmp Limited. The reported Agreement form **Appendix No. 15**. *[text continued on the next page]*



104. As can easily be seen, the contribution by eBilet of shares in Bola Investments to Tardasmp Limited extended the "chain of control" over eBilet Polska sp. z o.o. by one link. This relationship is shown in the graph below:

[graphic]

105 Despite the addition of one chain link on November 10, 2014, it was still reasonable to claim that eBilet sp. z o.o. indirectly controls the company eBilet Polska sp. z o.o., to which the enterprise in the form of the eBilet portal was contributed in kind. However, this state of affairs also did not last long. The loss of the control analyzed here occurred in a few months, in March 2015 (see points 114 et seq.)

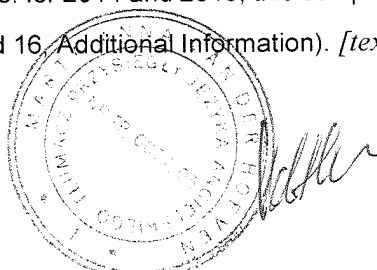
➤ **The problem of equivalence of the agreement between eBilet and Tardasmp Limited**

106 On the surface, the benefits of both parties are equivalent. Indeed, the shares contributed by each party have a nominal value of EUR 1. They also have a share premium of 223 times their nominal value (**see Appendix 15 for this information**). However, such a voluntaristic construction of a mathematical equation in which the freely shaped a share premium equals the freely shaped share premium in the other company, while the nominal value of the shares in both companies is also the same (9,000 x EUR 1 in both cases) does not prove anything. Determining, therefore, whether there is a fair, equivalent transaction requires checking the value of the enterprises run by both companies.

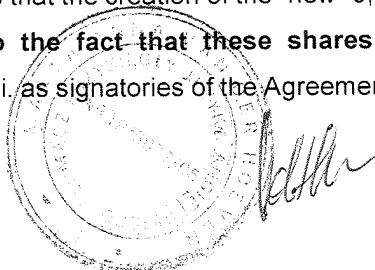
107 As for the value of the shares transferred by eBilet Ltd. to Tardasmp Limited, the following should be said. Bola Investments Ltd was a typical holding company. It did not run its own enterprise or trade activities (**see Decision to discontinue the investigation Appendix No. 29**, pp. 9–10 and also due diligence report as requested in points 5 and 6 of the *petitum*).

108 Bola Investments Ltd received 100% of shares in eBilet Polska on September 26, 2014, which was valued at **EUR 2,016,000**. In view of the aforementioned lack of own production or commercial activities, there is no reason to believe that the value of the shares in Bola Investments Limited may have decreased between September 26 and November 10, 2014. On the contrary, the value of these shares may at most have increased. This was due to the fact that the valuation at EUR 2,016,000 (PLN 8,465,000) was made prior to the disposal of the eBilet enterprise through its in-kind contribution to eBilet Polska sp. z o.o., which took place on April 30, 2014. Since the eBilet business had been growing rapidly all along, its value in November 2014 must have been higher than in April 2014.

109 It's time to look at the value of the shares in Tardasmp Limited. As shown in the financial statements of eBilet sp. z o.o. for 2014 and 2015, this company held 100% of shares in Tardasmp Ltd (see Appendices 31 and 16, Additional Information). *[text continued on the next page]*



- 110 In the financial statements of eBilet sp. z o.o. For 2014 the value of shares in Tardasmp Limited was determined to be PLN 26,713.77 (**see** Financial statements of eBilet z o.o. for 2014. Additional information and explanations, point 4 Long-term investments. **Appendix No. 31, p. 20**).
- 111 The fundamental question arises as to how the value of the shares in Tardasmp Limited could, as of the end of 2014, be determined at only PLN 26,713.77, when, in light of the agreement of November 10, 2014, Tardasmp Limited acquired 90% of the shares in Bola Investments Limited with a market value determined at EUR 2,016,000? A further question also arises: why those 9,000 shares in Bola Investments Limited acquired by Tardasmp Limited on November 10, 2014 were not reflected in the Statements of eBilet sp. z o.o. for 2014. Let us remind that (see **Appendix No. 31**) the shares to Tardasmp Limited were contributed by no other than the Management Board of eBilet sp. z o.o. composed of S. Matuszewski and M. Przezwański. Thus, the aforementioned persons could not be unaware at the time of signing the statements for eBilet sp. z o.o. for 2014 of the transaction they made on November 10, 2014.
- 112 Even more meaningful data is provided by the Financial Statements of eBilet sp. z o.o. for 2015 (**see Appendix No. 16**). In the Additional information, which is part of these statements, under point 4 "Long-term investments" the Company outlines its situation as to its shares in Tardasmp Limited and in Bola Investments as follows:
- "Long-term investments as of December 31, 2014 in the amount of PLN 227,218,28 included shares in eBilet Polska sp. z o.o. and in Tardasmp Limited, a company with its registered office in Cyprus.*
- Due to the fact that the company TARDASMP LIMITED is in liquidation (carrying value as of December 31, 2014 – PLN 26,913.77), an impairment write-down of shares was made to financial expenses and as of December 31, 2015 **their value is zero**".*
- 113 In light of the above, the question is again pressed: **how could the value of the shares in the Company, which received assets worth EUR 2,016,000 on November 10, 2014, become zero within a year?** No less important is the question of how, in light of the transaction of November 10, 2014, it could have happened that the carrying value of Tardasmp Limited as of December 31, 2014 was only PLN 26,913.77? This raises the rhetorical question of whether the shares received on November 10 from eBilet sp. z o.o. were included in the statements of both companies?
- 114 What remains to be look at is the value of the shares that Tardasmp Limited created to "balance" the transaction concluded with eBilet sp. z o.o. on November 10, 2014 (see points 62, 66, 103–105). As already mentioned (see points 110–112), the value of the shares acquired by eBilet sp. z o.o. before the transaction of November 10, 2014 was PLN 26,913.77. At the same time, Tardasmp Ltd did not conduct any business activity, as evidenced by the fact that in 2015 it was already in liquidation. This means that the creation of the "new" 9,000 shares offered to eBilet Ltd **was a feigned action, due to the fact that these shares represented zero value.** S. Matuszewski and M. Przezwański, as signatories of the Agreement of November 10, 2014 on the



side of eBilet sp. z o.o. and at the same time as members of the Management Board of eBilet Company, which owned 100% of the shares in the company that was the other party to the transaction (i.e. Tardasmp Ltd) must have been fully aware of the above.

- 115 It should be said that just the transaction of November 10, 2014 should be considered the proverbial “pearl” in the extremely rich crown of dishonesty committed by S. Matuszewski and M. Przezwański.

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➤ **Loss by eBilet sp. z o.o. of control over eBilet Polska sp. z o.o. and the eBilet portal**

116. The loss of control by eBilet sp. z o.o. over eBilet Polska, which runs the eBilet portal, occurred on March 4, 2015, when at the Meeting of Shareholders of Bola Investments Ltd the shares in Bola Investments Ltd that Tardasmp Limited had acquired from eBilet sp. z o.o. were redeemed. After this redemption, the sole shareholder of Bola Investments Limited became Brandalico Limited, controlled by S. Matuszewski and M. Przezwański.
- 117 The fact of control of the company Bola Investments Ltd by S. Matuszewski and M. Przezwański is undisputed in light of the evidence in the proceedings (**see** the Inspection Report of the Fiscal Control Office – **Appendix No., p. 30**, testimony of S. Matuszewski of December 3, 2021 – Appendix No. 32, Preliminary Share Sale Agreement of October 31, 2018, **Appendix No. 17**).

