

# “FOUNDERS” PROGRAMME GENERAL TERMS AND CONDITIONS

## BETWEEN:

The *société par actions simplifiée* **STATION F**, having its registered offices at 16 rue de la Ville l’Evêque, 75008 Paris, registered with the Paris Trade and Companies Register under number 794 493 841 (hereinafter the “**Company**”),

## AND:

Any individual or legal entity, acting in their capacity as a professional, wishing to subscribe to the Services of the “Founders” programme in accordance with the terms and conditions set forth in this Agreement and subject to their eligibility for said Services (hereinafter the “**Beneficiary**”).

## RECITALS

The Company operates a space within the STATION F campus, dedicated to launching and developing a thousand innovative start-ups. It provides the latter with access to unique spaces for work and discussion, spread out over more than 34,000 m<sup>2</sup>, as well as various related services.

The Beneficiary contacted the Company in order to benefit from the “**Founders**” programme proposed by it at the STATION F campus and which includes resources and support services dedicated to entrepreneurs.

The Beneficiary acknowledges that it has verified that said programme corresponds to its needs and that it has received all the information and advice it required from the Company to allow it to enter into this undertaking properly informed.

## 1. Definitions

- 1.1. “**STATION F**” means all buildings, facilities and infrastructure composing STATION F, where the Services are provided;
- 1.2. “**Agreement**” means the agreement entered into between the Parties, including these General Terms and Conditions, all Orders made by the Beneficiary and confirmed by the Company, any schedules and/or amendments duly signed by both Parties and the Internal Rules;
- 1.3. “**General Terms and Conditions**” means these general terms and conditions, including all schedules, complements and amendments which the Company may make thereto, in accordance with the provisions of Article 2.5;
- 1.4. “**Order**” means the order placed electronically by the Beneficiary on the Company’s website, in accordance with the provisions of Article 6 hereafter, by which the Beneficiary selects the number of Workstations desired and subscribes to the Services, said Order being subject to the Company’s written

confirmation;

- 1.5. “**Party/ Parties**” means individually the Company or the Beneficiary and collectively the Company and the Beneficiary;
- 1.6. “**Internal Rules**” means the STATION F internal regulations, defining all regulations applicable therein in order to guarantee the best possible cohabitation between users and visitors and which can be accessed on the Company website (<https://legal.stationf.co>);
- 1.7. “**Workstation**” means one (1) individual station equipped with a desk, chair and Internet access (Ethernet and/or Wi-Fi), 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 listed exhaustively in Article 3.2 hereafter.

## 2. Scope of application

- 2.1. The General Terms and Conditions apply to all Beneficiaries who have subscribed to the “Founders” programme, in accordance with the conditions defined herein.
- 2.2. Subscription to the “Founders” programme and use of the Services by the Beneficiary implies their full and complete compliance with these General Terms and Conditions. All derogatory and/or complementary provisions must be the subject of a prior written agreement between the Parties.
- 2.3. These General Terms and Conditions, the Order confirmed in writing by the Company and their schedules and possible amendments, constitute the entirety of the agreement which is valid and binding on the Parties.
- 2.4. The provisions of the Agreement shall prevail over any contract or contrary agreement, including in particular the Beneficiary’s general terms and conditions of purchase, if any. They supersede any prior oral or written agreement whose purpose is to govern the rights and obligations of the Parties with respect to the purpose hereof.
- 2.5. The Company reserves the right to amend these General Terms and Conditions, at any time, provided that the Beneficiaries are informed in writing at least one (1) month before the entry into force of the new version of the General Terms and Conditions. In this

case, the Beneficiary will, as from the date of communication of this information by the Company, have one (1) month to terminate this Agreement, without indemnities being payable to either of the Parties. Otherwise, the Beneficiary will be deemed to have accepted the new version of the General Terms and Conditions.

### 3. **“Founders” programme**

3.1. As part of the Agreement, the Beneficiary subscribes to the Services as a STATION F “Founder”. In this respect, the Beneficiary will be allocated individual use of the Services for the period defined in Article 9 hereafter.

