

Investment Contract – Subordinated Loan – Investment Profile High & High

FDC-System UG (haftungsbeschränkt)

Friedrichshafener Straße 1
82205 Gilching

(hereinafter referred to as the „**Company**“.)

represented by Ralph Ciech

and

[Name des Investors]

[Adresse des Investors]

(hereinafter „**Funder**“.)

(hereinafter each individually „**Party**“ and jointly „**Parties**“.)

are concluding the following contract:

Preamble

- A. The Company is active in the field of research and development of aerospace products. The Company has been duly established on 11.06.2018 and is registered under registry no HRB 242253 in the corporate register in München. The share capital of the Company amounts to EUR 400,00. Managing Director of the Company is Ralph Ciech
- B. To strengthen its financial basis the Company has decided to raise money in the framework of a crowdinvesting Campaign on www.SpaceStarters.com (hereinafter „**SpaceStarters Website**“) in the form of qualified subordinated loans (qualifizierte Nachrangdarlehen).
- C.

SpaceStarters Website offers companies the possibility to introduce their business model and find investors. Investors (hereinafter „**SpaceStarters Users**“ or „**Funders**“) have the opportunity to participate in the economic success of companies in three different categories (start-up companies, growth companies, established companies) through subordinated loans (hereinafter "**Investment**"). The structure of the subordinated loans depends on the category of company being invested in. FDC-System UG (haftungsbeschränkt) is a start-up company.

The SpaceStarters Website is an online platform operated by FunderNation GmbH, Talstraße 27E, 64625 Bensheim-Auerbach, Germany (hereinafter „**FunderNation**“). During an individually agreed upon period Funders can invest in the Company. Each investment opportunity will be introduced as a fundraising Campaign (hereinafter "**Campaign**") with an individual minimum target amount that needs to be reached as total of all investments by the Funders in this Campaign (hereinafter "**Funding Minimum**") as well as an individual maximum amount (hereinafter "**Funding Limit**"). A prerequisite for success of the presented investment opportunity is that the Funding Minimum is reached within the respective Campaign

- D. As part of the Crowdfunding on the SpaceStarters Website, the Funders grant subordinated loans to the Company. The subordinated loans are debt. They do not include a shareholding of the Funder in the Company. On the contrary, the Funders are entitled to a repayment of the loan at the end of the term as well as an interest on the Loan Amount in accordance with the respective Investment Contract. As subordinated lenders, Funder's claims (in particular interest payment and repayment) are subordinated vis-a-vis the claims of all present and future creditors of the Company. In addition, the Funders are obliged not request their subordinated claims from the company as long as their fulfillment would cause insolvency or overindebtedness of the Company.
- E. The Investment Contract between the Funder and the Company is subject to two conditions. First, the Investment Contract is subject to the condition precedent of the receipt of the Loan Amount by the Company. Second, the Investment Contract is subject the condition subsequent that the Company's Campaign on the SpaceStarters Website is not successfully completed.

Now therefore the parties agree as follows:

1 Conclusion of Contract

- 1.1 By completing the investment form on the SpaceStarters Website and clicking on the "Invest with obligation to pay" button at the end of the investment form, the Funder submits an offer for an investment in the Company at an amount individually stipulated by the Funder ("**Loan Amount**") in the form of a subordinated loan ("**Subordinated Loan**") ("**Investment Offer**").
- 1.2 Upon receipt of the Investment Offer, FunderNation will send the Funder an email confirming the receipt of the Investment Offer at FunderNation ("**Offer Confirmation**") and the acceptance of the Investment Offer of the Funder by the Company ("**Investment Contract**") ("**Investment Confirmation**"). There is no requirement for a separate written contract.

2 Granting of a Loan

The Funder grants the Company a Subordinated Loan in the amount of the Loan Amount individually determined by him in the Investment Offer.