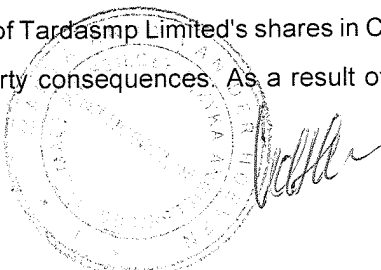
➤ **Impact of share redemption on eBilet sp. z o.o.**

- 118 The significance of the loss by eBilet sp. z o.o. of control over eBilet Polska sp. z o.o. as a result of the redemption of shares in Tardasmp Limited is illustrated in the graphic below. It represents the control of companies associated with the eBilet portal.

[graphic; the text contained therein has been transcribed into the table below and translated]

PL	EN
Umorzenie udziałów	Redemption of shares

- 119 As can be seen in the graph shown, the redemption of shares in Bola Investments owned by Tardasmp Limited (crossed out in red on the graph) has broken the “chain of control”. Although eBilet sp. z o.o. continued to control Tardasmp Limited; however, as a result of the redemption of the shares transferred in the transaction on November 10, 2014 to Tardasmp Limited, eBilet ceased to control Bola Investments Ltd. Thus, it also ceased to control eBilet Polska sp. z o.o. It should be emphasized that the loss of control indicated here was not limited to the decision-making sphere. The redemption of Tardasmp Limited's shares in Cyprus-based Bola Investments Ltd, also resulted in great property consequences. As a result of this **move, eBilet sp. z o.o.**,



which owned the enterprise (the eBilet portal) before the “restructuring” lost irretrievably the right to any economic benefit from the enterprise’s operations. In turn, all the benefits were received by the “beneficiary owners”, i.e. S. Matuszewski, M. Matuszewski and M. Przezwański, as persons controlling Brandalico Ltd (see above points 52–73 and graph in point 69). [text continued on the next page]

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120 In light of the presented redemption of shares that Tardasmp Limited had in Bola Investments Limited, the passage quoted above (see point 112) from the Financial Statements of eBilet sp. z o.o. for 2015, in which it is mentioned, that the value of eBilet sp. z o.o.’s shares in Tardasmp Limited is zero, becomes understandable. Only that these shares obtained zero value as a result of their conscious disposal (redemption) by S. Matuszewski and M. Przezwański.

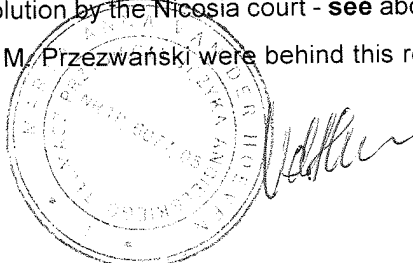
121 When considering the economic impact that the actions of S. Matuszewski and M. Przezwański had on eBilet sp. z o.o. “protecting” this company and its assets, it’s worth looking again at the Financial Statements of eBilet sp. z o.o. for 2015 for a moment (**Appendix No. 16**). Here, in the “Additional Information and Explanations” section, under point 4 “Long-term investments”, we find the following passage devoted to the shares in eBilet Polska:

“Shares in EBILET POLSKA, i.e. 169,300 shares with a nominal value of PLN 8,465,000, which value as of December 31, 2024 was reduced by the difference between the value of the shares and the value of the net assets contributed to Ebilet Polska, were on June 29, 2015 (Notice of Transfer of the Share) transferred to BOLA INVESTMENTS LIMITED with its registered office in Cyprus and address at 30 Chytron Street, Third floor, office No. 32, 1075 Nicosia Cyprus, registered in the business register kept under number HE 33845. The carrying value of these shares as of December 31, 2014 amounted to PLN 200,504.51, and as of December 31, 2015 an impairment write-down was made to finance costs due to loss of control.”

122 As an aside, we note that the shares were transferred to Bola Investments Ltd on September 26, 2014, not on June 29, 2015. Because the fact when the “Notice of Transfer of the Share” was made has nothing to do with when the shares were transferred. It is worth noting that S. Matuszewski and M. Przezwański personally entered into the agreement of September 26, 2014. (**see Appendix No. 27**). They were therefore well aware when the shares in eBilet Polska z o.o. were transferred to Bola Investments Ltd.

123 Entering the date of June 29, 2015 as the authoritative date for the transfer of shares is therefore a mere falsification of documents to mask the fact that the Agreement of September 26, 2014 was omitted in the Financial Statements for 2014.

124 The wording quoted in point 121 about making an impairment write-down “...due to loss of control” also needs clarification. Well, the loss of control, from the point of view of eBilet sp. z o.o., occurred as a result of the redemption of the shares that Tardasmp Limited held in Bola Investments Ltd. The relevant dates in this regard are March 4, 2015. (Resolution on redemption of shares) and April 6, 2015 (approval of the resolution by the Nicosia court - **see** above points **62–68** and graph in point **69**). S. Matuszewski and M. Przezwański were behind this redemption, as managers of



eBilet sp. z o.o., which had 100% of the shares in Tardasmp Limited.

- 125 Figuratively speaking, as a result of the analyzed redemption of shares, the control over the eBilet portal originally exercised by eBilet sp. z o.o. was replaced by the private control of S. Matuszewski and M. Przezwański. The loss of control was brought about by S. Matuszewski and M. Przezwański in a deliberate and conscious manner. As already noted, the loss of control also meant the loss of the right to the profits made by the eBilet enterprise. This was the essence of the fraud committed by the claimants.
- 126 The end result of the "restructuring" as indicated by S. Matuszewski and M. Przezwański is as follows: eBilet sp. z o.o. contributed shares representing the enterprise with a value of EUR 2 million to Cyprus-based Bola Investments Ltd. After only 6 months and several "restructuring moves" it came out with nothing. The assets derived from the eBilet enterprise (portal) were – through a chain of companies created for this purpose – in the hands of S. Matuszewski and M. Przezwański. *[text continued on the next page]*

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➤ **Basic conclusions drawn by the Fiscal Control Office and by the prosecutor in criminal proceedings**

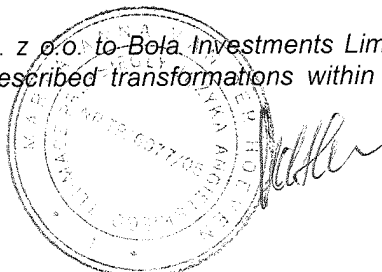
- 127 This lawsuit is not the place to discuss in detail the results of the inspection by the Fiscal Control Office or the Decision to discontinue the investigation (**Appendices No. 30 and 29**). These documents; however, should be given a moment's attention due to the fact that these documents will certainly be referred to by the defendant. Thus, preemptively, I only point out that even an acquittal by a criminal court is not binding on a court in civil proceedings. Much less a decision by a prosecutor to discontinue the proceedings, especially when it is so full of contradictions and lack of personal reflection of the person in charge of the proceedings, as is *in casu*.
- 128 In the briefest of terms, however, it must be said that the Fiscal Control Office evidently, on the basis of the explanations provided by the Company (i.e., by M. Przezwański and S. Matuszewski) and without any reflection of its own (see point 92 above), concluded that:

"control over Bola Investments Ltd and, consequently, over eBilet Polska was retained by the Company's shareholders, i.e. Mr. Stanisław Matuszewski and Mr. Marek Przezwański. They acted through an entity acting as a custodian."

The above need only be accompanied by a one-sentence comment: **It was the elimination of the control exercised by eBilet sp. z o.o. and its replacement with "own control" that constituted the fraud** perpetrated by the claimants in these proceedings.

129. As already indicated, the main basis for the Decision to discontinue the investigation was also the explanations by S. Matuszewski and M. Przezwański. The culmination of the grounds for this decision was the following statement (**see Appendix No. 29, p. 23 in medio**).

"The contribution by eBilet sp. z o.o. to Bola Investments Limited of an in-kind contribution of EUR 2,016,000 making the described transformations within a single capital group, made it



possible in the further perspective to obtain an equivalent from Allegro.pl Sp. z o.o. in the amount significantly exceeding the value of the said in-kind contribution.