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

- Access to Workstations 24/7
- Internet access with a personal network
- Hosting of visitors in the “SHARE” zone
- Availability of multipurpose photocopiers
- One (1) private locker for each Workstation
- One (1) access badge for each Workstation
- 1-hour access to a meeting room for each Workstation, per week, up to a maximum of 7 hours per week for all Workstations
- Access to events dedicated to the community
- Access to events reserved to the Founders
- Access to the STATION F intranet (as a “Founder”)
- Access to STATION F community advantages (volume of free business, discount)
- Access to all STATION F common areas (Café, Restaurant, Open Stage, Relaxation space)
- Electricity, Heating, Water, Cleaning and maintenance of Workstations, Maintenance of equipment made available by the Company, subject to the provisions of Article 7 hereafter.

3.3. The Beneficiary has the possibility, in addition to its subscription as a Founder, to subscribe to one or more optional services, in accordance with the conditions in effect.

### 4. **Subscription conditions**

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

(i) be a (a) legal entity validly registered with the Trade and Companies Register in France or with any other equivalent register abroad, or (b) an adult individual acting as a professional and with the legal capacity to enter into this Agreement governed by French law; and

(ii) take out a subscription for less than fifteen (15) Workstations.

As may be relevant, other subscription and eligibility conditions can be specified when placing the Order.

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

(i) a K-bis extract issued within the last three (3) months certifying that it is registered with the Trade & Companies Register or any equivalent foreign entity, or for legal entities awaiting registration, all supporting documents certifying such a registration application;

(ii) all supporting documents regarding a change in social form for legal entities.

For Beneficiaries whose establishment is pending, a K-bis extract certifying registration with the Trade & Companies Register or any other equivalent register must be immediately communicated to the Company on the definitive date of registration of the Beneficiary.

Registration of a company by an individual Beneficiary for the purposes of his activity will result in the transfer of rights and obligations under this Agreement to the newly created company, subject to a prior written agreement between the two Parties.

4.3. The Beneficiary undertakes to immediately notify the Company in writing of any change affecting its eligibility for the Services hereunder.

Should the Beneficiary at any time cease to fulfil the eligibility criteria provided for in the Agreement, the Company will be entitled to automatically terminate the Agreement with immediate effect, without said termination entitling the Beneficiary to any compensation.

### 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 uses all reasonable means available to it to ensure the Beneficiaries enjoy continued access to the Services, but cannot be bound by any performance obligation.

5.2. The Company cannot, in particular, be held responsible for any temporary malfunction of the Services, networks, facilities and/or equipment which it makes available to the Beneficiaries and/or any other event, outside its reasonable control, which would prevent or cause a deterioration in access to the Services.

5.3. The Company reserves the right to interrupt, momentarily suspend or modify access to all or part

of the Services, without notice, for maintenance purposes or any other reason, without such interruption entitling the Beneficiary to any compensation.

- 5.4. The Company must be immediately notified in writing of any difficulty encountered by the Beneficiary in use of the Services and will make every effort to respond thereto within a reasonable time frame.
- 5.5. The Beneficiary undertakes, as may be relevant, to provide the Company and/or any third party commissioned by it, with access to its Workstation(s) in order to resolve any malfunction of the Services.
- 5.6. The Company reserves the right, at any time, to make any modifications, in particular related to a technical or technological development, practical or regulatory constraints and/or for any other legitimate reason, provided that said modification does not impact the price of the Services.
- 5.7. In the event of modification of the Services resulting in a change in the applicable financial conditions, the Company will inform the Beneficiary in writing, giving at least one (1) month's notice, before the entry into force of said modification. In this case, the Beneficiary will have one (1) month, as from notification, to terminate this Agreement, without indemnities being payable to either of the Parties. Otherwise, the Beneficiary will be deemed to have accepted said modifications.

