

GENERAL TERMS AND CONDITIONS

“FOUNDERS PROGRAM”

BETWEEN :

STATION F , a “Société par actions simplifiée” organized under the laws of France, whose registered office is located at 16 rue de la Ville l'Évêque, 75008 Paris, taken from its establishment located at 5 Parvis Alan Turing in Paris (75013), registered at the Paris Trade and Companies Register under number 794 493 841 (hereinafter the “**Company** ”),

AND :

Any legal person, acting as a professional, wishing to subscribe to the Services of the "Founders" program according to the terms and conditions defined in this Agreement and subject to their eligibility to benefit from said Services (hereinafter the "**Beneficiary** ").

PREAMBLE

The Company operates, within the STATION F campus, a space dedicated to the launch and development of a thousand innovative start-ups, allowing them to benefit from unique work and exchange spaces over more than 34,000 m² and various related services.

The Beneficiary approached the Company to benefit from the “ **Founders Program** ” offered by the Company within the STATION F campus and which includes resources and support services dedicated to entrepreneurs.

The Beneficiary acknowledges having verified the adequacy of said program to its needs and having received from the Company all the information and advice that he needed to subscribe to this commitment knowingly.

1. Definitions

- 1.1. “ **STATION F** ” refers to all of the buildings, facilities and infrastructure making up STATION F, within which the Services are provided;
- 1.2. " **Contract** " means the agreement concluded between the Parties, including these General Conditions, any Order from the Beneficiary confirmed in writing by the Company, any annexes and/or amendments duly signed by both Parties and the Internal Rules;
- 1.3. “ **General Conditions** ” means these general terms and conditions, including any annexes, additions and modifications that the Company may make thereto, in accordance with the stipulations of Article 2.5;
- 1.4. " **Order** " means the order placed electronically by the Beneficiary on the Company's dedicated website, in accordance with the provisions of Article 6 below, by which the Beneficiary selects the number of Workstation(s) desired and subscribes to the Services, such Order being subject to written confirmation by the Company;

- 1.5. “ **Party(ies)** ” means the Company or the Beneficiary individually and collectively the Company and the Beneficiary;
- 1.6. " **Internal Rules** " means the internal rules of STATION F, defining all the rules applicable within it in order to guarantee the best possible coexistence between users and visitors and available on the Company's website ([https:// legal.stationf.co](https://legal.stationf.co));
- 1.7. " **Workstation** " means one (1) individual workstation equipped with a desk, a chair and Internet access (ethernet and/or WiFi), made available to the Beneficiary as part of the Services, in a dedicated area of STATION F;
- 1.8. “ **Service(s)** ” means the services provided by the Company to the Beneficiary as exhaustively listed in Article 3.2 below.

2. Scope

- 2.1. The General Conditions apply to any Beneficiary who has subscribed to the Founders Program , according to the conditions defined herein.
- 2.2. The integration of the Founders Program and the use of the Services by the Beneficiary implies his full and entire adherence to these General Conditions, any derogating and/or additional provisions having to be the subject of a prior written agreement between the Parties.
- 2.3. These General Conditions, the Order confirmed in writing by the Company, as well as their appendices and any amendments, constitute all of the contractual documents valid between the Parties.
- 2.4. The stipulations of the Contract prevail over any agreement or agreement to the contrary, including, in particular, any general conditions of purchase of the Beneficiary. They cancel and replace any prior oral or written agreement intended to govern the rights and obligations of the Parties with respect to the subject matter hereof.
- 2.5. The Company reserves the right to modify, at any time, these General Conditions, subject to informing the Beneficiaries in writing at least one (1) month before the entry into force of the new version of the General Conditions. In this case, the Beneficiary will have from the date of communication of this information by the Company a period of one (1) month to terminate this Contract without compensation for either Party. Otherwise, the Beneficiary will be deemed to have accepted the new version of the General Conditions.

3. **Founder Program**

3.1. Under the Contract, the Beneficiary subscribes to the Services as a "Founder" of STATION F. As such, the Beneficiary is granted individual use of the Services for the duration defined in Article 10 below.

3.2. The list of Services provided by the Company to the Beneficiary under this Agreement includes:

- 24/7 access to workstation(s)
- furnishings (desks and chairs)
- Internet access with dedicated network
- Receipt of mail
- Vending machines for drinks and snacks
- Reception of visitors in the "SHARE" zone
- Provision of multifunction photocopiers
- One (1) private locker for each Workstation
- One (1) access badge for each Workstation
- Access to meeting rooms and common areas
- Access to community events
- Access to events reserved for Founders
- Access to the STATION F intranet
- Privileged access to event spaces
- Access to STATION F community benefits (perks)
- Access to all common areas of the "SHARE" zone
- Electricity, Heating, Water, Cleaning and maintenance of Workstations (free access and excluding additional equipment), Maintenance of equipment made available by the Company, subject to the provisions of Article 7 below.