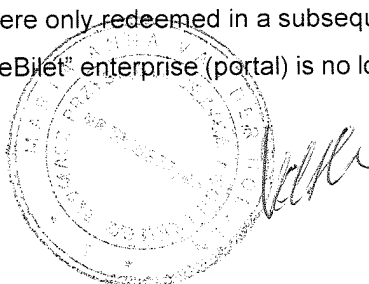
130. Well, this type of conclusion contradicts logic and at an elementary level only its wording proves that the prosecutor who signed the Decision to discontinue the investigation did not have the slightest competence in the field of commercial companies.
131. First of all, it should be pointed out that **the only** source of income from the sale of shares in eBilet Polska sp. z o.o. may be the activities of the enterprise run by eBilet Polska (the eBilet portal). On the other hand, actions such as: transferring shares in eBilet Polska to another company (Bola Investments Limited), trading in the shares acquired in exchange, or finally redeeming shares that ensure control over eBilet Polska sp. z o.o. can, while directing the profit stream to other entities (and this is what happened *in casu*), are completely irrelevant to the value of the eBilet Polska enterprise. **The source of the claim to the contrary can only be the incompetence of the claimant.** *[text continued on the next page]*

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- 132 In addition, it is important to emphasize a point of fundamental importance. The decision to discontinue the investigation of August 8, 2022 (**Appendix No. 29**), was issued more than four months after the judgment of the Court of Appeals in Warsaw of March 30, 2021, VII AGa 59/21 (**Appendix No. 11**), which determined that Piotr Krupa remains a shareholder of eBilet sp. z o.o.
- 133 The prosecutor discontinuing the investigation failed to notice that the money from the sale of shares representing the value of the eBilet portal was received by S. Matuszewski and M. Przezwański, to the exclusion of the third shareholder of eBilet sp. z o.o., Mr. Piotr Krupa. He therefore failed to see the essence of the fraud perpetrated by S. Matuszewski and M. Przezwański.

➤ **Agreements of September 26 and November 10, 2014 (Appendices 27 and 15)**

- 134 This evidence illustrates the mechanism by which S. Matuszewski and M. Przezwański perpetrated the fraud by using the "double lock" technique.
- 135 Namely, crucial to the fraud that was perpetrated was the redemption of shares that eBilet sp. z o.o. received in Bola Investments Ltd. in exchange for shares in eBilet Polska sp. z o.o.
- 136 From a tactical point of view; however, the redemption of these shares by eBilet sp. z o.o. itself would be a most unwise move. The fraud perpetrated would then be visible to the proverbial "naked eye".
- 137 It was precisely to disguise the fraud being perpetrated that these shares were transferred to a subsidiary Tardasmp Ltd and were only redeemed in a subsequent step. Thus, the deprivation of eBilet sp. z o.o. of rights to the "eBilet" enterprise (portal) is no longer visible at the proverbial "first glance".



138 An element of the fraud was also the fact that the shares in Tardasmp Ltd. received by eBilet sp. z o.o. were worthless from the beginning¹¹. Even if they had any value – they would have lost it with the redemption of the shares that Tardasmp Ltd. held in Bola Investments Ltd.

➤ **Preliminary Sale Agreement of October 31, 2018**

139 The Preliminary Share Sale Agreement of October 31, 2018 between Bola Investments Limited Stanisław Matuszewski, Marek Przezwański and Marcin Matuszewski as one party, and Allegro.pl Sp. z o.o. (**Appendix No. 17**) is evidence that its signatories acted deliberately to the detriment of Piotr Krupa.

140 Of particular note is that the parties in a peculiar way shared responsibility. Here is, in the event of Piotr Krupa's success in the compensation proceedings, Allegro.pl has agreed to cover PLN 7,500,000 of the amounts awarded to Piotr Krupa, as well as 25% of the excess over PLN 7,500,000 (**see Appendix No. 17**, points 12.1–12.3 of the Agreement). *[text continued on the next page]*

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141 In addition, the signatories agreed to inform each other within 48 hours of any pleadings and documents that a given signatory is required to submit in a given proceeding. To this, the signatories granted each other the right to comment on each other's procedural documents in proceedings with Piotr Krupa, prior to their submission. They also undertook to provide each other with access to each other's procedural documents in the form in which these documents were filed (**see Appendix No. 17**, points 12.5–12.5.4 of the Agreement).

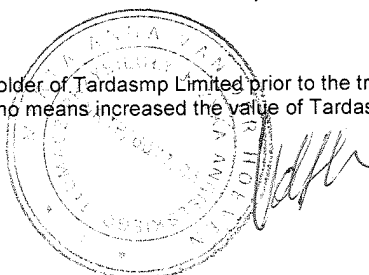
➤ **Withholding the essence of the transactions concluded**

a) **Circumstances of entering Bola Investments Ltd into the register as a shareholder of eBilet Polska sp. z o.o.**

142 This part of the statement of grounds will include both the traces of activities attesting to irregularities concerning documents as well as the circumstances concerning the provision of untrue information in the financial statements of eBilet sp. z o.o. and eBilet Polska sp. z o.o.

143 In the first instance, it should be noted that Bola Investments was entered as a partner in the National Court Register **without any legal basis**. This is confirmed by the KRS files of eBilet Polska sp. z o.o. in the case under case ref. No. 37584/15/211.- **Appendix No. 33 sheets 175-216**). It is significant that the Company failed to attach to its application any document proving the transfer of the right to shares to Bola Investments Ltd. In particular, it did not attach the agreement

¹¹ The eBilet company was already a 100% shareholder of Tardasmp Limited prior to the transaction of November 10, 2014. A simple increase in the number of these shares by no means increased the value of Tardasmp Limited.



between eBilet sp. z o.o. and Bola Investments Ltd of September 26, 2014 (hereinafter referred to as: to the Agreement of September 26, 2014). This shortage (see **Appendix No. 33 sheet 179**) is important inasmuch as it was this agreement which formed the basis both for removing eBilet sp. z o.o. from the register and for entering a new shareholder, i.e. Bola Investments Ltd.

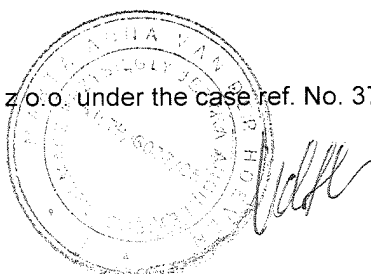
- 144 **The only** place where eBilet Polska sp. z o.o. provides in the submitted application any information about the transfer of the right to shares is the Minutes of the Ordinary Meeting of Shareholders of June 30, 2015, confirming the presence of the whole professional capital at the meeting and the attendance list attached thereto, in which Bola Investments Ltd is entered as the sole shareholder of the Company (see **Appendix No. 33 sheets 189-191**).
- 145 It is also necessary to note the list of partners signed by Marcin Matuszewski as the President of the Management Board of eBilet Polska sp. z o.o. and the provision of the Cypriot address of Bola Investments Ltd (see **Appendix No. 33 sheet 192**). There is no doubt that neither the list of partners given by the Company nor signing as a shareholder on the attendance list attached to the Minutes of the Ordinary Meeting of Shareholders of June 30, 2015 formed the basis for entering Bola Investments Ltd as a shareholder of eBilet Polska sp. z o.o.
- 146 The conclusions included above were drawn on the basis of a full extract from the National Court Register for eBilet Polska sp. z o.o. (**Appendix No. 13**). It follows from this extract that eBilet sp. z o.o. was removed from the register by entry No. 6 made on July 28, 2015 as a result of the decision of the District Court in the case No. Wa. XIII Ns-Rej.KRS/37584/15/211 from the same day (see **Appendix No. 33 sheet 211**). The same files indicate that the application for making amendments was submitted on July 9, 2015 (see **Appendix No. 33 sheet 175**). *[text continued on the next page]*

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- 147 The essence of the present action does not include an investigation whether entering Bola Investments Ltd into the register as a shareholder resulted from gross negligence of the court clerk deciding on the case or whether this infringement had a deeper background. However, there is no doubt that we are dealing with deliberate action, both on the part of Bola Investments Ltd and eBilet Polska sp. z o.o. Among numerous arguments supporting this thesis, we should also include the date of submitting the application for entering Bola Investments Ltd into the register as a shareholder (July 9, 2015). It is significant, taking into account that the basis for this entry was to be the agreement between eBilet sp. z o.o. and Bola Investments Ltd of September 26, 2014. The question arises as to **the reasons for withholding the entry into the register for more than 9 months**.

b) Withholding the agreement between eBilet sp. z o.o. and Bola Investments Ltd by eBilet Polska sp. z o.o.

