

INVESTOR COMMUNITY TERMS & CONDITIONS

PREAMBULE

STATION F is a 34.000m² campus dedicated to the launch and development of about a thousand innovating startups, in particular in the technological and digital fields (hereinafter the “**Campus**”).

The investor (hereinafter the “**Investor**”) approached STATION F to have access to its Campus and ecosystem.

The General Terms and Conditions apply to all Investors who have subscribed to the “Investor Community” program, in accordance with the conditions defined herein.

By subscribing to the “Investor Community” program, accessing STATION F’s Campus and/or using any of the services, facilities or community provided by STATION F’s (hereinafter the “**Benefits**”), the Investor agrees to be legally bound by these terms and conditions (hereafter “**T&C**”).

These T&C, together with the FAQ Investor Community, the Internal Rules of STATION F and any other document provided by STATION F to the Investor in connection with the access to the Campus and the Benefits form the agreement concluded between STATION F and the Investor (hereinafter the “**Agreement**”).

1. BENEFITS

The list of Benefits provided to the Investor is specified exhaustively in the [FAQ Investor Community](#). Any additional services offered by STATION F may be billed to the Investor according to the prices in force.

The Investor acknowledges and agrees that the Benefits are provided subject to their availability.

2. MODIFICATION OF SERVICES

STATION F shall however not be held liable for any temporary dysfunction and/or interruption of any Benefits, services, networks, installations and/or equipment provided to the Investor which would temporarily alter or prevent the Investor accessing the Campus and/or Benefits.

STATION F reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Campus and/or the Benefits, in order to ensure maintenance or for any other legitimate reason, without such interruption, suspension or modification giving rise to any indemnification for the Investor.

STATION F reserves the right, at any time, to make any modifications to the Benefits related in particular to a technical evolution, technological, practical, regulatory constraints and/or for any other legitimate reason.

3. CONDITION OF USE

a. Campus access conditions

Access to the Campus and therefore the use of some of the Benefits is subject to badge access. The

badges are available at the front desk and are valid for the day from Monday to Friday (from 8:00 am until 8:00 pm). The badges give access to the Campus and are provided for the only use of the Investor’s staff and/or legal representatives (hereinafter “**Authorized Persons**”). The badges are personal and non-transferable. The Investor ensures that only Authorized Persons have access to the Campus.

The badges must be returned by the end of each day. If the Authorized Persons fail to do so STATION F reserves the right to bill the Investor according to the prices in force.

STATION F reserves the right to deny in its sole discretion any person access to the Campus for any legitimate reason.

b. Compliance with the existing rules

The Investor undertakes, at all times, to comply strictly with the Agreement and especially with all stipulations of the T&C and with the provisions of the Internal Rules of STATION F (including in case of evolution of this one) available on [\[STATION F Internal regulations\]](#).

The access by any person to the Campus is in any case subject to the respect of the Internal Rules of STATION F. In this context, the Investor undertakes to communicate to all Authorized Persons and guest a copy of the Internal Rules of STATION F and is committed to the respect of its provisions by the Authorized Persons.

The Investor warrants and undertakes to indemnify STATION F for all consequences resulting from a breach, negligence or fault of any Authorized Person(s) to any of the stipulations of these T&C and/or the Internal Rules, without prejudice to possible sanctions that may be implemented with respect to any Authorized Person concerned.

c. Use of equipment and facilities

The Investor acknowledges having been informed and accepts that no changes can be made to the proposed layout of the facilities (such as for example deleting or moving post(s), office(s) or decorative element(s)) and, is solely responsible for the choice of any additional equipment, materials, furniture that it may need for the purpose of its activity within STATION F, at its own costs. Being specified that the Investor is not authorized to add or store bulky furniture items such as, for example, tables, desks, rack or other.

The Investor is solely responsible for the use of any facility, equipment, accessories, materials and/or tools provided, as the case may be, by STATION F as part of the Benefits. The Investor undertakes to return them to STATION F in the same condition it received them upon termination of the Agreement and to indemnify STATION F for any loss or degradation caused thereto by the Investor and/or the Authorized Persons.