3.3. The Beneficiary has the possibility, in addition to his membership as Founder, to subscribe to one or more optional services, according to the conditions in force communicated by the Company.

4. **Membership conditions**

4.1. The Beneficiary must imperatively, at all times and for the entire duration of the Services subscription:

- (i) Be a (a) legal entity validly registered in the Commercial Register of Companies in France or with any equivalent register abroad, or (b) a legal person in the process of registration;
- (ii) Subscribe less than fifteen (15) Workstations,
- (iii) Be aware of and fully adhere to the guiding principles of the "founders" program as communicated by the Company,
- (iv) Not benefit from the support of more than two (2) programs present on the STATION F campus, consecutively or not,

(v) Do not benefit from the support of several programs present on the STATION F campus simultaneously,

(vi) Do not accumulate more than two years of presence on the STATION F campus,

(vii) Not benefiting from a private office contract on the STATION F campus in addition to the Founders Program.

If applicable, other conditions of membership and eligibility may be indicated when placing the Order.

4.2. The Beneficiary undertakes to communicate to the Company, at the first request of the Company:

(i) an excerpt from the trade register dated less than three (3) months attesting to its registration in the French Trade and Companies Register or any equivalent register abroad, or, for legal persons in the process of registration, all supporting documents attesting to such application for registration;

(ii) all supporting documents relating to a change of corporate form for legal entities.

For Companies in the process of being formed, an excerpt from the trade register attesting to its registration in the Trade and Companies Register or in any equivalent register must be sent to the Company without delay on the Beneficiary's final registration date.

4.3. The Beneficiary undertakes to notify the Company without delay and in writing of any change affecting his eligibility to benefit from the Services hereunder.

The fact that the Beneficiary no longer fulfills, at any time, the eligibility criteria provided for in the Contract authorizes the Company to terminate the Contract automatically and with immediate effect, without such termination giving rise to any compensation for the benefit of the Beneficiary.

5. **Availability and modification of the Services**

5.1. The Services are provided subject to their availability, which the Beneficiary acknowledges and accepts. The Company implements all reasonable means at its disposal to ensure Beneficiaries continuous access to the Services, but cannot be held to any obligation to achieve this.

5.2. The Company cannot in particular be held responsible for any temporary malfunction of the Services, networks, installations and/or equipment

that it makes available to the Beneficiaries and/or any other event beyond its reasonable control and which would prevent or degrade access to the Services.

- 5.3. The Company reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Services, in order to ensure maintenance or for any other reason, without such interruption opening right to any compensation for the benefit of the Beneficiary.
- 5.4. Any difficulty encountered by the Beneficiary in the use of the Services must be notified without delay and in writing to the Company, which will make its best efforts to respond within a reasonable time.
- 5.5. The Beneficiary undertakes, where applicable, to allow access to his Workstation(s) to the Company and/or any party mandated by the latter in order to resolve any malfunction of the Services.
- 5.6. The Company reserves the right, at any time, to make any modifications related in particular to technical or technological developments, to practical or regulatory constraints and/or for any other legitimate reason, provided that such modification does not affect not the price of the Services.
- 5.7. In the event of a modification of the Services leading to a modification of the applicable financial conditions, the Company will inform the Beneficiary thereof in writing with a minimum notice of one (1) month before the entry into force of the said modification. In this case, the Beneficiary will have from this information a period of one (1) month to terminate this Contract, without compensation for either Party. Failing this, the Beneficiary will be deemed to have accepted the said modifications.

6. **Conclusion electronically**

- 6.1. The conclusion of the Contract (Initial Order and any Additional Orders, as defined below) is carried out electronically, which the Beneficiary acknowledges and accepts.
- 6.2. The initial Order is placed by the Beneficiary following validation of the selection process and allows him to create an intranet account on the STATION F site, select the date of delivery of his badge, choose the number of Workstation(s), subscribe to any optional services and indicate their banking information (hereinafter the “ **Initial Order**”). The validation of this Initial Order by the Beneficiary and its written confirmation by the Company allow the conclusion of the Contract.
- 6.3. During the term of the Contract, the Beneficiary may request an increase or decrease in the number of Workstation(s) by means of additional Order(s)

(hereinafter the “ **Order(s) Complementary(ies)** ”). A downward modification is only permitted at the end of the Minimum Commitment Period (as defined below). An upward modification is only possible within the limits of the places available within STATION F and subject to prior written validation by the Company. The Additional Order(s) supplement the Initial Order and any Workstation(s) subscribed to are included in the Contract. They do not give rise to a new Minimum Duration of Commitment.