- 148 The KRS files of eBilet Polska sp. z o.o. under the case ref. No. 37262/16/467 contain the Report



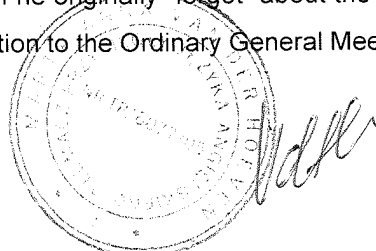
of the Management Board eBilet Polska sp. z o.o. on the company operations in 2015 and the Financial statements of eBilet Polska sp. z o.o. for 2015 (see the National Court Register files of eBilet Polska sp. z o.o. case ref. No. 37262/16/467 – **Appendix No. 34**). The Report of the Management Board of eBilet Polska sp. z o.o. contains a statement that this company became aware of the acquisition of shares by Bola Investments Ltd from eBilet sp. z o.o. on June 29, 2015. The real date of the transaction was provided (September 26, 2014), which is convergent with the data resulting from the Cypriot registers (**see Appendix No. 34 sheet 221**). The issue was included in the same manner in the Financial Statements of eBilet Polska sp. z o.o. for 2015 in point 9 of item "Additional information" (**see Appendix No. 34 sheet 247**). It took the following form (on both invoked sheets):

On June 29, 2015, eBilet Polska Sp. z o.o. was informed that pursuant to the agreement of September 26, 2014 eBilet Polska sp. z o.o. transferred all shares in eBilet Polska sp. z o.o. to Bola Investments Limited. So far, this company has remained the sole shareholder of eBilet Polska sp. z o.o."

- 149 The truth of the statement that eBilet Polska sp. z o.o. became aware of the transaction of September 26, 2014 only on June 29, 2015 raises very serious doubts. First of all, it should be noted that the activity related to the functioning of the eBilet portal was the essence of professional life of both Stanisław Matuszewski and Marcin Matuszewski. The former was a Member of the two-person Management Board of eBilet sp. z o.o., while the latter was the only Member of the Management Board of eBilet Polska sp. z o.o. Moreover, Stanisław Matuszewski and Marcin Matuszewski are relatives in direct line. Therefore, the question arises **whether we should believe the claim that for 9 months, the father did not inform his son that he had sold to a foreign company the shares in the company managed by that son?** Especially when it comes to companies that are the core business of both of them.
- 150 However, let us assume for a while that Stanisław Matuszewski "forgot" to inform his son about the Agreement of September 26, 2014. Under this assumption, Marcin Matuszewski was obliged, as the manager of eBilet Polska sp. z o.o., to send, no later than by June 16, 2015, a notification of the Ordinary General Meeting of Shareholders convened for June 30, 2015 (Article 238 § 1 of the Code of Commercial Partnerships and Companies). If Marcin Matuszewski provided true data in the report of eBilet Polska sp. z o.o. for 2015, the notification of the Ordinary General Meeting of Shareholders summarizing 2014 should be sent **to eBilet sp. z o.o., since before June 29, 2015 Marcin Matuszewski was not aware of the Agreement of September 26, 2014** between eBilet sp. z o.o. and Bola Investments Ltd. *[text continued on the next page]*

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- 151 It is worth noting that June 16, 2015 was a Tuesday. This means that the registered letter sent this day within Warsaw should reach the recipient no later than on Friday, June 19, 2015. Claiming that Stanisław Matuszewski, even if he originally "forgot" about the transaction of September 26, 2014, also after receiving the invitation to the Ordinary General Meeting of Shareholders of eBilet

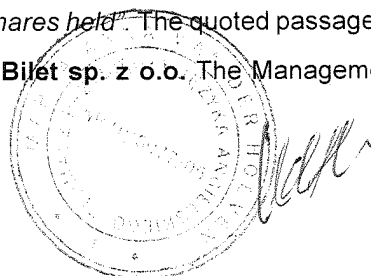


Polska sp. z o.o. convened for June 30, 2015, failed to inform his son for the next 10 days that the invitation had been sent to a wrong company, means making fun of human intelligence at the elementary level.

152. One more important circumstance speaks against the claim that eBilet Polska sp. z o.o. learned about the transaction concluded between its subsidiary, eBilet sp. z o.o. and Bola Investments Ltd only on June 29, 2015. As it results from the KRS files, the Report of the Management Board of eBilet Polska sp. z o.o. as well as the Financial Statements of eBilet Polska sp. z o.o. for 2014 were signed on June 26, 2015, whereas the Meeting of Shareholders was held on June 30, 2015 (see the KRS files of eBilet Polska sp. z o.o., case ref. No. 37584/15/211 [extract] – **Appendix No. 33**). The Report of the Management Board provides information about the fact that the enterprise (eBilet portal) was contributed as a contribution in kind to the Company and that in exchange for that eBilet Sp. z o.o. received shares. However, it is not mentioned that in the same year it sold the shares it had received (**see Appendix No. 33 sheet 193**). On the other hand, in the Financial Statements eBilet sp. z o.o. is mentioned as the sole shareholder (**see Appendix No. 33 sheet 205**). The question arises on how is it possible that the Management Board of the Company, after receiving (even if only on June 29, 2015) information of such a fundamental importance, did not correct the Financial Statements for 2014 and left untrue data concerning the sole shareholder of the Company? What is more, why still one week later, on July 9, 2015, it did submit this untrue data to KRS? Another thing should be added here - the Minutes of the Meeting of Shareholders of eBilet Polska sp. z o.o. were attached with the attendance list entitled: *"Attendance list at the Ordinary Meeting of Shareholders of eBilet sp. z o.o."* (**see Appendix No. 33 sheet 191**). This error in the name of the Company strongly suggests that the documents for the Meetings of Shareholders of both companies, i.e. eBilet spółka z o.o. and eBilet Polska sp. z o.o. were prepared by one law office, using the same computer. Also this error also makes the explanation concerning the date on which eBilet Polska sp. z o.o. became aware of the Agreement of September 26, 2014 unreliable.

c) Withholding the agreement between eBilet sp. z o.o. and Bola Investments Ltd by eBilet sp. z o.o.