3 Conditions

- 3.1 This Investment Contract is conditional on the payment of the Loan Amount by the Funder (hereinafter "**Condition Precedent**"). With receipt of payment by the Company the contract automatically becomes effective.
- 3.2 This Investment Contract is also conditional on the event that the specific Campaign is unsuccessful (hereinafter "**Condition Subsequent**"). A Campaign will be successful if the total sum of all funded Investment Offers reaches the Campaign's individual Funding Minimum within the timeframe set for the Campaign. After the expiration of the duration of the Campaign (period in which Funders can offer Investment Offers), a 14-day settlement period begins. After the expiration of the 14-day settlement period, FunderNation informs the Funder whether the Campaign he supports has reached its Funding Minimum and was thus successful. If the Funding Minimum is not reached, this Investment Contract shall cease. In this case, neither the Funder nor the Company or a third party can derive rights from this Investment Contract. The Funder shall receive a reimburse of already made payments within ten (10) bank working days to the bank account used by the Funder within the scope of the investment (clause 5.2).

4 Payment Transaction

- 4.1 The Company has established a bank account ("**Crowdinvesting Account**") at Kreissparkasse München Starnberg Ebersberg (hereinafter "**Bank**") for the execution of payments under this Investment Contract. Pending the successful completion of the Campaign (Clause 3.2), the Company requires the consent of FunderNation to make dispositions on the Crowdinvesting Account. The same shall apply in the case of the occurrence of the Condition Subsequent (Clause 3.2) up to the complete repayment of payments already made by the Funder to the Company.
- 4.2 All payments under this Investment Contract have to be made exclusively to the Crowdinvesting Account.

5 Payout

- 5.1 The Loan Amount (the amount individually determined by the Funder in its Investment Offer) is due for payment immediately after the conclusion of this Investment Contract (the sending of Investment Confirmation by FunderNation). The Funder pays the Loan Amount to the Company's Crowdinvesting Account at the Bank.
- 5.2 In the event of the occurrence of the Condition Subsequent (clause 3.2), the Company is obliged to reimburse the payments already made by the Funder within ten (10) banking days to the bank account used by the Funder within the scope of the investment. FunderNation will agree accordingly.

6 Term and Repayment

- 6.1 The Subordinated Loan has a fixed maturity until 29.02.2024, starting with the signature of the investor (term 5 years). The Subordinated Loan is due at the end of the term. This means that the Company does not repay the principal during the term of the Subordinated Loan, but the loan is repaid after expiry of the term.
- 6.2 At the end of the term, the disbursed and not yet repaid Loan Amount, as well as any accrued interest not yet paid, shall be due for payment to the Funder in twelve equal monthly installments payable on the first bank working day of the subsequent month.
- 6.3 The right to extraordinary termination for good cause remains unaffected. An important reason for the Company is in particular if the Funder revokes or terminates for good cause the pooling contract concluded with FunderNation Support UG (clause 9).
- 6.4 In the event of termination for good cause, the disbursed Loan Amount as well as any accrued interest not yet paid shall be due for payment to the Funder within ten (10) banking days after the effectiveness of the termination.

7 Interest

- 7.1 Success Interest
- 7.1.1 The Company grants the Funder an annual interest rate on the Loan Amount depending on the Company's success ("**Success Interest**"). This interest is based on the Company's net profit for the year and is calculated according to the following provisions.
- 7.1.2 Depending on the Loan Amount invested, each Funder gets assigned an individual fictitious virtual share in the company ("**Virtual Share**"). The Virtual Share is calculated from the ratio of the Loan Amount invested by the Funder and the pre-money valuation (valuation prior to the successful crowdfunding campaign) of the company which the company sets. The pre-money valuation determined by the Company is EUR 1.750.000. Each EUR 100 Loan Amount therefore corresponds to an Virtual Share of 0,0057 %. The Virtual Share of the Funder is subject to a later reduction in case of receipt of an Exit Interest (pursuant to clauses 7.2.4 and 7.2.6) or a dilution (according to clause 12).
- 7.1.3 As an annual Success Interest, the Company grants an interest equal to the Virtual Share (clause 7.1.2) of the Funder in the annual net profit of the Company. The net profit for the year is the profit for the year according to the profit and loss statement, before taking into account the interest accruing to the Funders under this clause. The entitlement to a Success Interest exists only if and insofar as the Company achieved an annual net profit in the past financial year.

In determining the net profit for the year, the following requirements must also be taken into account:

- a) The total remuneration for the current activities of the founding shareholders and the

managing directors of the Company, irrespective of the legal structure of the activity (service or consulting contract, directly or through a consulting company, etc.), including all fixed and variable components, financial benefits and other components shall be considered for the purpose of establishing the annual net profit only to the extent they comply with the arms-lengths principle.

b) Business transactions of the Company with the founding shareholders or managing directors or with their close relatives and affiliated companies (§§ 15 ff AktG) after the conclusion of this Investment Contract shall be only taken into account in the determination of the annual net profit to the extent that they comply with the arms-lengths principle.

c) The Success Interest of the Funders as well as all other remuneration for investments related to the success of the business (e.g. subordinated loans, profit participation rights, virtual participations, etc.) are not to be taken into account when determining the annual net profit.