## 6. Electronic conclusion of the Agreement

- 6.1. The Agreement (initial Order and possible Complementary Orders, as defined herein) is entered into 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 it to create an intranet account on the STATION F website, select the date for delivery of its badge, choose the number of Workstations, subscribe to possible optional services and provide its bank details (hereinafter the "**Initial Order**"). Validation of this Initial Order by the Beneficiary and its written confirmation by the Company makes the Agreement effective.
- 6.3. During the term of the Agreement, the Beneficiary can request an increase or decrease in the number of Workstations subscribed by means of (a) complementary Order(s) (hereinafter the "**Complementary Order(s)**"). A decrease is only permitted after a Minimum Subscription Period (as defined hereafter). An increase is only possible subject to the availability of spaces at STATION F

and subject to the prior written validation of the Company. The Complementary Order(s) complete(s) the Initial Order and any Workstation(s) subscribed are incorporated into the Agreement. They do not give rise to a further Minimum Subscription Period.

- 6.4. Each Order requires that the Beneficiary validate the successive stages detailed in the order process. This process ends with a summary page which allows the Beneficiary to see the order details and total price of the Services and, if necessary, correct the information by returning to previous steps. The Beneficiary definitively accepts the Order by clicking on the confirmation button.
  - 6.5. The Company immediately acknowledges receipt of the Order by email. Said Order confirmation email is sent to the email address of the Beneficiary's intranet account and includes the main characteristics of each Order:
    - identity of the Beneficiary;
    - number of Workstations subscribed;
    - any optional services;
    - total price of the Order;
    - date on which the Workstation(s) is/are made available, corresponding to the invoice start date;
    - General Terms and 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 an initial email acknowledging receipt of the order, then a second order confirmation email. Each email will include the main characteristics of the Order as well as the status thereof.
- ## 7. The Beneficiary's undertakings
- 7.1. The Beneficiary undertakes, for the entire term of the Agreement, to strictly comply with all provisions of the Agreement and in particular the STATION F Internal Rules.
  - 7.2. The Beneficiary undertakes to communicate to all co-founders, colleagues, employees and/or interns, agents and/or representatives in office (hereinafter the "**Authorised Individuals**") a copy of the Internal Rules and guarantees that the Authorised Individuals will respect said provisions. The Beneficiary guarantees and undertakes to indemnify the Company for all consequences resulting from a breach, negligence or wrong-doing by the Authorised Individuals in this respect.
  - 7.3. The Beneficiary undertakes to comply with all notes and/or circular instructions, as may be relevant, communicated by the Company to the Beneficiary, by any means whatsoever, and guarantees that the Authorised Individuals will also respect the latter.