153. In the financial statements of eBilet sp. z o.o. for 2014 (see **page 31** of this financial statement, in the case file KRS 55085/15/979 – **Appendix No. 35**), the additional information in point 27 contains a list of entities in which eBilet sp. z o.o. holds more than 20% of shares as of the balance sheet date, i.e. December 31, 2014. These entities include eBilet Polska sp. z o.o., with the indication that eBilet Polska sp. z o.o. holds 100% of shares in eBilet Polska sp. z o.o., moreover, in this additional information, in point 29 (see p. 32), the following sentence is contained: *"The Company exercises supervision over the subsidiary (i.e. over eBilet Polska sp. z o.o. – note of P.K.) through the shares held"*. The quoted passages **mean evident falsification of the financial statements of eBilet sp. z o.o.** The Management Board of eBilet sp. z o.o.



could not have been unaware of the Agreement of September 26, 2014, since it concluded the Agreement itself. *[text continued on the next page]*

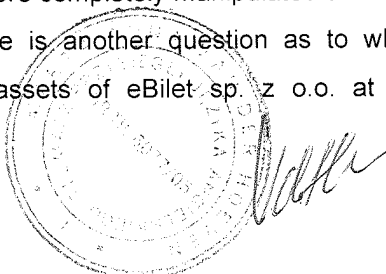
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- 154 Also in the report of the Management Board of eBilet sp. z o.o. for 2014 (**Appendix No. 26 – pages 1-2**) the fact that the shares in eBilet Polska sp. z o.o. were disposed of during the financial year is withheld. Moreover, in the report, **it is unambiguously suggested that eBilet sp. z o.o. still holds shares in eBilet Polska sp. z o.o.** This is evidenced by the following passage of a more than laconic report of the Management Board dated June 26, 2015 (**see p. 1, line 1-5** from the bottom and **p. 2 line 1-2**):

*“The contribution of the enterprise to the daughter Company took place in connection with the plans of expansion to foreign markets. The plans for the development of the company provided that **the Polish market would be operated by the daughter Company eBilet Polska Spółka z o.o. (Ticketstock Sp. z o.o. before renaming), and the foreign markets by eBilet Sp. z o.o.** Unfortunately, as a result of political turbulence in Russia and Ukraine, which were supposed to be the first direction of the expansion, this action has been suspended until the political situation in these countries normalizes)”.*

The suggestion contained in the quoted passage is obvious. Since the Polish market will be served by a “daughter company”, this report can only be understood as a confirmation that the shares in eBilet Polska sp. z o.o. still belong to the “parent company”, i.e. eBilet sp. z o.o.

- 155 Hiding the essence of the Agreement of September 26, 2014 is also evidenced by the books of account of both companies. In the financial statements of eBilet Polska sp. z o.o. for 2014, the value of the contribution in kind is included in the nominal value of the shares created in exchange for this contribution in kind of shares, i.e. for **PLN 8,465,000.00**. (**see Appendix No. 33 sheet 205 of the National Court Register** files). These shares in the financial statements of the company providing contribution in kind, i.e. eBilet sp. z o.o., are presented at the end of that year 2014 at the value indicated as **PLN 195,504.51** (**see Appendix No. 35, p. 20**) This balance sheet value is **43 times** lower than the nominal value. How could this happen within just a few months? And how is it possible that in two companies the same economic asset (in one the enterprise, in the other the shares reflecting that enterprise) is presented in such an enormously different manner?
- 156 **A fundamental question arises** whether there were any economic events in 2014 that resulted in a 43-fold reduction in the value of the shares acquired in exchange for a contribution in kind in the form of the eBilet.pl portal in the financial statements of eBilet sp. z o.o. for that year. And how is it possible that this decrease in value is not reflected in the financial statements of eBilet Polska sp. z o.o.? The answer to these questions is simple: there was no event that caused a decrease in the value of the eBilet.pl portal company. Therefore, the value of the shares in the company running this portal could not have decreased, whoever they belonged to. The data given in the eBilet sp. z o.o. report was therefore completely manipulated and false.
- 157 Most importantly, however, there is another question as to whether these shares actually represented any value in the assets of eBilet sp. z o.o. at the end of 2014, even the



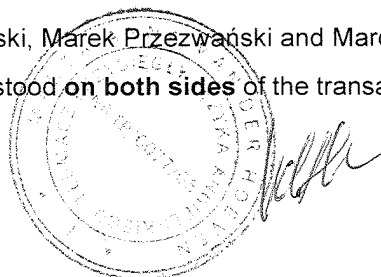
aforementioned PLN 195,000.00, since **all shares** belonging to eBilet sp. z o.o. under the Agreement of September 26, 2014 were sold to Bola Investments Ltd. This question is rhetorical. The shares disposed of may not have any value in the books of the seller. This circumstance alone means that the entry of the amount of PLN 195,000 in the books of eBilet sp. z o.o. was the result of financial embezzlement. *[text continued on the next page]*

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158. It should also be noted that the shares in Bola Investments Ltd acquired theoretically in exchange for the shares in eBilet Polska sp. z o.o. **have never appeared in the reports of the Management Board or in the financial statements of eBilet sp. z o.o.** This way, the basic principles of accounting and corporate governance were violated. This was one example of the falsification of documentation by the persons in charge of the companies in question. According to their intentions, these shares were to “vanish”, so that the relationships between Bola Investments Ltd. and eBilet sp. z o.o. could not be identified.

d) Agreement between Bola Investments Limited and Allegro.pl sp. z o.o.

159. Also, the Share Sale Agreement of April 19, 2019 and the preceding Preliminary Agreement of October 31, 2018 are characterized by a lack of transparency. First of all, the fact that the parties to the two aforementioned agreements **tried to conceal** from the public not only their content (which is quite typical in trade), **but also their signatories**, should be considered symptomatic and not without legal significance. This is confirmed by the National Court Register file. As shown by it, in the case under case No. Wa. XIII Ns-Rej.KRS 26537/19/743 concerning the entry of Allegro.pl sp. z o.o. as a shareholder of eBilet Polska sp. z o.o. the District Court conducting these proceedings had to request eBilet Polska sp. z o.o. **twice (!)** to indicate the persons signing the Share Sale Agreement of April 19, 2019 under pain of refusal of entry. Originally, the data on the signatories in the submitted application were in fact anonymized (see the decisions of the District Court in Warsaw of May 21, 2019 and June 18, 2019 in the KRS files of eBilet Polska sp. z o.o. – **Appendix No. 36, sheet 341-352**).
160. Astonishment is aroused by the fact that has already been mentioned (see point 51) that Stanisław Matuszewski, Marek Przezwański and Marcin Matuszewski also became signatories of the Share Sale Agreement between Bola Investments Ltd and Allegro.pl sp. z o.o. Moreover, **they all signed the agreement twice: once as natural persons and again as representatives of Bola Investments Ltd.** The above undoubtedly testifies to the fact that: **aa)** the Cypriot company Bola Investments Ltd is held by the above mentioned persons **bb)** the agreement of September 26, 2014 between eBilet sp. z o.o. and Bola Investments Ltd was to the highest extent non-transparent. Regardless of the value of the shares in each of the companies, it should be pointed out that since Stanisław Matuszewski, Marek Przezwański and Marcin Matuszewski were hiding behind Bola Investments Ltd, they stood **on both sides** of the transaction, and its essence came



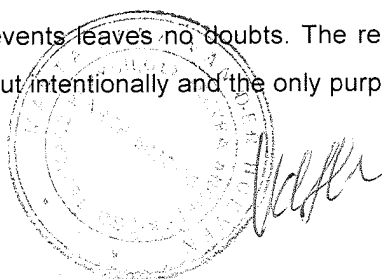
down to the fact that the shares in eBilet Polska sp. z o.o. were to be “exported” from the Republic of Poland. They were to be exported for the sole purpose that the aggrieved Piotr Krupa in the event of winning the lawsuits relating to unlawful depriving him of his shares in eBilet sp. z o.o. cannot obtain any benefit, even if he recovers the shares he had been deprived of (see below for more).

➤ **Placing individual corporate actions over a timeline**

161. This section does not deal with the indication of the calendar dates for particular actions. Its essence is to show corporate changes as a response to judicial decisions issued.