The Investor undertakes not to use any address of

STATION F campus as registered office and/or for the purposes of its registration in the Trade and Companies Register or any equivalent register. Failing this, STATION F may suspend the Campus' access and the supply of the Benefits and, where applicable, terminate the Agreement, under the conditions defined in Article 10.

d. Investor's data and equipment security

The Investor is solely responsible for the protection and security of its data, software, systems, networks, information, documents, intellectual and/or industrial property rights, trade secrets, equipment, as well as of the personal effects of the Authorized Persons, without STATION F bearing any liability in this respect.

The Investor must in particular take any appropriate measures to protect its own data, information and/or software of any possible virus circulating over the internet or from any fraudulent intrusion into its systems by third parties, and regularly save its data.

The Investor acknowledges being fully informed of the risks associated with the telecommunication networks, in particular in terms of (i) security of the data transmitted over them and (ii) performance guarantees in relation with the volume and rapidity of data transmission; without STATION F bearing any liability in this respect.

e. Investor's activity and employees

The Investor undertakes to use the Benefits in a reasonable manner and in connection with its professional activity. Any use which could be construed as fraudulent, abusive, contrary to laws and regulations in force or more likely to disrupt the Campus is prohibited. In particular, but without limitation, the Investor is aware that any hawking or solicitation is prohibited within STATION F, except with the prior written consent of STATION F, revocable at any time. Similarly, the Investor is prohibited from using the Benefits or facilities for "retail" purposes within the Campus or for any other activity involving frequent visits by outsiders.

The Investor is solely responsible and shall hold STATION F harmless from any claims, consequences, actions, liabilities, losses, and/or damages relating to : (i) obtaining in due time, as applicable, any insurances, authorizations, qualifications necessary for the purpose of exercising its activity within STATION F; (ii) any human, material, technical and financial means necessary to its activity within STATION F; (iii) the payment of any taxes, fees, charges, costs and expenses related to its activity within STATION F.

The Investor is and remains solely responsible, at all times, for any employment issues related to its personnel and holds STATION F harmless from any liabilities in this respect. The Investor is solely responsible for exercising its employer's authority towards the members of its personnel and undertakes to strictly comply with any applicable laws and regulations, in particular as regards with illegal work.

f. Non-infringement of third parties' rights

The Investor shall refrain from performing any activity and/or more generally any action that is prohibited,

illegal, illicit and/or contrary to public order, that may infringe STATION F's and/or any third party's rights and in particular any intellectual and/or industrial rights, or that may harm in an manner the image or reputation of STATION F and/or any user of STATION F's Campus.

The Investor shall not collect, communicate, broadcast and/or transmit in any manner any data that is prohibited, illegal, illicit and/or contrary to public order through the communication networks provided, where applicable, as part of the Benefits and/or other services performed by STATION F.

The Investor undertakes to comply, at all times, with any third party's rights and in particular with any personality rights (such as image rights, privacy rights), trademarks and copyrights (in particular, without limitation, on software, sounds, images, texts and photos) and related rights and more generally any property and/or personal rights within STATION F and/or when using the Benefits and/or other services performed by STATION F.

The Investor shall refrain from collecting, recording, and/or broadcasting images within STATION F, by any mean, in any form and on any support whatsoever, without STATION F's prior written authorization.

4. INVESTOR'S UNDERTAKING

The Investor undertakes to respect the commitments described in the FAQ Investor Community, and especially the ones under the section "What is expected of me when joining the community?" regarding sourcing, access and visibility.

The Campus and the Benefits are made available to the Investor only for the purposes described in the FAQ Investor Community, to the exclusion of any other use (sales area, solicitation, public reception, etc.).

5. DURATION

This Agreement is concluded for indefinite period.

Each Party can terminate the Agreement upon simple written information, such as an email, and without any notice.

6. COMMUNICATION

The Investor expressly authorizes STATION F, throughout the duration of this Agreement, and free of charge, to use and reproduce its distinctive signs on any promotional and/or communication materials, worldwide, on any support and in any form whatsoever, in particular, without limitation, on its website and in any press releases, for the purpose of promoting the present offer and/or STATION F. The Investor may provide STATION F with a graphic charter for the purpose of the presents.