7.1.4 In the case that the Funder has not granted the Loan Amount to the Company for a full year, the Funder shall only participate in the annual net profit determined for that year pro rata temporis.

7.1.5 The Success Interest is payable annually 20 (twenty) bank working days after binding adoption of the annual financial statements of the Company, which should take place no later than the 30th of April of the following calendar year. Payment shall be made to the bank account indicated by the Funder as part of his registration on the SpaceStarters Website. The Funder should notify FunderNation immediately about changes to his bank account.

7.2 Exit interest

7.2.1 In the event that (i) more than 50% of the Company's total shares are sold, swapped or transferred in a comparable manner in regards to the economic outcome by an acquirer and / or commercial consortium in a single transaction or in a close temporal context, (ii) the assets of the Company (more than 50% based on fair market value are sold), (iii) any other transaction leading to comparable economic results (i.e. an initial public offering of the shares of the Company on a stock exchange), or (iv) in the case of liquidation of the Company (lit. (i) - lit. (iv) hereinafter each "**Exit Case**"), the Company grants to the Funder the following interest ("**Exit Interest**").

7.2.2 As Exit Interest, the Funder receives the share of the net proceeds corresponding to his Virtual Share (clause 7.1.2); The Loan Amount granted by the Funder multiplied by the proportion assumed by the acquirer in the Company's shares or the Company's operating assets ("**Exit Quota**") is being deducted from the Exit Interest. The background of the deduction of the (proportional) Loan Amount in the determination of the Exit Interest is that without reference to exit proceeds, the Funder is in any case entitled to the repayment of the Loan Amount he has granted. A negative Exit Interest is excluded.

7.2.3 The net proceeds comprise the proceeds of the Company or the Company's shareholders disposal of the shares or assets minus the costs directly related to the transaction or costs of the liquidation. The management of the Company will determine the resulting net proceeds, which are legally binding for all Funders. In the case of a distribution in kind (i.e. as a result of a merger of the Company), the net proceeds at the time of exit (**Valuation Date**) are valued on the basis of the distributed assets. The following valuation rules apply: (i) listed shares are

recognized at the official stock market price on the valuation date, (ii) in all other cases, assets or shares are recognized at their fair value determined by the management of the Company in accordance with the valuation rules applicable to auditors.

- 7.2.4 After the Exit Case, the Participation Rate of the Funder (clause 7.1.2) is reduced by the Exit Rate.
- 7.2.5 In the Exit Case, the disbursed and not yet repaid Loan Amount at the Exit Rate as well as all interest accrued thereon shall be due at the same time as the Exit Interest.
- 7.2.6 In the event that an acquirer acquires, directly or indirectly, 75% of the enterprise through one or more transactions, the Company has the right to reduce the quota of the investor (clause 7.1.2) to zero by paying a compensation ("**Takeover Bonus**"). To calculate this takeover bonus, the net proceeds (for example EUR 7.5 million) are first divided by the exit rate (for example, 75%). Subsequently, this amount is multiplied by the quota of the Company not affected by the exit (25% in the example). Of this amount (EUR 2.5 million in the example), the Funder receives a share equal to its holding rate; The amount of the loan granted by the Funder is multiplied by the quota of the undertaking not affected by the exit (25% in the example). The disbursed and not yet repaid Loan Amount as well as all interest accrued thereon shall be due at the same time with the takeover bonus. As a result, the Funder is placed through the takeover bonus as if the Company had already been wholly sold to the valuation on which the exit was based.
- 7.2.7 The exit interest shall be paid 20 (twenty) bank working days after the execution of the exit claim and the takeover bonus 20 (twenty) bank working days after the decision of the Company to pay a takeover bonus in accordance with clause 7.2.6 Investments on the SpaceStarters Website. Changes to his bank account must immediately notify FunderNation to the Funder.