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- 162 The first important element that requires presentation is Piotr Krupa's request of November 15, 2010 for reinstatement of the deadline for lodging appeal against the judgment in default of October 8, Ref. No. 2010 I C 564/10.
- 163 The fate of this application is initially unfavorable for the applicant and therefore the managers of eBilet sp. z o.o. have no reason for taking any action. However, the situation changes with the issue of the Decision of the Court of Appeal in Warsaw of December 2, 2011, I ACz 1961/11 (**Appendix No. 9**), which repealed the original decision of the Regional Court rejecting the application. It was possible to predict, from the statement of grounds for that decision, with a probability verging on certainty, that the deadline for lodging the appeal would be reinstated. This was because, in that decision, the Court of Appeal referred to the opinion of the Supreme Court expressed in the decision of March 18, 2009, IV CNP 87/08 Lex 603 176, pursuant to which “The essential condition **for the effectiveness of the substitute service is that the addressee actually resides at the indicated address**”. Of all people, S. Matuszewski and M. Przezwański were aware of the fact that this condition was not met, since at the address indicated by them in the lawsuit in the case I C 564/10 the offices of eBilet sp. z o.o. were located (where they came at that time almost every day) and these premises did not have a residential part. However, since the substitute service was not effective, the deadline for lodging an appeal had to be reinstated.
- 164 The increase in the share capital in eBilet sp. z o.o. of March 28, 2012 and the redemption of the shares of Future Invest sp. z o.o. in eBilet Sp. z o.o. carried out at the Extraordinary Meeting of Shareholders of eBilet sp. z o.o. on April 27, 2012 (**see Appendices No. 12, 37, 38**) should be perceived through the prism of this knowledge. Such an assessment was also made by the Court of Appeals in Warsaw in its judgment of March 30, 2021 Ref. No. VII AGa 59/21 (**See Appendix No. 11**). By virtue of this judgment, the redemption resolution of April 27, 2012. was ruled invalid to the extent of 290 shares illegally seized in enforcement procedure from the claimant Piotr Krupa.
- 165 The analysis of dates of individual events leaves no doubts. The redemption of the shares of Future Invest sp. z o.o. was carried out intentionally and the only purpose of the redemption was



that the reinstatement of the deadline for lodging an appeal against the judgment in default, which took place on April 30, 2012 (**see Appendix No. 3**), could not result in the recovery of shares by the defendant Piotr Krupa.

166 The correctness of the conclusion from the previous point becomes obvious when it is noticed that both before the redemption and after the redemption of the shares of Future Invest sp. z o.o., the economic owner of the portal of eBilet (an enterprise within the meaning of Article 55¹ of the Civil Code) were S. Matuszewski and M. Przezwański in equal parts. The only difference was that after the redemption S. Matuszewski and M. Przezwański became direct shareholders of eBilet sp. z o.o. Whereas before the redemption, the intermediate link was Future Invest sp. z o.o. When taking into consideration the fact that this was the very "intermediate link" that constituted an element that might pose a risk of losing shares in the event of losing the dispute I C 564/10, the purpose of the redemption becomes clear.

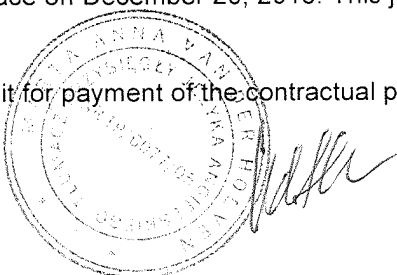
167 The next stage of corporate changes, consisting in contribution in kind of the enterprise (eBilet portal) to eBilet sp. z o.o. (**see Appendix No. 13**), as well as the subsequent disposal of shares in the new company, by contribution in kind of the shares to Bola Investments Ltd (**see Appendices 21a-22b**) also needs to be placed in time. As already explained, these events took place **between April and September 2014**. Those dates take a particular meaning in the light of the judgment of the Regional Court in Warsaw of December 20, 2013 rejecting the action of Future Invest sp. z o.o. in the case under reference I C 564/10 (**see Appendix No. 5**) and that judgment became final on November 28, 2014 (**see Judgment of the Court of Appeals in Warsaw in case I ACa 680/14 – Appendix No. 2**). Given that those judgments formed the basis for reversal of the effects of the enforcement that has been carried out unlawfully, it becomes clear that the corporate changes carried out, ending in the "exporting" of shares to Cyprus, were simply an escape from the effects of the judicial decisions. *[text continued on the next page]*

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166. What should be pointed out is the method of committing subsequent torts. It relied on moves ahead of court rulings. The redemption of shares belonging to Future Invest sp. z o.o., including those of Piotr Krupa, obtained fraudulently by a judgment in default in case I C 564/10 occurred three days before Piotr Krupa was restored to the deadline for filing an appeal against the judgment in default, and 17 days before the order of immediate enforceability of the judgment in default was revoked. At the time of the redemption, the tortfeasors were certain that the deadline would be restored.

167. On the other hand, the move in 2014 to export shares of the company running the eBilet portal to Bola Investments Ltd, a company founded in Cyprus, came immediately after the Warsaw Regional Court overturned the judgment in default of October 8, 2010 and dismissed the lawsuit in case I C 564/10, which took place on December 20, 2013. This judgment became a wake-up call.

170 As a result, by the time the lawsuit for payment of the contractual penalty was legally dismissed



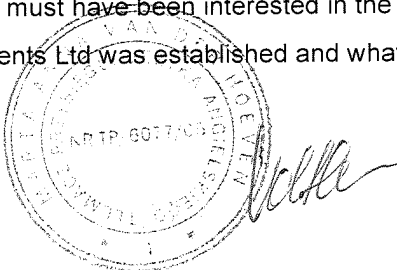
(by the judgment of the Court of Appeals of November 28, 2014, I ACa 680/14), there was no longer any trace of the eBilet sp. z o.o. portal in the company, either in the form of an organized enterprise or in the form of shares in the company to which the organized enterprise was contributed in kind.

➤ **Other aspects of legal assessment**

171. It should be pointed out that the illegal seizure of Piotr Krupa's shares in eBilet sp. z o.o. was not sufficient from the point of view of the long-term intentions of S. Matuszewski and M. Przewański. The thing was that, after winning the lawsuit in the case I C 564/10, Piotr Krupa could demand the restoration of seized shares.
172. In order to prevent this recovery, it was necessary to move to the next corporate transformation stage. It included "bringing" the enterprise (the eBilet web portal) out of eBilet sp. z o.o.; in other words, it was necessary to bring about a situation in which S. Matuszewski and M. Przewański would remain the economic beneficiaries of the eBilet's enterprise, but at the same time the legal relationship between the shares in eBilet sp. z o.o. and eBilet enterprise (in operational sense) would be "lost".
173. This intention was implemented as part of "corporate reforms". It should be pointed out that from the very beginning eBilet sp. z o.o. and Bola Investments Ltd arranged the course of their business in such a way that eBilet sp. z o.o., in exchange for shares in eBilet Polska sp. z o.o. (that is to say, economically, in exchange for the enterprise operating the eBilet portal), does not receive any equivalent.
174. This is evidenced by at least two facts. **The first** is expressed in offering by Bola Investments Ltd its own 9,000 shares of EUR 1 each using a share premium of 223 times the nominal value of the share (**see** point 32). Such a transaction cannot be fair. In the case of a company formed only two months earlier, which has not yet started any activity, there can be no question of assets justifying any a share premium. Moreover, after several months, the same Bola Investments Ltd adopted a resolution on the reduction of the share capital to EUR 1,000 and on the redemption of the shares granted to eBilet sp. z o.o. for the amount of their nominal value, i.e. EUR 9,000 (**Appendices No. 24 a and 24 b**). This fact demonstrates the awareness of the managers of Bola Investments Ltd that the redeemed shares did not amount to EUR 2,016,000 (HE 12 Certificate, **Appendices No. 22 a and 22 b**). *[text continued on the next page]*

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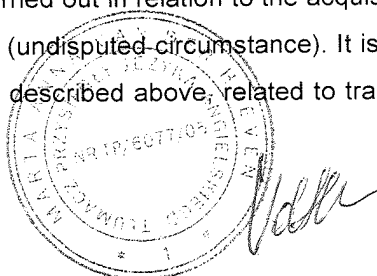
175. It should be indicated that the Management Board of eBilet sp. z o.o. was closely involved with these actions. It is obvious that when offering the shares in eBilet Polska sp. z o.o. worth EUR 2,016,000, the Management Board must have been interested in the equivalent to be received. It therefore knew when Bola Investments Ltd was established and what its assets were.