Any promotional and/or communication materials of the Investor using STATION F's distinctive signs, in any form and on any support whatsoever, must be submitted to STATION F for prior approval and shall strictly comply with STATION F's Graphic Charter accessible on the website <https://stationf.co/press>.

The Investor shall further request STATION F's prior written approval for any recording, edition, broadcasting, and/or reproduction of photos, pictures, videos, advertisings and/or exports, recorded and/or filmed

within STATION F as well as for any press release in relation with STATION F, the Benefits and/or mentioning STATION F.

Each Party shall refrain from making any negative statements, on any support and in any form whatsoever, and/or any other kind of statements that may harm, in any manner, the image and/or reputation of the other Party, STATION F's campus and/or the Benefits.

These provisions relating to the Communication supersede the obligations of confidentiality provided below.

7. LIABILITY

STATION F's liability is limited to the direct personal and material damage suffered by the Investor as a result of STATION F's fault or gross negligence in the performance of the Agreement. STATION F shall in no circumstance be held liable for any indirect loss suffered by the Investor, any business disturbance, loss of profit, loss of reputation, loss of investment, loss of business, expected gains, or image loss of any kind.

STATION F and its insurers shall in no circumstance be held liable in case of temporary impossibility to access all or part of the campus; for any equipment incompatibility, inappropriate use of the Benefits and/or any other services, loss or theft of information, data, access codes, documents, materials, personnel effects and/or equipment belonging to the Investor and/or the Authorized Persons, which are not attributable to STATION F's fault or gross negligence ; and/or any disturbance or disruption of the Benefits, temporary suspension of the telecommunication networks, partial or total disturbance or inability to use any services and/or networks operated by third operators. STATION F shall not be held liable for any loss or theft of data contained in Investor's storage media.

STATION F provides the Benefits and/or any other services on an "as is" and "as available" basis and makes no warranty, whether express or implied, with regard to, without limitation, the quality, compatibility, availability, or fitness for a particular purpose of the Investor. The Investor uses the Benefits and/or any other services offered by STATION F at its own discretion and risk. No advice or information, whether oral or written, obtained by the Investor from STATION F and/or its staff will create any warranty or condition not expressly stated in these terms.

In any case, STATION F'S liability hereunder shall be limited, to the extent permitted by applicable law, to the total price of one thousand euros (1.000€).

8. Force majeure

Throughout the duration of an event of force majeure as defined in Article 1218 of the French Civil Code, no Party may be held responsible 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, malfunction of the power or telecommunication network, mobilization or social unrest, strike, lockout, a situation that makes it impossible to access to the premises or any degradation, vandalism and/or takeover by an unauthorized third party and, in general, any event

beyond the reasonable control of STATION F.

9. INSURANCE

The Investor declares and warrants that it has subscribed to all insurance policies necessary for the proper exercise of its rights and obligations under this Agreement (including its civil liability and property damage) with a reputedly solvent insurance company covering in particular the financial consequences of any damage suffered by STATION F in connection with the performance of the Agreement. The Investor undertakes to provide, on the date of signature of this Agreement, then on first request and / or on the occasion of any modification, all certificates relating to such insurance policies.

10. TERMINATION

a. Case of termination

Notwithstanding any other termination right hereunder set forth, STATION F may terminate this Agreement, as of right, by written notice with immediate effect for any legitimate reason with regard to, without limitation, any breach by the Investor (including Investor's Authorized Persons) to any of the provisions of this Agreement which, as a reminder, includes these T&C and the Internal Rules of STATION F, and/or if the Investor enters into liquidation, whether voluntary or judicially, or into any judicial recovery procedure, to the extent permitted under applicable laws and regulations and upon judicial representative's decision on the continuation of the Agreement.

Any failure of an Authorized Person may also result in the immediate suspension of the access badge, without compensation for the Authorized Person or the Investor and without prejudice to any damages that STATION F would be entitled to claim. In the event of a breach by the Investor, all access badges may also be suspended until the breach is remedied, without any compensation for the Investor.

b. Effect of termination

Upon termination or expiry of this Agreement for any reason whatsoever, the Investor shall immediately: (i) cease to benefit from any rights granted by STATION F under this Agreement; (ii) cease to use and to make any references to "STATION F" and/or any of STATION F's distinctive signs ; (iii) return any equipment, documents, accessories and/or materials that may have been provided by STATION F hereunder as part of the Benefits.