- 6.4. Each Order requires the Beneficiary to validate the successive steps detailed in the ordering process. This process ends with a summary page which allows the Beneficiary to browse the details of his Order, the calculation of the price of the Services and if necessary to correct his information by going back. The Beneficiary definitively accepts his Order by clicking on the confirmation button.
- 6.5. The Company acknowledges receipt of the Order without delay, by e-mail. Said Order confirmation email is sent to the email address of the Beneficiary's intranet account and includes the essential characteristics of each Order:
 - identity of the Beneficiary;
 - number of workstation(s) subscribed;
 - any optional services;
 - price of the Services;
 - date of provision of the Workstation(s) corresponding to the start date of invoicing;
 - General Conditions in force.
- 6.6. In the event that an Order is subject to prior validation by the Company, the Company will send the Beneficiary a first email acknowledging receipt of the order and then a second order confirmation email. Each e-mail will contain the essential characteristics of the Order as well as its status.

7. **Beneficiary's commitments**

- 7.1. The Beneficiary undertakes, for the entire duration of the Contract, to strictly comply with all the provisions of the Contract and in particular the Internal Rules of STATION F.
- 7.2. The Beneficiary undertakes to communicate to all co-founders, colleagues, employees and/or interns, agents and/or representatives in office (hereinafter the “ **Authorized Persons** ”) a copy of the Internal Rules and vouches for compliance with its provisions. by Authorized Persons. The Beneficiary warrants and undertakes to indemnify the Company against any consequences resulting from a failure, negligence or fault on the part of the Authorized Persons in this respect.
- 7.3. The Beneficiary also undertakes to comply with all

notices and/or instructions circulated, where applicable, by the Company to the Beneficiary, by any means whatsoever, and guarantees compliance with these by its Authorized Persons. .

- 7.4. The Beneficiary ensures that only Authorized Persons working full-time on the Beneficiary's activity have access to his Workstation(s), to the exclusion of any other person (service providers, stakeholders, visitors, customers, suppliers, *etc*). Access by any person to STATION F is in any case subject to the conditions of the Internal Rules.
- 7.5. The access badges given to the Beneficiary within the framework of the Services are provided to him for use only by Authorized Persons, whose identity must have been previously communicated to the Company. The Beneficiary will be given one (1) badge per Workstation. They are personal and nominative. Any modification to the list and/or the identity of Authorized Persons must be notified without delay and in writing to the Company, which reserves the right to invoice the cancellation and issue of the badges thus modified.
- 7.6. The Beneficiary is solely responsible and guarantees the Company against all demands, consequences, claims, liabilities, litigation losses and/or damages relating to:
 - (i) obtaining and, where applicable, the timely renewal of all insurance, authorizations, permits, qualifications, necessary for the exercise of its activity;
 - (ii) the human, technical and financial resources that it implements for the needs of its activity;
 - (iii) the payment of all taxes, duties, fees, contributions, costs and expenses related to the exercise of its activity;
- 7.7. The Beneficiary is and remains, throughout the duration of the Contract, solely responsible for the management of all issues related to its staff and/or its relations with its co-founders, agents and/or representatives and releases the Company from any liability in this regard.
- 7.8. In particular, the Beneficiary alone exercises all of the employer's prerogatives against members of his staff and undertakes to scrupulously respect all applicable legal and regulatory provisions, in particular those relating to the fight against illegal employment. The Beneficiary employs and remunerates its staff under its exclusive responsibility and must fulfill all its tax and social obligations.
- 7.9. The Services provided and in particular the Workstations made available to the Beneficiaries

under the present conditions are only equipped according to the conditions provided for herein. The Beneficiary acknowledges having read them and is solely responsible for the choice of the Services and any additional equipment, materials, furniture that he may need for the exercise of his activity, at his sole expense. It is being recalled that in accordance with the Internal Rules, the Beneficiary may not deposit or store goods, waste, furniture, installation and/or equipment without having been previously authorized in writing by the Company.

- 7.10. The Beneficiary is solely responsible for the use of the Workstations as well as all equipment, accessories, materials and/or tools, made available to him by the Company as part of the Services, and undertakes to return them to the Company in perfect condition after using the Services and to indemnify the Company for any loss or damage caused by the Beneficiary and/or Authorized Persons.
- 7.11. However, the beneficiary undertakes not to derive any financial profit from the Workstations made available to him by the Company via in particular a subsequent paid provision of said Workstations. Similarly, the Beneficiary is prohibited from giving access to Workstations to persons carrying out an activity distinct from that of the Beneficiary.
- 7.12. STATION F assures the Beneficiary that it implements technical and organizational measures to ensure the protection and security of the personal data it collects, in particular via the IT resources made available to it by STATION F.
- 7.13. On the other hand, the Beneficiary is solely responsible for the protection and security of his data, software, systems, networks, information, documents, intellectual and/or industrial property rights, business secrets, equipment as well as those of Authorized Persons. , including all the personal effects of all members of its staff, service providers, subcontractors and/or authorized visitors of the Beneficiary, without the Company being held liable in any way in this regard. The Beneficiary must in particular take all appropriate measures to protect his own data, information and/or software from any contamination by any viruses circulating on the Internet or from intrusion by any third party into his systems, for whatever purpose. whatsoever and regularly back up their data.
- 7.14. The Beneficiary acknowledges being fully informed of the risks associated with telecommunications networks and in particular the Internet network, particularly in terms of the lack of (i) security in relation to the transmission of data; and/or (ii) performance guarantees relating to the volume and speed of data transmission; and releases the Company from any liability in this regard.