176. This thesis is also confirmed by the circumstances of the redemption of shares in Bola Investments Ltd. obtained by eBilet sp. z o.o. in exchange for a contribution in kind made to Bola Investments Ltd. Although they were already owned by Tardasmp Ltd at the time of the redemption, it was a subsidiary in which eBilet sp. z o.o. held 100% of shares. Therefore, it is obvious that the Management Board of eBilet sp. z o.o. had full knowledge of the redemption made. At this point, a fundamental question arises. Considering that **aa)** the redemption took place soon after the acquisition of the shares, **bb)** for a nominal value of EUR 1 per share, whereas **cc)** the acquisition of the same shares by eBilet sp. z o.o. took place at the price 223 times (!) **higher**, and **dd)** the nature of the relationship between the company taking up the newly created shares (eBilet sp. z o.o.) and the company agreeing to the redemption of its shares (Tardasmp Ltd), it seems impossible to question the thesis that the Management Board of eBilet sp. z o.o. intentionally agreed both to taking up the shares in Bola Investments Ltd at a fictitious value and to their redemption. The latter activity was **intentionally carried out just in order to leave eBilet Polska sp. z o.o. shares in Bola Investments Ltd without any equivalent.**
177. For the record, it should be noted that the amount of EUR 9,000 of the nominal value of the redeemed shares is economically negligible due to the fact that it represents only 0.4% of the sum for which eBilet sp. z o.o. acquired these shares on the basis of the agreement of September 26, 2014.
178. The role played by the transfer of 9,000 shares in Bola Investments Ltd to Tardasmp Ltd by eBilet sp. z o.o. in carrying out the entire operation also needs to be briefly highlighted. Tardasmp Ltd. acted as a proverbial "fig leaf". After all, the transaction chain could not be directed in such a primitive way that eBilet sp. z o.o. would first pay a contribution in kind with a value of EUR 2,016,000 for the shares and then redeem them for a total amount of EUR 9,000. A third party was therefore needed simply to conceal the dependency presented.
179. Urgent consideration should also be given to the reasons for which Allegro.pl sp. z o.o. defends itself so strongly against the presentation of the agreements concluded with Bola Investments Ltd. This attitude may seem illogical, if Allegro.pl. sp. z o.o. had nothing to do with the suspicious transactions of September 2014. However, this is only seemingly true.
180. It should be borne in mind that, in large-value transactions involving enterprises or shares in companies, it is common practice to carry out due diligence. Its essence is to check whether the subject of the purchase is legally "clean", i.e. whether the buyers are not threatened with negative economic consequences after the conclusion of the transaction. It is worth noting that, according to the customs in trade, the due diligence is carried out very carefully. *[text continued on the next page]*

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181. Such a due diligence was also carried out in relation to the acquisition of shares in eBilet Polska sp. z o.o. by Allegro.pl. sp. z o.o. (undisputed circumstance). It is almost certain that during this due diligence all the irregularities described above, related to transactions between eBilet sp. z



182. A question should be asked why S. Matuszewski and M. Przezwański were signatories to the Agreement of April 19, 2019. In view of the above, the basic formal argument in favor of their inclusion in the transaction of April 19, 2019 was the fact that, as the shareholders of eBilet sp. z o.o. and the sole members of the Management Board of eBilet sp. z o.o., they were responsible for the transaction with Bola Investments Ltd, i.e. for the defect-free acquisition of shares in eBilet Polska sp. z o.o. in 2014 by Bola Investments Ltd. Marcin Matuszewski, on the other hand, as the President of the Management Board of eBilet Polska sp. z o.o., was responsible for keeping the register of shares in accordance with the law and entry of the shareholders in the National Court Register.

183. The fact that also Stanisław Matuszewski, Marek Przezwański and Marcin Matuszewski were made the signatories of the agreements between Allegro.pl sp. z o.o. and Bola Investment Ltd. as individuals testifies that Allegro.pl sp. z o.o. was aware of the legal defects concerning the shares covered by the agreements with Bola Investments Ltd.

184. This is primarily evidenced by the content of the Preliminary Agreement of October 31, 2018, under which its signatories shared liability in the event that Piotr Krupa raised claims.

185. The awareness of Allegro.pl sp. z o.o. is also evidenced by the fact that the last tranche of shares in eBilet Polska sp. z o.o. was acquired three weeks before the hearing of Piotr Krupa's cassation appeal against the judgment of the Court of Appeal in Warsaw on October 23, 2017. with No. VI ACa 1133/16. Thus, the parties to the transaction acted in haste and in the knowledge that the allowance of the cassation appeal could undermine the acquisition of the divested shares by Bola Investments Ltd: **b)** an attempt to conceal from the public not only the content, but also the entities – the signatories of the October 31, 2018 and April 19, 2019 agreements.

186. It is also worth noting that the District Court had to summon eBilet Polska sp. z o.o. twice (!) to name the persons signing the agreement of April 19, 2019 under the pain of refusal of registration (**see** decisions of May 21, 2019 and June 18, 2019 in the KRS files of eBilet Polska sp. z o.o. in case No. WAXIII Ns Rej KRS 26537/19/743 – **Appendix No. 36. sheet 341, 352**) because originally the application was submitted without the share transfer agreement (**See Appendix No. 36 sheet 341**), and after a request to remedy the deficiency in the supplemented application, the data on the signatories of the Agreement of April 19, 2019 were anonymized (**Appendix No. 36 sheet 352**): **c)** the previously discussed making of S. Matuszewski, M. Przezwański and M. Matuszewski parties to the agreements between Bola Investments Ltd and Allegro.pl sp. z o.o.

[text continued on the next page]

➤ Allegro.pl.'s benefiting from a tort and assistance in committing thereof



- 187 Benefiting from the results of the defendant's tort is obvious. According to an excerpt from the National Court Register, Allegro.pl as of 2019 has a decisive impact on staffing the management board of the company that runs the online ticketing portal eBilet.
- 188 Moreover, being at all times formally the sole shareholder of eBilet Polska sp. z o.o., it has the exclusive right to determine how the assets generated by the company will be used, in particular it exercises the right to collect dividends.
- 189 It should also be pointed out that Allegro.pl sp. z o.o. purchased shares in eBilet Polska sp. z o.o., fully aware that the subject of the sale is defective as it violates the claimant's rights to shares in the company running the eBilet company.
- 190 The primary evidence of Allegro.pl's awareness of the fact that the transaction with Bola Investments Ltd follows from illegal actions of S. Matuszewski and M. Przezwański is the due diligence report prepared on Allegro's behalf prior to the conclusion of the agreements with Bola Investments Ltd.
- 191 Regardless, however, Allegro.pl's awareness of the infringement of the claimant's rights by the concluded transaction is confirmed by a number of other legal events.
192. First of all, it should be noted that as early as December 2018, Piotr Krupa's attorney sent a letter to Allegro warning against entering into transactions in violation of Piotr Krupa's rights.

Evidence: Letter dated December 27, 2018 (Appendix No. 40)

193. The warning against Allegro.pl. sp. z o.o. was renewed in a letter dated June 25, 2019, in which Piotr Krupa's attorney pointed out that the 2014 acquisition of the shares was faked through agreements.

Evidence: Letter dated June 25, 2019 (Appendix No. 41)

- 194 On the other hand, on August 30, 2021, the claimant submitted a request to the defendant for an amicable solution to the emerging conflict.