- 7.4. The Beneficiary undertakes that only Authorised Individuals working full-time on the Beneficiary's activity have access to its Workstation(s), to the exclusion of any other individuals (service providers, contractors, visitors, clients, suppliers etc.). Access to STATION F by any other individual is in any case subject to the conditions of the Internal Rules.
- 7.5. The access badges given to the Beneficiary as part of the Services are for use by the Authorised Individuals only and their identity must be communicated to the Company beforehand. The Beneficiary will be given one (1) badge per Workstation. They are personal and nominative. The Company will be immediately notified in writing of any modification of the list and/or identity of the Authorised Individuals. The Company reserves the right to invoice the cancellation or issuance of modified badges.
- 7.6. The Beneficiary alone is liable for and guarantees the Company against all requests, consequences, claims, responsibilities, disputed losses and/or harm related to:
- (i) the obtaining and, as may be relevant, renewal in a timely manner of all insurance, authorisations, permits and qualifications, necessary for the performance of its activity;
  - (ii) the human, technical and financial means which it implements for the requirements of its activity;
  - (iii) the payment of all taxes, charges, licence fees, contributions, fees and expenses related to the performance of its activity;
- 7.7. The Beneficiary is and remains, for the entire duration of the Agreement, the only party liable for the management of all problems related to its personnel and/or its relations with its co-founders, agents and/or representatives, and holds the Company harmless in this respect.
- 7.8. The Beneficiary alone exercises all the powers of an employer over its personnel and undertakes to scrupulously respect all applicable legal and regulatory provisions, in particular those regarding the fight against illegal work. The Beneficiary employs, remunerates and is solely liable for its personnel and must settle all of its tax and social obligations.
- 7.9. The Services provided and in particular the Workstations made available to the Beneficiaries in the context hereof are only equipped in accordance with the conditions provided for herein. The Beneficiary acknowledges that it is familiar with and it alone is responsible for the choice of Services and all equipment, materials or complementary furniture which it may require for the performance of its activity and that the latter is at its own expense.
- 7.10. The Beneficiary alone is responsible for use of the Workstations as well as all equipment, accessories, materials and/or tools, which may be made available by the Company as part of the Services, and undertakes to return the latter to the Company in perfect condition after the end of use of the Services and to compensate the Company for any loss or deterioration caused by the Beneficiary and/or the Authorised Individuals.
- 7.11. The Beneficiary alone is responsible for the protection and security of its and of the Authorised Individuals' data, software, systems, networks, information, documents, intellectual and/or industrial property rights, business secrets and equipment. This includes the personal belongings of all personnel, service providers, subcontractors and/or authorised visitors, without it being possible for the Company to be held liable in any way whatsoever in this respect. The Beneficiary must in particular take all appropriate measures to protect its own data, information and/or software from any contamination by possible viruses circulating on the internet or the intrusion of all third parties in its systems, for any reason whatsoever and to regularly back-up its data.
- 7.12. The Beneficiary acknowledges that it is fully aware of the risks related to telecommunication networks and in particular the Internet, particularly in terms of the absence (i) of security regarding data transfers and/or (ii) performance guarantees regarding the volume and speed of data transfers; and holds the Company harmless in this respect.
- 7.13. The Beneficiary undertakes not to perform any activity and/or more generally commit within STATION F any forbidden, illegal or criminal act or act which is contrary to good morals and/or public policy, which is harmful to or likely to be harmful to any third-party rights, in particular third-party intellectual and/or industrial property rights, and/or likely to be harmful in any way to the Company's and/or any other Beneficiary's image or reputation.
- 7.14. The Beneficiary undertakes not to involve itself in any peddling, marketing and/or consulting in STATION F, without the prior written consent of the Company, which can be withdrawn at any time. The Beneficiary also undertakes not to collect, communicate, circulate and/or transfer, in any way whatsoever, any prohibited, illegal or criminal data, data contrary to good morals and/or public policy using communication networks made available to the Beneficiaries as part of the Services.
- 7.15. The Beneficiary undertakes to respect, at all times, the rights of others and in particular personality

rights (right of personal portrayal, right to privacy), trademarks, copyrights (in particular over software, sounds, images, texts, photographs) and neighbouring rights and, in general, the rights of individuals and goods at STATION F and/or in the context of use of the Services.

- 7.16. The Beneficiary undertakes not to use the Services in a fraudulent, abusive manner or in a manner which is contrary to laws and regulations in force.
- 7.17. The Company cannot under any circumstances be held liable for the use made by the Beneficiary of the Services and/or any loss or damage resulting from use of the Services.
- 7.18. The Beneficiary undertakes to immediately inform the Company of any difficulty, of any kind whatsoever, encountered as part of use of the Services and/or with any other Beneficiary, member of the STATION F personnel or STATION F visitor and to immediately comply with any application, formal 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 Workstations (and any optional services) subscribed by the Beneficiary upon validation of the Order and indicated in euros (excluding taxes).
- 8.2. The Services are invoiced monthly, as may be relevant on a pro rata basis, and in advance. Invoicing takes place as from the date of invoice indicated on the Order confirmation email (as defined in Article 6.5 below).
- 8.3. Invoices are issued electronically, including by email and/or by the Company website. The Beneficiary hereby agrees to make use of these means for communicating and making information available.
- 8.4. Invoices are paid within five (5) to ten (10) days of the invoice due date, by bank card with recurring payment, using the bank details communicated by the Beneficiary on its intranet account.
- 8.5. The price of the Services is a lump sum amount and only includes the Services defined in Article 3.2 above and any optional services defined in the Order. It does not include all other goods and/or services available at STATION F, such as the cost of printing, telephone services, access to events, replacement of badges etc. The latter are subject of separate invoicing based on the prices in force at STATION F.
- 8.6. The Company reserves the right to change its prices at any time, provided that it informs the Beneficiary

by email one (1) month in advance if the new prices are less favourable to the Beneficiary. In this case, the Beneficiary will have one (1) month, as from notification, to terminate this Agreement, without indemnities being payable to either of the Parties. Otherwise, the Beneficiary will be deemed to have accepted the new price. The price modifications will apply to all Agreements, including those which have already entered into force.