- 7.15. The Beneficiary is prohibited from carrying out any activity and/or more generally from committing within STATION F any act that is prohibited, illegal, illicit, contrary to morality and/or public order, harming or likely to harm to all rights of third parties and in particular to the intellectual and/or industrial property rights of all third parties and/or likely to harm or infringe, in any way, the image or reputation of the Company and/or any other Beneficiary.
- 7.16. The Beneficiary refrains from any canvassing, canvassing and/or consulting, within STATION F, except with the prior written consent of the Company, which can be revoked at any time. The Beneficiary is also prohibited from collecting, communicating, disseminating and/or transmitting, in any way whatsoever, any data that is prohibited, illegal, illicit, contrary to morality and/or public order by means of communication networks. made available to Beneficiaries as part of the Services.
- 7.17. The Beneficiary undertakes to respect, at all times, all rights of others and in particular the rights of personality (image rights, right to respect for private life), trademark rights, copyrights (in particular on software, sounds, images, texts, photographs) and related rights and, in general, the rights of persons and property within STATION F and/or in the context of the use of the Services.
- 7.18. The Beneficiary has chosen to integrate STATION F for its reputation within the entrepreneurial ecosystem and in particular in the digital sector. In order to allow STATION F to offer the Beneficiary and the start-ups a dynamic and stimulating environment, in particular through exchanges, meetings between entrepreneurs and members of start-ups, not only on a daily basis but also during occasional events, it is imperative that the Beneficiary and Authorized Persons are regularly present on campus and make their best efforts to attend events, workshops, etc. who stick to it. The Beneficiary acknowledges and accepts that his level of involvement is an essential condition of STATION F's consent hereto and undertakes to maintain a high level of involvement as well as to transfer an obligation of involvement to the Authorized Persons.
- 7.19. The Beneficiary is prohibited from any fraudulent, abusive and/or contrary to the laws and regulations in force use of the Services.
- 7.20. The Company shall in no event be liable for the use made by the Beneficiary of the Services and/or for any loss or damage resulting from the use of the Services.
- 7.21. The Beneficiary undertakes to inform the Company

without delay of any difficulty, of any nature whatsoever, encountered in the context of the use of the Services and/or with any other Beneficiary, staff member or visitor to STATION F and to comply without delay with any request, request, instruction, recommendation and/or document communicated by the Company.

8. Financial conditions

- 8.1. The price of the Services depends on the number of Workstation(s) (and any optional services) subscribed by the Beneficiary when validating the Order and indicated in Euros and excluding taxes.
- 8.2. The Services are billed monthly, if applicable *pro rata temporis* , and in advance. Billing takes place from the billing date indicated on the Order confirmation email (as defined in Article 6.5 above).
- 8.3. Invoices will be issued in electronic form, including by e-mail and/or via the Company's website. The Beneficiary already accepts the use of these means of transmission and provision.
- 8.4. Payment of invoices is made within five (5) to ten (10) days after the due date of the invoice, by bank card with recurring payment, from the banking information communicated by the Beneficiary in his intranet account.
- 8.5. The price of the Services is fixed and scalable depending on the duration of the Beneficiary's presence within the Founders Program, and refers exclusively to the Services defined in Article 3.2 above and any optional services defined in the Order. It does not include any other goods and/or services available within STATION F, such as the cost of printing, telephony, access to paid and/or private events organized by third parties, replacement of badges, *etc.* . These are subject to separate invoicing according to the prices in force within STATION F.
- 8.6. The Company reserves the right to modify its prices at any time, subject to informing the Beneficiary by e-mail one (1) month in advance if the new prices are less favorable to the Beneficiary. In this case, the Beneficiary will have from this information a period of one (1) month to terminate this Contract, without compensation for either Party. Otherwise, the Beneficiary will be deemed to have accepted the new prices. Price changes will be applicable to all Contracts, including those in progress.
- 8.7. The Company also reserves the right to pass on, without delay, any new tax or any increase in the rate of the legal taxes in force.
- 8.8. In the event of default or late payment, for any reason whatsoever, access to the Services will be

automatically suspended, resulting in the deactivation of access badges to the STATION F campus. In this case, the Company's liability for non-performance of its obligations hereunder cannot be engaged.