Evidence: Letter dated August 30, 2021 (Appendix No. 42)

- 195 The first of the aforementioned letters (**Appendix No. 40**) was answered by the defendant on January 9, 2019 in an arrogant manner, pointing out that Piotr Krupa has no rights to the shares covered by the planned transaction between eBilet sp. z o.o. Claiming that Allegro is not acquiring shares in eBilet sp. z o.o. should be considered particularly impertinent in this response. The invocation of such an argument proves directly that the tort committed by S. Matuszewski and M. Przezwański (divestment of the company by transferring it to a subsidiary and subsequent gratuitous divestment of shares in this subsidiary) was, despite full knowledge of the state of affairs, treated to create the appearance that the transaction Allegro intends to enter into has nothing to do with the violation of the claimant's rights because it involves "another company".

[text continued on the next page]



196. The letter of Allegro.pl sp. z o.o.'s attorneys of September 3, 2021, (**Appendix 43**) which is a response to the claimant's letter of August 30, 2021 (**Appendix 42**) is similar. This letter can be described as "playing possum" as well. Allegro's attorneys are namely trying to give the impression that Allegro is a "third party" to the conflict between the former partners of eBilet sp. z o.o., and therefore the conflict does not concern Allegro. In this response, Allegro's attorneys pretend that they are unaware of the fact that the individuals disposing of these shares are hiding behind Polish and Cypriot commercial law companies. They thus claim that they are unaware that their client is an accessory to the torts of S. Matuszewski and M. Przezwański.

Evidence: letter from Allegro.pl sp. z o.o. attorneys dated September 3, 2021 (**Appendix No. 43**)

197 Efforts to ensure that the torts committed by S. Matuszewski and M. Przezwański do not come to light. In this regard, it should be noted that in November 2019 in case PO III Ds. 175.2019, prosecutor Barbara Drozda demanded that Allegro.pl sp. z o.o. submit the "Due Diligence" report prepared by the DLA Papers law firm on behalf of Allegro.pl sp. z o.o.

198 Allegro evaded providing this report. What's more, in its contacts with the Regional Prosecutor's Office, Allegro tried to stall the pending criminal proceedings, giving the impression that – perhaps – Allegro.pl would voluntarily show the documents expected by the Prosecutor's Office.

Evidence: Official memo of prosecutor Barbara Drozda dated December 18, 2019 (**Appendix No. 44**)

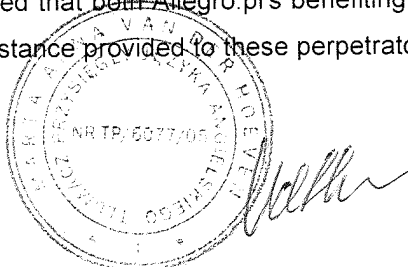
199 An identical attitude of concealment of complicity in the commission of a tort was adopted by Allegro.pl in court proceedings. Namely, on May 30, 2019, the Regional Court in Warsaw in case XX GC 611/14 requested Allegro.pl to urgently submit to the case file all agreements related to the intended transaction of acquiring shares in eBilet Polska sp. z o.o. In a response dated June 11, 2023, the defendant gave a blatantly deceitful answer that the documents expected by the Regional Court were not in the possession of Allegro.pl sp. z o.o.

Evidence: Court summons dated May 30, 2019 (**Appendix No. 45**) and Allegro.pl sp. z o.o.'s response of June 11, 2019 (**Appendix No. 46**)

200 Also, Allegro's prospectus is a proof of its cooperation with the tortfeasors. In its English version on page 121, there is information that the Allegro group is aware that there are legal disputes between the partners of eBilet sp. z o.o., which are related to the shares to be acquired by the Allegro group (an undisputed circumstance). Meanwhile, the Polish version of the prospectus omits this information.

Evidence: Polish version of prospectus (**Appendix No. 47**)

201 In conclusion, it should be stated that both Allegro.pl's benefiting from the tort committed by its main perpetrators and the assistance provided to these perpetrators, manifested primarily in the



concealment of information related to the committed tort are beyond dispute. *[text continued on the next page]*

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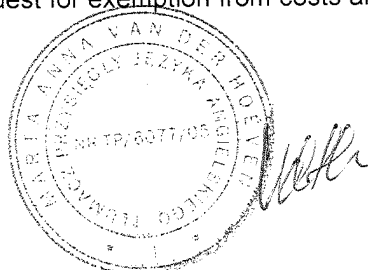
III. Formal issues

➤ Court jurisdiction

- 202 This dispute falls within the jurisdiction of the Regional Court due to the value of the subject of the dispute (Article 17 point 4 of the Code of Civil Procedure). The claimant took the total price for 100% of the shares under the Agreement of April 19, 2019 and the Agreement of September 25, 2020 as the basis for determining this value. As is known, the total price for 100% of the shares was PLN 135,894,000. There should be no doubt that precisely the price paid properly reflects the value of the subject of the dispute over the validity of the share sale agreement covering the shares in eBilet Polska sp. z o.o.
- 203 The jurisdiction of the Warsaw Regional Court is based on the fact that one of the defendants is Bola Investments Ltd based in the Republic of Cyprus.
- 204 In addition, Allegro sp. z o.o. has a branch office in Warsaw, and the claim is related to the activities of this branch office. This is evidenced by the Preliminary Agreement dated October 31, 2018 (**Appendix No. 17**), where the office of the Warsaw Branch is explicitly indicated as the address to which correspondence related to the execution of this Agreement should be sent.

➤ Exemption from costs and appointment of legal counsel

- 205 Pursuant to Article 102 section 1 of the Act on court costs in civil cases, I request to be exempted from court costs in their entirety due to the fact that I am unable to bear them without harm to my necessary subsistence. At the same time, I attach the declaration referred to in Article 102 section 2 of the Act on court fees in civil cases.
- 206 Pursuant to Article 117 § 1.4 and 5 of the Code of Civil Procedure, I hereby request the appointment of a legal counsel as a legal representative ex officio. Pursuant to Article 117³ § 3 of the Code of Civil Procedure, I hereby request that the legal Counsel Bogudar Kordasiewicz be appointed in this respect (entry No. of the District Chamber of Legal Counsels in Warsaw WA-5201). I would like to point out that there are two basic arguments in favor of naming this attorney **a)** the lawsuit is multithreaded, complex, and the factual material is extremely extensive, **b)** legal counsel Bogudar Kordasiewicz knows this material well.
- 207 I present the details of the request for exemption from costs and the appointment of an attorney ex officio in a separate letter.



[initials] Piotr Krupa

Appendices:

- The appendices to the claim are documents marked as Appendices No. 1-47

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[postal receipt attached to the document]

[logo of Polish Postal Services] Poczta Polska

POSTAL RECEIPT: [barcode] (00)459007734016014384

of Registered letter No.

SENDER: [handwritten entry: Piotr Krupa]

Hoża 43/49/163

00-681

Warszawa]

Postal Code

Place

RECIPIENT: [handwritten entry: REGIONAL COURT

SOLIDARNOŚCI 127

00-898

WARSZAWA]

Postal Code

Place

[unchecked checkbox] Confirmation of Delivery or Return

SMS/E-MAIL[round black stamp with the following text: WARSAW *LK* 02012024]

[unchecked checkbox] Confirmation of receipt [checked checkbox] Priority

[unchecked checkbox] S [checked checkbox] M [unchecked checkbox] L Format

Weight [handwritten entry: 1] kg [handwritten entry: 00] g Fee (in PLN) [handwritten entry: 91]
zł [handwritten entry: 30] gr

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PP S.A. No. 11

OI Printing Department, Wrocław 2023

[end of translation]

Register No. 605/2025

I, the undersigned Marta Anna van der Hoeven, certified translator of the English language registered on the official list of certified translators of Minister of Justice under number TP/6077/05, hereby certify that the above text is a true and complete translation of the original Polish document.

Warsaw, June 18 2025