In any case, the exit interest is only payable when the net proceeds are passed on to the shareholders or the Company from the sale. If the net proceeds are distributed to the shareholders or the Company on a time-staggered basis or in tranches (for example, according to milestone plans, earn-out arrangements or comparable exit scenarios), these revenue distribution arrangements apply to the exit interest rate.

7.3 Bonus Interest on Termination

7.3.1 Upon termination of the Investment Agreement (end of the term of the Partial Subordinated Loan or Termination), the Company grants the Funder a bonus interest rate ("**Bonus Interest on Termination**"). A negative bonus interest on termination is excluded.

7.3.2 The calculation of the Bonus Interest on Termination differentiates the following two cases

- Case A: In the last 12 months before the end of the Investment Contract (end of the term of the partial collateral loan or termination), a financing round has taken place or one or more shareholders of the Company have sold more than 10% of the Company's shares ("**recent transactions**").

- Case B: No recent transaction occurred in the twelve months preceding the termination of the Investment Contract (end of the term of the partial collateral loan or termination).

7.3.3 In Case A (recent transaction), the enterprise value ("**Termination Value**") used for the last recent transaction is used as the basis for the calculation of the bonus interest. In this case, the

Funder receives a bonus interest at the end of the Investment Contract in accordance with its investment quota (clause 7.1.2) - possibly reduced as a result of intervening exit events - in the increase in value of the Company during the Investment Contract. For this purpose, the Company value determined in the context of the pre-money Company valuation (valuation before successful crowdfunding Campaign) is subtracted from the final value.

- 7.3.4 In Case B (no recent transaction), the Funder is proportionate to its share of the holding (clause 7.1.2) - possibly reduced due to intervening exit events - to 100% of the revenue (turnover from the ordinary course of business) of the enterprise; It is included in the annual financial statements drawn up for the last financial year preceding the termination of the Investment Contract (end of the term of the partial Subordinated Loan or termination).
- 7.3.5 The entitlement to the bonus interest after termination ceases if the Funder has caused the termination of the Investment Contract by the Company for important cause or the participation rate of the investor has reduced to zero according to clause 7.2.5 or clause 7.2.6.
- 7.4 The bonus interest on termination shall be payable 20 (twenty) bank working days after the termination of this Investment Contract for payment to the bank account deposited by the Funder as part of its registration on the SpaceStarters Website. Changes to his bank account must immediately notify FunderNation to the Funder.
- 7.5 The Funder is not involved in the loss of the Company.

8 Interest Payment, Repayment of the Loan Amount / Tax

- 8.1 For the purpose of reimbursement of the Subordinated Loan and the payment of the interest, the Funder deposits a German bank account in its first investment on the SpaceStarters website. The Funder is obliged to keep this bank account up-to-date at all times. In addition, FunderNation will communicate its tax identification number as part of its first investment.
- 8.2 As required by law, the Company will withhold and bear the capital income tax in the form of the withholding tax as well as any annex taxes (in particular church tax and solidarity surcharge) when paying the interest. The Funder receives a certificate from the Company.

9 Pooling

The Funder is obliged to conclude the pooling contract contained in Appendix 9 with the FunderNation Support UG (haftungsbeschränkt).

10 Qualified Subordination

- 10.1 The claims of the investor from this loan, in particular interest and repayment claims, are in line with the claims of all present and future creditors of the Company in line with § 39 para 2 InsO back. The Funder undertakes not to assert its subordinated claims against the Company for as

long as and to the extent that its satisfaction is incapable of insolvency pursuant to § 17 InsO or to an indebtedness within the meaning of § 19 InsO (in the version applicable at that time) Company.

The Funder may only claim a future future annual surplus, liquidation surplus or other free assets remaining after satisfaction of all other creditors of the Company (with the exception of other creditors). In the event of the insolvency of the Company, the claims are to be served only after full satisfaction of all non-subordinated creditors.

- 10.2 The claims of all Subordinated Loan donors are equivalent.
- 10.3 This qualified subordination shall apply to the liquidation of the Company.

11 Information Rights of the Funders

- 11.1 The conclusion of this Investment Contract does not result in a corporation's legal participation in the Company. In respect of the Company, therefore, the Funder has no voting rights, directives or control rights. The Company's management is solely responsible for the Company's business and its administration.
- 11.2 The Company is obliged to provide Funder once a year, as at 31 January, with information on the interest entitlements for the past financial year and to make the quarterly reportings prepared by the Company available immediately (once a quarter).