8.9. If payment is not made before the last day of the month concerned by the non-payment, the Contract will be automatically and immediately terminated, as of right, without such termination giving rise to any compensation for the benefit of the Beneficiary and without prejudice to any default interest and/or damages that the Company may be entitled to claim.

8.10. Without prejudice to the foregoing, any late payment by the Beneficiary, for any reason whatsoever, will automatically result in the application of comminatory penalties of an amount equal to three (3) times the legal interest rate in force on the due date and a lump sum recovery indemnity of forty (40) euros.

9. **Investment terms**

9.1. At the end of the first 3 months of the Founders Program, the Beneficiaries present what they have accomplished during a pitch competition. Beneficiaries who have made the most progress will be eligible to an investment from STATION F, under the conditions described in article 9.2 below. Beneficiaries who receive investment can have access to a high-level advisor network. Advisors come from leading startups in the STATION F network, including several Future 40 companies. Each startup can get 2 shots at becoming a top performer.

9.2. In the event, within 24 months following the designation of the Beneficiary in the Founders Program the Beneficiary proposes to issue shares or other securities in the context of a Qualifying Financing Round, the Company or at the choice of the Company, one of its affiliate (hereinafter the “**Investor**”), shall and shall have the right to participate in such Qualifying Financing Round by purchasing an aggregate number of securities for an aggregate purchasing price of EUR 50,000, on the same terms and at the same price per security as the other investors (and in particular the lead investor) in the Qualifying Financing Round.

“**Qualifying Financing Round**” means a bona fide transaction or series of transactions with the principal purpose of raising capital (including through the issuance of SAFE or convertible notes), pursuant to which the Beneficiary issues and sells shares with an aggregate subscription price of at least EUR 500,000.

9.3. The obligation of the Company to invest in the Beneficiary in accordance with section 9.1 above is subject to the following conditions precedent :

- (i) The Beneficiary shall be selected among the top 5 participants to the Founders Program ;
- (ii) The Beneficiary shall be incorporated in France, in the United Kingdom or in the United States ;
- (iii) The Beneficiary shall not be subject to insolvency proceedings under French laws and is not in cessation of payment (*état de cessation des paiements*) ;
- (iv) The Beneficiary shall have secured at least 50% of the Qualifying Round;
- (v) The lead investor in the context of the Qualifying Financing shall be a reputable venture capital fund or investment company;
- (vi) the origin of the funds provided for any security subscription in the context of the Qualifying Financing shall be licit and shall not come from activities that are contrary to applicable laws and in particular anti-money laundering laws;
- (vii) the Beneficiary shall have complied with the other terms and conditions of the present article 9; and
- (viii) the representations and warranties set forth in article 9.6 shall be true and accurate as of the date of closing of the relevant Qualifying Financing.

9.4. **Investment documentation**

The investment documents (and in particular the shareholders’ agreement (the “**Shareholders’ Agreement**”) to be executed by the Investor in the context of a Qualifying Financing Round or Non-Qualifying Financing Round to which the Investor is participating shall (i) be the same to be entered by the other investors in connection with such Qualifying Financing Round or Non-Qualifying Financing Round and (ii) have reasonable (in the sole discretion of the Investor) and customary provisions (including in particular tag-along rights).

The Investor shall have the right to elect to join and to negotiate the investment documentation.

9.5. **Information rights**

The Beneficiary covenants and agrees to provide the Investor with information regarding the issuance of any securities and the updated capitalization table following this issuance.

9.6. **Representations and warranties**

The Beneficiary and the Beneficiary's founder(s) make the following representations and warranties to the Company :

- (i) The Beneficiary is validly incorporated in accordance with applicable laws;
- (ii) The Beneficiary solely and exclusively owns or possesses valid and sufficient legal rights to the intellectual property rights used in the conduct of its business;
- (iii) Each of the Founders and each current and former employee and consultant of the Beneficiary has assigned and will assigned to the Beneficiary all intellectual property rights created or to be created by him or her for the Beneficiary that he or she owns that are related to the Beneficiary's business;
- (iv) The capitalization table of the Beneficiary is true and accurate and the Beneficiary's founder(s) owns not less than 51% of the Beneficiary's fully-diluted capital stock;
- (v) The Beneficiary has not omitted to declare to the Investor any fact of material importance of which the Investor would need to be aware in order not to be misled about the Beneficiary, the consistency of its assets and liabilities, its activities, its risks and its prospects.