After providing reasonable advance notice, STATION F will be entitled to withdraw the property left in the dedicated area, if any, and the Investor waives any claim or demand for such property or the treatment of such property. The Investor will be responsible for paying all costs reasonably incurred by STATION F in relation to such withdrawal.

Any termination of this Agreement will be without prejudice to any rights or liabilities acquired or incurred on the date of termination.

11. CONFIDENTIALITY

This Agreement, and any and all data, information and other types of documents in whatever form or oral

information exchanged or obtained within the context of the negotiations or the carrying out of the Agreement, shall be deemed confidential and proprietary. The Parties agree that they will not, except with the prior written consent of the other Party use, publicize, divulge or disclose to any third party, either directly or indirectly, any of said information, databases, and other types of documents, or any oral information. The present confidentiality undertakings shall apply throughout the duration of this Agreement and two (2) years thereafter.

12. PERSONAL DATA

a. Guarantees provided by STATION F as Data Processor

In the context of the Agreement, the Investor determines the purposes and means of the data processing, which are described below. It therefore acts as data controller regarding the Authorized Persons, and STATION F acts as data processor as defined by Law No. 78-17 of 6 January 1978 as amended and the General Data Protection Regulation No. 2016/679 of 27 April 2016 ("**GDPR**") (these regulations being referred to collectively as the "**Regulations**").

The Parties undertake to abide to all the legal and regulatory obligations they fall under due to their legal status, and STATION F shall abide to the Investor's instructions, and to the applicable provisions set out by the Regulations (of which article 28.3 of the GDPR) which imposes to specify the following:

- (i) The object, nature and purpose(s) of the data processing: Providing access to Campus, Benefits and any other services as described in the FAQ Investor Community (hereafter the "**Data Processing**");
- (ii) As a data processor, STATION F commits towards the Investor, to act only following written and documented instructions regarding the Data Processing and to ensure prior to and during the Data Processing, the fulfilment of the obligations set out by the GDPR;
- (iii) The categories of data that are processed are the following (hereafter the "**Data**"):
 - Identification data (name, last name)
 - Email addresses
- (iv) The categories of persons concerned are the Authorized Persons;
- (v) Those who are in charge of Data Processing operations at STATION F are subject to an obligation of confidentiality. In particular, STATION F will make sure that this obligation is observed by the personnel it hires for the execution of the tasks entrusted by the Investor;
- (vi) For the purpose of the Data Processing, STATION F shall not hire other data processors than those offering common IT resources or in charge of the maintenance of the Campus, and which STATION F regularly assess regarding the implementation of sufficient guarantees in terms of Data protection. STATION F can

provide a list of these data processors at the Investor's request;

- (vii) STATION F undertakes to ensure the security of the Data so as to, in particular, prevent any loss, damage, alteration or non-authorized access to the Data, and to implement all the technical and organizational measures capable of offering such security; to this end, STATION F undertakes in particular to notify the Investor, as soon as possible, of any violation of the Data that it is aware of and which falls under the scope of article 33.2 of the GDPR;
- (viii) STATION F undertakes to provide help and assistance to the Investor to help it to abide to its obligations under articles 32 to 36 of the GDPR;
- (ix) STATION F shall help the Investor to answer the requests of the individuals who wish to obtain an access, a rectification, an erasure or an opposition as well as a limitation or, when applicable, the portability of their Data. When individuals lodge a request before STATION F to enforce their rights, STATION F must, upon reception, forward these requests by email to the Investor;
- (x) In the event that STATION F should be required to proceed to a transfer of Data outside the European Union pursuant to the law to which it is subject and except when the instructions are received from the Investor, it will inform the Investor. In other cases, STATION F shall not proceed to any transfer of Data outside of the European Union other than those possibly undertaken by its service providers offering usual IT resources and under the condition that said providers offer appropriate guarantees for the transfer in question;
- (xi) STATION F undertakes to make available to the Investor all the necessary information to demonstrate the observation of the obligations set out by article 28.3 of the GDPR and to allow audits to be undertaken and to contribute to them, limited to one audit per year for which the Investor undertakes to inform STATION F at least fifteen (15) days beforehand, being understood that the Parties may by mutual agreement postpone the date of the audit if the initial proposition cannot be satisfied, particularly in times of high business activity;
- (xii) At the end of the business relationship and at the request of the Investor, STATION F undertakes to return the Data to the Investor.

b. Subsequent Processing of the Data as Data Controller

In the context of its activity dedicated to start-ups and innovation and given the leading and stimulating role it plays for its community, STATION F offers its partners and resident start-ups various services. Thereupon, through the provision of Campus access and dedicated services, STATION F is required to process Data

regarding the Authorized Persons as mentioned above.