- 8.7. The Company also reserves the right to immediately pass on any new tax or increase in legal tax rates.
  - 8.8. In the case of non-payment or late payment for any reason whatsoever, access to the Services will be automatically suspended, resulting in the deactivation of STATION F access badges. In this case, the Company cannot be held liable for failure to perform its obligations hereunder.
  - 8.9. If non-payment continues for more than thirty (30) days, the Agreement will be automatically and immediately terminated without said termination entitling the Beneficiary to any compensation and without prejudice to all late payment interest and/or damages which the Company may have grounds to claim.
  - 8.10. Without prejudice to the above, any late payment by the Beneficiary, for any reason whatsoever, will automatically result in the application of penalties corresponding to three (3) times the legal interest rate in force on the due date and a lump-sum indemnity for collection fees of forty (40) euros.
- ## 9. **Term**
- 9.1. The Agreement enters into force on the date on which Order confirmation is sent by the Company to the Beneficiary by email.
  - 9.2. Without prejudice to the above, the provisions regarding the payment of the price by the Beneficiary and the performance of the Services by the Company shall only take effect on the invoice date, as the Beneficiary is informed in the definitive Order confirmation email.
  - 9.3. The Agreement is entered into for a minimum term of three (3) months as from the first invoicing date of the Initial Order (defined hereafter as the “**Minimum Subscription Period**”). At the end of this Minimum Subscription Period, the Agreement is extended for an indefinite term, with the possibility for either Party to terminate it in accordance with the provisions of Article 10.1 hereafter.
  - 9.4. Any Complementary Order shall have no impact on the term of the Agreement, as resulting from the Initial Order.

## **10. Termination**

### **10.1. Termination by both Parties**

Following the Minimum Subscription Period, each Party will be authorised to terminate the Agreement, subject to a minimum notice period of thirty (30) days and without said termination entitling either Party to the payment of indemnities.

In the event that notice is given in the course of a month, termination will only be effective on the last day of the following month.

### **10.2. Termination by the Company**

Without prejudice to any other right to terminate provided for in the Agreement, the Company will be automatically authorised to terminate the Agreement by giving written notice and with immediate effect in any of the following cases:

- (i) a change in the activity performed by the Beneficiary and indicated during the selection process, except in the case of prior written notice sent to the Company and validated in writing by the latter;
- (ii) a breach by the Beneficiary (including all Authorised Individuals) of any of the provisions of the Agreement, including any breach of the Internal Rules, which is not remedied within a period of seven (7) days following formal notice sent by the Company to the Beneficiary (an email is insufficient);
- (iii) judicial or amicable liquidation or judicial reorganization of the Beneficiary, in accordance with legal and regulatory provisions in force and after formal notice given to the judicial representative to rule on the continuation of the Agreement;
- (iv) a serious breach by the Beneficiary of any of its obligations under the Agreement, which cannot be remedied.

In the event of early termination of the Agreement due to a wrong-doing by the Beneficiary, the Beneficiary will be automatically bound to pay the Company for the Services for the entire month in progress, and, as may be relevant, a lump-sum indemnity corresponding to the full price of the Services for the remainder of the Minimum Subscription Period, without prejudice to any damages which the Company may have grounds to claim.

### **10.3. Termination by the Beneficiary**

In accordance with the provisions of Article 2.5 (Amendment of these General Terms and Conditions), 5.7 (Modification of the Services), and 8.3 (Modification of the price), the Beneficiary can terminate the Agreement, subject to respecting the express terms and conditions set forth in said Articles and a minimum notice period of fifteen (15) days.

### **10.4. Consequences of termination**

Upon expiry or termination of the Agreement for any reason whatsoever, the Beneficiary undertakes to immediately return, in perfect condition, all Workstations, badges,

equipment, documents, accessories, and/or materials made available to the Beneficiary as part of use of the Services.