9.7. **Founder(s) undertakings**

Each founder of the Beneficiary shall refrain from independently developing business opportunities that fall under the scope of the Beneficiary's activities without previously presenting such relevant business opportunities to the Beneficiary for its exploitation by the Beneficiary or a wholly owned subsidiary.

9.8. **Term**

Notwithstanding the stipulations of Article 10 of the Contract, the provisions of Article 9 shall come into force from the start date of the batch of the Founders Program for which the Beneficiary has been selected and shall remain in force until the execution by the Investor of the Shareholder's Agreement.

9.9. **Further assurances**

Each Party shall, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other Parties, such deeds, assignments, and other instruments in addition to those required by this Article and take all such other actions, as may be reasonably necessary or desirable to implement any provision of this Article.

9.10. **Notices**

Any notice, demand, consent, agreement or other communication to be served under this article or

referred to therein will be valid only if made in accordance with the provisions of this article 9.10. Any such notice shall be completed in writing and delivered (i) by registered mail with return receipt requested (or any equivalent in the case of international shipment; e.g., UPS, DHL, Chronopost, FedEx, TNT), or (ii) by hand-delivered letter against acknowledgment of receipt, (iii) through an electronic signature platform against a signed receipt, or (iv) by email with acknowledgement of receipt, sent to the contact details of the Parties as set out in the Parties' appearances or, in the event of a change of address of a Party, to the postal and/or email address notified by the relevant Party to the other Parties.

10. **Duration**

- 10.1. The Contract comes into force from the start date of the batch of the Founders Program for which the Beneficiary has been selected (hereinafter "**Start Date**").
- 10.2. Without prejudice to the foregoing, the stipulations relating to the payment of the price by the Beneficiary as well as the performance of the Services by the Company only take effect from the date of invoicing, as indicated to the Beneficiary, in the final Order confirmation email.
- 10.3. The Contract is entered into for a minimum commitment period of three (3) months from the Start Date (defined below as the "**Minimum Commitment Period**"). At the end of this Minimum Commitment Period, the Contract is extended for a maximum period of twelve (12) months, at the end of which, unless otherwise agreed by the Parties, and except for the Investment terms which will remain in force for the duration specified in Article 9.7, the Contract will automatically terminate, with the possibility of termination for both Parties in compliance with the stipulations of article 11.1 below.
- 10.4. Any Additional Order has no effect on the duration of the Contract, as it results from the Initial Order.

11. **Termination**

11.1. **Termination by both Parties**

At the end of the Minimum Duration of Commitment, each Party shall be authorized to terminate the Contract, subject to compliance with a minimum notice period of thirty (30) days and without such termination giving rise to any compensation whatsoever. benefit of either Party.

11.2. **Termination by the Company**

Without prejudice to any other right to termination provided

for in the Contract, the Company shall be authorized, as of right, to terminate the Contract by written notice and with immediate effect in any of the following cases:

- (i) Change in the activity carried out by the Beneficiary and indicated during the selection process, unless prior information is sent in writing to the Company and validated in writing by the latter;
- (ii) The Beneficiary no longer fulfills the membership conditions of Article 4;
- (iii) Breach by the Beneficiary (including any Authorized Persons) of any of the provisions of the Contract, including any breach of the Internal Rules, which would not be remedied within a period of seven (7) days following the sending by the Company to the Beneficiary of a formal notice (the email being sufficient);
- (iv) Judicial or amicable liquidation or receivership of the Beneficiary, in compliance with the legal and regulatory provisions in force and after formal notice to the legal representative to rule on the continuation of the Contract;
- (v) Serious breach by the Beneficiary of any of his obligations under the Contract, which cannot be remedied.

In the event of early termination of the Contract attributable to a fault on the part of the Beneficiary, the Beneficiary shall be liable, by operation of law, for payment to the Company of the Services for the entire current month, as well as, where applicable, compensation lump sum corresponding to the total price of the Services for the Minimum Term of Commitment remaining to run, without prejudice to any other damages that the Company may be justified in claiming.

11.3. Termination by the Beneficiary

Pursuant to the stipulations of Article 2.5 (Modification of these General Conditions), 5.7 (Modification of Services), and 8.6 (Modification of prices), the Beneficiary may terminate the Contract, subject to compliance with the express terms defined in said Articles and with a minimum notice of fifteen (15) days.

11.4. Consequences of termination

Upon expiration or termination of the Contract for any reason whatsoever, the Beneficiary undertakes to return to the Company without delay and in perfect condition all Workstations, badges, equipment, documents, accessories, and/or materials made available to the Beneficiary by the Company in connection with the use of the Services.

12. Responsibility

12.1. Nature of the obligations of the Company

The obligations of the Company under the Contract are obligations of means. Consequently, the Company cannot be held liable for any damage suffered by the Beneficiary – this under the conditions of Article 12.2 below – unless its fault is proven by the Beneficiary.