In addition, the Company is obliged to provide the Funder annually - as of 15 May - with the annual financial statement or the balance sheet for the past financial year.

The documents are either made available electronically on the SpaceStarters-Website or by e-mail to the Funder. Such information rights shall also be attributable to the Funder after termination of this Investment Contract, insofar as it requires this information to verify its interest claims.

12 Dilution

- 12.1 The Company is free to include other financing - equity and / or borrowed capital - for further growth. The Funder is not entitled to any subscription rights in future corporate actions / financing rounds. The Company does not need the consent of the investor in future financing and capital measures.
- 12.2 Dilution in capital increases

In future capital increases the Company enjoys no dilution protection. Its equity ratio (clause 7.1.2) is reduced in the proportion in which the Company's equity capital increases. The dilution factor is derived from the division of the previous ordinary capital by the increased share capital.

If only existing shareholders or their close relatives and affiliates (§§ 15 ff AktG) take over the created business shares within the scope of an increase in the share capital, the aforementioned

reduction of the investment quota does not occur insofar as the capital increase takes place in an abusive manner. The equity ratio remains unchanged in this case.

12.3 Dilution in employee participation programs

In the case of employee participation programs, both in the case of employees' capital participation as well as in virtual participations, a dilution (reduction of the participation rate) of the Funder occurs as long as the employee participation programs do not exceed 10% of the existing business shares. To the extent that the employee participation programs total more than 10% of the existing business shares, the Funder is protected against dilution (reduction of the participation rate).

12.4 Dilution in further Crowdfunding

12.4.1 The Funder does not enjoy any anti-dilution protection in further Crowdfunding Campaigns. In this case, the investment rate (clause 7.1.2) is reduced by the following dilution factor.

12.4.2 The dilution effect corresponds to the portion of the capital accumulated as part of a further Crowdfunding Campaign on the Company value of the Company.

12.4.3 In the case of a different take-up of capital against the granting of a remuneration (such as profit participation rights, silent participations, virtual participations) oriented towards the results of the Company, the participation rate of the founder also dilutes according to the above rules.

12.5 After dilution, the Company informs the Funder about its new equity ratio either electronically on the SpaceStarters Website or by e-mail.

13 Termination

13.1 The Subordinated Loan can not be terminated properly until the end of the term (clause 6.1).

13.2 The right of the parties to terminate for important reasons remains unaffected. If an important reason is found, the Investment Contract may be terminated without notice by written declaration against the other party. If the Loan Amount has not yet or not been paid out in full at the time of termination, the Funder shall be released from its obligation to grant the loan.

14 Risks

14.1 Investments in companies are associated with risks. The investment in the Company is an entrepreneurial investment, the result of which is dependent on a number of factors whose future development can not be foreseen. In connection with the investment in the Company, the risk to the Funder is considerable, which can lead to a total loss of the entire investment. The Funder should not finance its investment with borrowed capital since otherwise interest and repayment obligations may continue to exist despite a possible total loss.

14.2 The Funder should only consider the investment in the Company as part of a comprehensive investment strategy and only invest if it can accept a total loss of the investment. Therefore, an investment in a Company should only represent a proportion of the investor's investments, which is proportionate to the level of risk, since otherwise it would also jeopardize its liquidity for other investments or its way of life. In order to spread the risks of its investments in companies, it is

recommended that the Funder does not focus on an investment in a Campaign, but rather builds a portfolio of investments and investments to diversify the risks.

- 14.3 FunderNation merely provides the SpaceStarters Website as a platform for the presentation of the Company's Campaign, but in no way provides investment advice or other advice. FunderNation does not conclude contracts with the Funder for advice or information. In particular, FunderNation is not obliged to inform the Funder of any further developments of the Company. In addition, FunderNation is not responsible for any payments or remunerations or the fulfillment of any other obligations of the Company under this Investment Agreement.
- 14.4 The decision on whether the Funder invests in a Company via the SpaceStarters website and into which Company it invests is the sole responsibility of the Funder itself. The Funder should have legal, economic and tax advice during its investment decision as well as during the term.
- 14.5 The divestment of a subordinate loan issued by the Funder within the scope of a Campaign on the SpaceStarters website is in principle legally possible. Partial loans are, however, not securities and are not comparable with them. A sale is therefore likely to be difficult or even impossible in practice, since there is no trading place comparable to a securities exchange for partinary loans. The Funder is thus exposed to the risk of not being able to freely dispose of its invested capital during the term of the Subordinated Loan.