## **11. Liability**

### **11.1. Nature of the Company's obligations**

The Company's obligations under the Agreement are obligations to use best efforts. Consequently, the Company can only be held liable for any harm suffered by the Beneficiary - pursuant to the conditions of Article 11.2 hereafter - if the Beneficiary provides evidence of its wrong-doing.

### **11.2. Liability of the Company**

The Company's liability is limited to direct and personal material damage suffered by the Beneficiary due to wrong-doing or serious negligence in the performance of the Agreement.

The Company and its insurers cannot under any circumstances be held liable: for any harm or business problems, loss of earnings, loss of opportunity, loss of profits, loss of clients, loss of orders, operating loss and/or harm to reputation; in the event of incompatibility of the Beneficiary's equipment; incorrect use of the Services; loss and/or theft of the Beneficiary's and/or Authorised Individuals' and/or visitors' information, data, access codes, documents, media, materials, personal belongings and/or equipment not caused by the Company's wrong-doing; temporary loss of access to a telecommunication network; interruptions and/or full or partial unavailability of all services and/or networks operated by third-party operators; loss of information present on any of the Beneficiary's computer storage media and/or equipment.

The Company does not provide any express or implied guarantee, including, without this being exhaustive, regarding the quality, compatibility or suitability of the Services for a specific use and the respect by the other Beneficiaries of the conditions of use of the Services.

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

### **11.3. Liability of the Beneficiary - Insurance**

The Beneficiary alone is responsible for the use it makes of the Services and for all direct or indirect harm caused to the Company and/or any third party, by the Beneficiary and/or any Authorised Person(s).

The Beneficiary guarantees the Company and will hold it harmless against any consequences, claims, requests, actions, damages and/or harm resulting from a breach of the Agreement, a wrong-doing and/or negligence by the Beneficiary or any of the Authorised Persons, agents, subcontractors, and/or third parties commissioned by the Beneficiary.

The Beneficiary declares that it is duly insured for the purposes of its activity at STATION F and in particular for

all harm caused by its personnel and shall personally ensure that all of its equipment, materials, furniture or other elements used at STATION F are insured.

The Beneficiary undertakes to provide, upon the first request, and/or following any modification, all certificates regarding insurance policies taken out for the purposes of performance of its activity at STATION F.

#### **11.4. Force majeure**

For the entire duration of a force majeure event, no Party can be held liable for any breach of or late performance of its obligations resulting from such an event. Such events include, without this being exhaustive, water damage, lightning, fires, attacks, malfunctions of the electricity or telecommunication network, rallies or social unrest, strikes, lock-outs, situations making access to the premises impossible or any damage, vandalism and/or takeover by an unauthorised third party and, more generally, any event outside the Company's reasonable control.

#### **12. Ownership**

Each of the Parties remains the owner of assets, goods, equipment, software, information, materials and intellectual and/or industrial property rights which belong to it on the date on which the Agreement is entered into.

No provision in the Agreement can be interpreted as resulting in any transfer of property rights, including all industrial and/or intellectual property rights, from one Party to the other.

#### **13. Assignment - Transfer - Subcontracting**

The Company reserves the right to assign, transfer and/or subcontract, all or part of the rights and obligations arising from the Agreement, without informing the Beneficiary thereof beforehand. The Beneficiary cannot use this as grounds to claim the termination of the Agreement due to the Company's actions.

The Beneficiary is not authorised to assign, transfer and/or subcontract, in any way whatsoever, its rights and obligations under the Agreement without the Company's prior written consent.

#### **14. Address for service - Advertising - Communication**

The Company expressly authorises the Beneficiary to use its trade name, address and a short description of STATION F on its website for the sole purposes of performing its activity, solely for the term of the Agreement and in a manner which respects the Company's image and reputation. Upon expiry or termination of the Agreement, for any reason whatsoever, the Beneficiary undertakes to no longer use the STATION F postal address. Notwithstanding the above, the Beneficiary expressly undertakes not to use the STATION F address as its registered office and/or for the purposes of its registration with the Trade & Companies Register and/or any equivalent register.

Any advertising, promotional and/or communication

medium reproducing the logos, trademarks and/or any other distinctive signs of STATION F and/or the Company must strictly respect the graphic charter, accessible upon request to the Company, and be submitted to the Company beforehand for approval, except in the case provided for in the previous paragraph. In any case, in the absence of a response within a period of fifteen (15) working days, said medium will be deemed to have been accepted by the Company.