12.2. Company Responsibility

The Company's liability is limited to direct and personal material damage suffered by the Beneficiary as a result of gross fault or negligence in the performance of the Contract.

The Company and its insurers cannot under any circumstances be held liable: for any damage for any loss or commercial disturbance whatsoever, lost gain, loss of opportunity, loss of profit, loss of customers, loss of profit, loss of orders, loss of exploitation and/or loss of image; in the event of incompatibility of the Beneficiary's equipment; misuse of the Services; loss and/or theft of information, data, access codes, documents, media, materials, personal effects and/or equipment of the Beneficiary and/or Authorized Persons and/or visitors not resulting from a fault of the Company; temporary inability to access a telecommunications network; disruptions and/or total or partial unavailability of any services and/or networks operated by third-party operators; loss of information appearing on any of the Beneficiary's IT media and/or equipment.

The Company does not provide any express or implicit guarantee, including, without this enumeration being exhaustive, as to the quality, compatibility or suitability of the Services for a specific use and compliance by the other Beneficiaries with the conditions of use of the Services.

In any event, the overall and cumulative liability of the Company and its insurers is limited, to the extent permitted by law, to the total price of the Services paid by the Beneficiary during the twelve (12) months preceding the event giving rise to the responsibility of the Company.

12.3. Liability of the Beneficiary - Insurance

The Beneficiary is solely responsible for the use he makes of the Services and for any damage, direct or indirect, caused to the Company and/or any third party, by the Beneficiary and/or any Authorized Person(s) (s).

The Beneficiary guarantees the Company and will hold it harmless from all consequences, claims, demands, actions, damages and/or prejudices resulting from a breach of the Contract, from a fault and/or from negligence of the Beneficiary or of one of any of the Authorized Persons, its agents, subcontractors, and/or any third party mandated by the Beneficiary.

The Beneficiary declares to be duly insured for the needs of his activity within STATION F and in particular for any damage caused by his staff and to be personally responsible for the insurance of all equipment, materials, furniture or other used within STATION f.

The Beneficiary undertakes to provide, on first request and/or on the occasion of any modification, all certificates relating to the insurance policies taken out for the purposes of carrying out his activity within STATION F.

12.4. Force majeure

Throughout the duration of an event of force majeure, no Party may under any circumstances be held liable for any failure or delay in the performance of its obligations resulting from such an event. Such events include, without

limitation, water damage, lightning, fire, attack, electrical or telecommunications network malfunction, social mobilization or unrest, strike, lockout, situation making it impossible to access to the premises or any damage, act of vandalism and/or takeover by an unauthorized third party and, in general, any event beyond the reasonable control of the Company.

13. Property

Each of the Parties remains the owner of the assets, goods, equipment, software, information, materials, intellectual and/or industrial property rights belonging to it on the date of conclusion of the Contract.

No provision of the Contract may be interpreted as resulting in any transfer of property rights, including all industrial and/or intellectual property rights, from one of the Parties to the benefit of the other.

14. Assignment - Transfer - Subcontracting

The Company reserves the right to assign, transfer and/or sub-contract all or part of the rights and obligations resulting from the Contract, without prior information to the Beneficiary. The Beneficiary may not rely on this to claim termination of the Contract by the Company.

The Beneficiary is not authorized to assign, transfer and/or subcontract, in any way whatsoever, his rights and obligations under the Contract without the prior written consent of the Company.

15. Domiciliation - Advertising - Communication

The Company expressly authorizes the Beneficiary to state the trade name, address and a brief description of STATION F on its website for the sole purpose of carrying out its activity, for the duration of the Contract only and in respect for the Company's image and reputation. Upon expiration or termination of the Contract, for any reason whatsoever, the Beneficiary undertakes to no longer use STATION F's postal address. Notwithstanding the foregoing, the Beneficiary expressly undertakes not to use the address of STATION F as registered office and/or domiciliation address.

Any advertising, promotional and/or communication medium reproducing the logos, brands and/or any other distinctive signs of STATION F and/or the Company must strictly comply with the graphic charter accessible on request from the Company and be submitted beforehand to the Company for approval, except as provided in the preceding paragraph. In any case, in the absence of a response within fifteen (15) working days, said support will be deemed accepted by the Company.

The Beneficiary expressly authorizes the Company to use, from the conclusion of the Contract and for the duration of protection of intellectual property rights and free of charge, its commercial name, its trademarks, logos and other distinctive signs on all advertising media and/or communication and in particular on its website and in all press releases, for the sole purposes of promoting STATION

F and/or the Founders Program. If he wishes, the Beneficiary may communicate to the Company a graphic charter for the purposes hereof.