15 Instructions on Revocation

Instructions on Revocation

Statutory Right of Revocation

You have the right to withdraw from this contract within 14 days without giving any reason. The period begins upon receipt of this instruction on a permanent medium. To exercise the right of revocation, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The revocation must be sent to:

FunderNation GmbH, Talstraße 27E, 64625 Bensheim-Auerbach, Fax: +49 6251 8008 376 , E-Mail: SpaceStarters@SpaceStarters.com.

Effects of Revocation

In the case of an effective withdrawal, the services received by both parties shall be returned immediately, with the proviso that the company must provide the agreed compensation towards you between the disbursement and the repayment of the investment amount. You are obliged to pay the value for any service provided up to the revocation, if you were informed of this legal consequence before submitting your contract and have expressly agreed that we should start the service delivery before the end of the revocation period. If there is an obligation to pay for services provided, this may mean that you

have to fulfill the contractual payment obligations for the period up to the revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to reimburse payments must be fulfilled immediately. The period commences for you with the sending of your revocation, for us with their receipt.

End of the Revocation Instructions

16 Final provisions

16.1 Assignment of Rights of the Funder

The Funder is entitled to transfer claims or other rights from this Investment Contract to a third party. The transfer is only possible under the conditions that the recipient (i) enters into all rights and obligations arising from the pooling agreement concluded with the FunderNation Support UG, (ii) opens a member account on the SpaceStarters Website and (iii) FunderNation, in particular its bank details and its tax identification number, to FunderNation. The Company shall exempt the Funder from its secrecy obligation. The Funder shall immediately notify the Company of any such transfer in text form.

If FunderNation is to provide a platform for the trading of Subordinated Loans (hereinafter "**Trading Platform**"), which is provided through the SpaceStarters Website, FunderNation and its successors may transfer their claims from this Investment Contract only by using this trading platform. If permitted in the trading conditions of the trading platform, a partial transfer is also possible in the case of a transfer via the trading platform.

16.2 Subsidiary Agreements

No subsidiary agreements to this service agreement have been made. In addition to the regulatory content of the above provisions, this contractual relationship does not establish any further, in particular no legal, legal relationship

16.3 Changes and Written Form

Verbal collateral agreements are not valid. Any amendments to this Agreement must be in written form to be legally binding. This formal requirement can only be waived in writing.

The Company, in agreement with FunderNation, is entitled to make changes to this Investment Contract which are necessary and / or - at the discretion of the Company - to be necessary in the context of legal regulation.

16.4 Communication

Requests, notices, statements or other notices required under this Investment Agreement shall be addressed to the parties or to the person or address designated by one party, unless otherwise specified in this Investment Agreement.

16.5 Confidentiality

Each party is obliged, to keep confidential the Subject of this Service Agreement, regarding third parties, unless it is a matter of professional secrecy or the relevant facts are publicly known or their public notice is required by law. In this case, the parties are obliged to inform each other in advance and to limit the public notices to the content prescribed by the law or the authorities.

16.6 Applicable law

This agreement shall be subject to German law.

16.7 Place of jurisdiction

All legal disputes between the parties arising out of and in connection with this Investment Contract or its investments shall be decided by the ordinary German courts. The exclusive court of jurisdiction is, in so far as the party to be called upon in the course of the action moves its place of residence or habitual residence from the scope of the law after conclusion of the contract or is not known to be domiciled or habitually resident at the time the action is brought, Frankfurt a.M..

16.8 Severability clause

Should any provision of this Agreement be invalid in whole or in part, or if a regulation which is necessary is not included, the remaining provisions shall remain in full force and effect. In this case, the Parties will use reasonable efforts to make an arrangement that comes closest to the commercial purpose of the invalid provision in a legal manner; the same shall apply with regard to any loophole in the Agreement. If the nullity of a provision is based on a measure of performance or time (deadline or deadline) defined therein, the provision shall be deemed to have been agreed upon at a legally permissible level which is closest to the original value. It is the express will of the parties that this severability clause does not entail a mere reversal of the

burden of proof, but is excluded from § 139 BGB.