The Investor declares that it is informed and accepts that STATION F processes the Data within the limits of the achievements of the objectives linked to its business and the purposes indicated above, that are in relation and compatible with the purposes of the initial data collection. In this instance, STATION F acts as controller of the processing and commits to abide to the obligations pursuant to the Regulation.

Every Authorized Persons benefit from the following rights:

- Right of Access: the right to request information on the data processing as well as a copy of the said personal data;
- Right to rectification: the right to ask, rectify, modify or update the personal data;
- Right to Erasure: the right, in certain cases, to request the erasure of personal data;
- Right to the limitation of the processing: right to ask, under certain conditions, for the limitation of the processing operations to the conservation of the personal data;
- Right to Object: the right, in certain cases, to object to the processing of the personal data;
- Right to portability: the right, under certain conditions, to request to receive the personal data or their transmission to another data controller.

Every Authorized Persons also have the right to set instructions regarding how their data will be processed following their death and to lodge a complaint with the CNIL.

They can exercise these rights at any time by sending an email to privacy@stationf.co.

13. MISCELLANEOUS

The Parties to this Agreement are independent contractors. The Investor is solely responsible for all its own expenses and employees. Nothing in this Agreement constitutes the Investor as the legal representative, agent, joint venture, employee or partner of STATION F or STATION F as fiduciary of the Investor for any purpose. The Investor is solely responsible for its staff, Authorized Persons and for all its own expenses.

It is expressly agreed between the Parties that the use of the Benefits and/or the premises of STATION F by the Investor, cannot confer to the Investor any right to the lease (civil or commercial) and/or any other right of any kind on the premises and facilities of STATION F. The Parties thus expressly recognize that Articles L. 145-1 to L. 145-60 of the French Commercial Code and the provisions of the decree amended September 30, 1953 on Commercial Leases do not apply to this Agreement. Consequently, the Investor acknowledges having been informed that he will not be able to claim any commercial property, nor claim any eviction compensation in relation to them.

Each of the Parties retains ownership of its assets, property, equipment, software, information, materials, intellectual and/or industrial property rights belonging to it at the date of signature of the Agreement. Nothing in the Agreement shall be construed to imply any transfer of ownership, including any industrial and/or intellectual

property rights, of either Party to the benefit of the other.

The rights and obligations conferred to the Investor under the Agreement are personal and the Investor may not assign, delegate, transfer, assign by novation or subcontract them in any way, in whole or in part, for the benefit of any third party, without the prior written consent of STATION F. In contrast, STATION F is authorized to assign, delegate, transfer, subcontract or assign to any third party its rights and obligations under the Agreement, in whole or in part, without having to inform or request the prior consent of the Investor.

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties, whether written or oral, in connection with its subject matter.

STATION F reserves the right to amend the Agreement, including these Terms and Conditions, the Internal Rules of STATION F and the FAQ Investor Community at any time by posting the amended version(s) on the website which are accessible [here](#), which posting shall constitute notice to the Investor.

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement will continue in force.

No waiver by any Party will be effective unless given in writing. No waiver of a right will be construed as a waiver of any other right whether or not of a similar nature.

14. APPLICABLE LAW

The Agreement is governed by and construed in accordance with French law. In the event of disputes relating in particular to the validity, the interpretation and the execution of the Agreement, the Parties will attempt to find an amicable solution. In the absence of an amicable settlement within forty-five (45) calendar days of the first written complaint sent by registered mail with acknowledgment of receipt by one of the Parties to the other Party, the Parties agree to submit the dispute to the exclusive jurisdiction of the commercial Court of Paris (France).