The Beneficiary may, subject to the prior written agreement of the Company, affix his distinctive signs on his Workstation(s) or near them. The Beneficiary undertakes to withdraw them, without delay and at his expense, upon expiry or termination of the Contract for any reason whatsoever. The Beneficiary also undertakes to obtain the Company's prior written authorization for any recording, editing, distribution and/or reproduction of photographs, images, videos, advertising spots and/or reports, taken and/or shot within STATION F.

16. Privacy

Each of the Parties undertakes to keep confidential all documents, information, data, whatever their nature and subject, including - without limitation - any contact, address, surname, first name, telephone number that may be accessible on the intranet of STATION F as well as any possible advantage code proposed by a partner, of which it becomes aware within the framework of the execution of the Contract. Any breach by the Beneficiary of this confidentiality undertaking may result in the termination of this Agreement solely at his fault, without prejudice to any damages that the Company may be entitled to claim. This covenant of confidentiality is entered into for the term of this Agreement and shall survive the expiration or termination of the Agreement, for whatever cause, for a period of five (5) years.

17. Personal data

In accordance with the provisions of Law No. 78-17 of January 6, 1978 as amended (known as the "loi Informatique et Libertés" or "LIL") and those of the General Data Protection Regulation No. 2016/679 of April 27, 2016 ("GDPR") (the LIL and the GDPR being together referred to as the "Regulations"), STATION F, which alone determines the purposes and means of the processing of personal data of Authorized Persons, acts as data controller for the data that STATION F collects directly (art.13 GDPR) for the following purposes:

(i) Execution of this Contract binding STATION F and the Beneficiaries and execution of the Contract binding STATION F and the Authorized Persons in order to provide them with the dedicated campus intranet and the other IT resources of STATION F in accordance with the contract concluded between the Authorized Persons and STATION F (processing without consent necessary for the performance of a contract - art.6.1 (b) GDPR);

(ii) the legitimate interest of STATION F to ensure the proper functioning of the STATION F campus, in particular with regard to the animation of the STATION F community and the achievement of its objectives of managing the start ecosystem -ups and resident entrepreneurs (processing without consent necessary for the performance of a contract - art.6.1 (f) GDPR).

The categories of data processed are as follows (hereinafter the "Data"):

- Identification data (surname, first name) and photograph for the creation of an access badge
- Email address

Station F keeps the Data of Authorized Persons for the duration of the execution of the contractual relationship and, beyond, for a period of 3 years from the end of the contractual relationship. The Data is then archived during the limitation period and for statistical purposes.

privacy@stationf.co by email . STATION F undertakes to respond by email to the Authorized Person concerned within thirty (30) days of receipt of their request, except in special circumstances requiring a period of one additional month under the conditions permitted by the Regulations.

Each Authorized Person is informed of the purposes and methods relating to the processing of Data carried out by STATION F, as well as of their rights and the conditions for exercising their rights when registering on the campus intranet, in particular through (i) the conditions terms of use of IT resources and (ii) STATION F's privacy policy, these two documents being accessible at the following address: <https://legal.stationf.co/>

18. Relationship between the Parties – Nature of the obligations

It is expressly agreed between the Parties that the use of the Services and/or the premises of STATION F by the Beneficiary, including the provision of Workstations, cannot confer on the Beneficiary any right to lease (civil or commercial) and/or any other right of any other nature on the premises and facilities of the Company. Consequently, the Company acknowledges having been informed that it cannot claim any commercial property over the Workstation(s), nor claim any compensation for eviction in relation thereto.

None of the provisions of the Contract shall be construed as creating any relationship of agent, employer to employee and/or partnership between the Beneficiary and the Company.

19. Additional provisions

The invalidity or non-application of a clause of the Contract will not result in the invalidity of the other clauses of this Contract, which will remain effective. The Parties may decide, in consultation, to replace the invalidated clause(s).

It is strictly agreed that, unless otherwise agreed in writing between the Parties, any breach, delay or waiver on the part of either Party in the exercise of one of its rights under the Contract, regardless of either the frequency or the duration, cannot constitute a renunciation of this right.

20. Applicable law – Competent jurisdiction

The Contract is governed by and interpreted in accordance with French law. Any litigation or disagreement resulting

from and/or in connection with the Contract will be submitted to the competent courts within the jurisdiction of the Paris Court of Appeal, even in the event of multiple defendants, warranty claims or summary proceedings.

21. ACCEPTANCE

THESE GENERAL CONDITIONS FORM AN INTEGRAL PART OF THE AGREEMENT BINDING THE PARTIES. BY ELECTRONIC VALIDATION OF HIS ORDER, THE BENEFICIARY ACKNOWLEDGES THAT HE HAS READ THESE GENERAL CONDITIONS, THAT HE HAS PERFECTLY UNDERSTOOD THE CONTENT AND THAT HE ACCEPTS THE TERMS.

FOUNDERS PROGRAM