The Beneficiary expressly authorises the Company to use, as from the conclusion of the Agreement and for the duration of protection of intellectual property rights, free of charge, its trade name, trademarks, logos and other distinctive signs on all advertising and/or communication media and in particular on its website and in all press releases, for the sole purposes of promoting STATION F and/or the "Founders" programme. If it wishes, the Beneficiary can communicate a graphic charter to the Company for the purposes hereof.

The Beneficiary can, subject to the prior written consent of the Company, affix its distinctive signs on or near its Workstations. The Beneficiary undertakes to immediately remove the latter at its own expense, upon expiry or termination of the Agreement for any reason whatsoever. The Beneficiary also undertakes to acquire the Company's prior written consent for any recording, publishing, broadcasting and/or reproduction of photographs, images, videos, advertising spots and/or reports, taken or filmed at STATION F.

Upon expiry of the Agreement, the Beneficiary can indicate on any medium, its capacity as STATION F alumni, provided it respects STATION F's image and reputation. To this end, the Company reserves the right to withdraw this authorisation at any time and for any legitimate reason.

#### **15. Confidentiality**

Each of the Parties undertakes to keep all documents, information and data confidential, regardless of the nature and purpose thereof, including - without this being exhaustive - any contact, address, surname, name, telephone number which may be accessible on the STATION F intranet as well as any promotional code proposed by a partner, of which it became aware in the context of performance of the Agreement. Any breach by the Beneficiary of this confidentiality agreement may result in termination of this Agreement, on the sole grounds of fault by the latter, without prejudice to any damages which the Company may have grounds for claiming. This confidentiality undertaking is entered into for the duration of this Agreement and will continue after expiry or termination of the Agreement, regardless of the reason for the latter, for a period of five (5) years.

#### **16. Relations between the Parties - Nature of the obligations**

It is expressly agreed between the Parties that use of the STATION F Services and/or premises by the Beneficiary, including the provision of Workstations, cannot grant the

Beneficiary any (civil or commercial) leasehold rights and/or any other right of any kind over the Company's premises and facilities. Consequently, the Company acknowledges that it has been informed that it cannot claim any right of commercial occupancy over the Workstations or any eviction indemnity related thereto.

None of the provisions of the Agreement can be interpreted as creating any relation of agent, employer-employee relation and or partnership between the Beneficiary and the Company.



#### **18. Complementary provisions**

The invalidity or non-application of a clause of the Agreement shall not result in the invalidity of the other clauses of this Agreement, which shall remain in force. The Parties can together decide to replace the invalidated clause(s).

It is strictly agreed that, unless otherwise agreed in writing between the Parties, any failure to exercise, late exercising or waiving of one of the rights under the Agreement, by either of the Parties, regardless of the frequency or duration thereof, cannot constitute a waiver of this right.

#### **19. Governing law - Jurisdiction**

The Agreement is governed and interpreted in accordance with French law. Any litigation or dispute resulting from and/or related to the Agreement will be brought before the competent courts of the Paris Court of Appeal, even in the case of several defendants, third-party claims or a preliminary injunction action.

#### **20. ACCEPTANCE**

**THESE GENERAL TERMS AND CONDITIONS CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT WHICH IS BINDING ON THE PARTIES BY ELECTRONICALLY VALIDATING ITS ORDER, THE BENEFICIARY ACKNOWLEDGES THAT IT HAS READ THESE GENERAL TERMS AND CONDITIONS, PERFECTLY UNDERSTOOD THE CONTENT AND ACCEPTS THE TERMS THEREOF.**

**IMPORTANT NOTE - THE FRENCH VERSION OF THIS DOCUMENT SHALL GOVERN OUR RELATIONSHIP - THIS TRANSLATED VERSION IS PROVIDED FOR CONVENIENCE ONLY AND WILL NOT BE INTERPRETED TO MODIFY THE FRENCH VERSION. FOR THE FRENCH VERSION, PLEASE SEE THE STATION F LEGAL PAGE.**