

## **Investment Contract – Subordinated Loan – Investment Profile High & High**

Between the Companies

### **Deep Space Industries SARL**

Technoport  
9 Avenue des Hauts-Fourneaux  
L-4362 Esch-sur-Alzette,  
Luxembourg

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

represented by Daniel Faber and Saggy Kfir

### **Deep Space Industries, Inc.**

NASA Research Park, Building 156 – Suite 204  
P.O. Box 67  
Moffett Field,  
California 94035, USA

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

represented by Daniel Faber

(Company and Parent Company hereinafter jointly „**Group**“.)

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 space resource utilization and related spacecraft technologies. The Company has been duly established on April 30, 2015 and is registered under registry no B163782 in the corporate register in the Grand Duchy of Luxembourg. The share capital of the Company amounts to EUR 232,500. Managing Directors of the Company are Daniel Faber and Sagy Kfir. The Company is wholly owned by the Parent Company. The Parent Company is active in the field of space resource utilization and related spacecraft technologies. The Parent Company has been duly established on August 21, 2012 and is registered under registry no 5202384 in the corporate register in Delaware, United States. The Chief Executive Officer of the Parent Company is Daniel Faber.
- B. To strengthen its financial basis the Group has decided to raise money in the framework of a crowdinvesting campaign on [www.SpaceStarters.com](http://www.SpaceStarters.com) (hereinafter „**SpaceStarters-Website**“) in the form of qualified subordinated loans (qualifizierte Nachrangdarlehen).
- C. The 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 (startup 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. Deep Space Industries Europe SARL is a startup company.
- D. 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.
- E. As part of the Crowdinvesting 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 defined below) 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.
- F. 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 completed successfully.

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 („**Crowdfunding Account**“) at ING Luxembourg S.A. (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 Crowdfunding 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 Crowdfunding 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 Crowdfunding 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 of ten (10) years ("**Term**"). 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; *provided, however*, that the Subordinated Loan may be prepaid prior to the completion of the Term in whole or in partial installments without penalty or charge ("**Prepayment**").
- 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 (12) 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 or Prepayment, 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 Group grants the Funder an annual interest rate on the Loan Amount depending on the Group's success ("**Success Interest**"). This interest is based on the Group's dividend payments to shareholders 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 Group ("**Virtual Share**"). The Virtual Share is calculated from the ratio of the Loan Amount invested by the Funder and the premoney valuation (valuation prior to the successful crowdfunding campaign) of the Group which the Group sets. The premoney valuation determined by the Group is EUR 23,000,000. Each EUR 100 Loan Amount therefore corresponds to a Virtual Share of 0,0004 %. 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 Group grants an interest equal to the Virtual Share (clause 7.1.2) of the Funder in the dividend payments to shareholders for the year of the Group. The entitlement to a Success Interest exists only if and insofar as the Group made a dividend payment to shareholders for the past financial year.
- 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 dividend payment to shareholders 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 Group, 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 fifty percent (50%) of the Group'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) 100% of the Company's shares are sold, swapped or transferred, (iii) the assets of the Group (more than fifty percent (50%) based on fair market value) are sold, (iv) any other transaction leading to comparable economic results (i.e. an initial public offering of the shares of the Group on a stock exchange), or (v) in the case of liquidation of the Group (lit. (i) - lit. (v) hereinafter each "**Exit Event**"), and the Loan Amount and related interest have not been remunerated by the Group to the Funders, the Group 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 Group's shares or the Group'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 Group or the Group's shareholder's disposal of the shares or assets minus the costs directly related to the transaction or the costs of the liquidation. The management of the Group 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 Group), 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 Group in accordance with the valuation rules applicable to auditors.
  - 7.2.4 After the Exit Event, the Virtual Share of the Funder (clause 7.1.2) is reduced by the Exit Quota.
  - 7.2.5 In the Exit Event, the disbursed and not yet repaid Loan Amount in relation to the Exit Quota 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 Group through one or

more transactions, the Group has the right to reduce the Virtual Share of the Funders (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 Quota (i.e. 75%). Subsequently, this amount will be multiplied by the quota of the Group 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 his Virtual Share. The Loan Amount granted by the Funder is multiplied by the quota not affected by the exit (25% in the example) and the resulting amount will be deducted from the Takeover Bonus. The disbursed and not yet repaid Loan Amount as well as all interest accrued thereon shall be due at the same time as the Takeover Bonus. As a result, the Funder is placed in a position as if 100% of the Group had been sold at the valuation underlying the exit.

- 7.2.7 The Exit Interest shall be paid 20 (twenty) bank working days after the execution of the Exit Event and the Takeover Bonus 20 (twenty) bank working days after the decision of the Group to pay a Takeover Bonus in accordance with clause 7.2.6. 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.

In any case, the Exit Interest is only payable when the net proceeds have been received by the shareholders or the Group. If the net proceeds are distributed to the shareholders or the Group phased or in tranches (i.e. according to milestone plans, earnout arrangements or comparable exit scenarios), these distribution arrangements apply to the Exit Interest mutatis mutandis.

### 7.3 Bonus Interest on Termination

- 7.3.1 Upon termination of the Investment Contract (end of the term of the Subordinated Loan or termination), the Group grants the Funder a bonus interest ("**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 Subordinated Loan or termination), a financing round has taken place or one or more shareholders of the Group have sold more than 10% of the Group's shares („**Recent Transaction**“).

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

- 7.3.3 In Case A (Recent Transaction), the enterprise value ("**Termination Value**") of the latest Recent Transaction is used as the basis for the calculation of the Bonus Interest on Termination. In this case, the Funder receives a Bonus Interest on Termination in accordance with his Virtual Share (clause 7.1.2) - possibly reduced as a result of interim Exit Events - in the appreciation of the value of the Group during the term of the Investment Contract. For this purpose, the premoney valuation of the Group (valuation before successful crowdinvesting Campaign) is subtracted from the Termination Value.

### 7.3.4

In Case B (no Recent Transaction), the Funder is entitled to receive his Virtual Share (clause 7.1.2) - possibly reduced as a result of interim Exit Events - of 100 % of the Group's revenue (turnover from the ordinary course of business), as accounted for in the annual financial statements compiled for the last financial year preceding the termination of the Investment Contract (end of the term of the Subordinated Loan or termination).

7.3.5 The entitlement to the Bonus Interest on Termination ceases if the Funder has caused the termination of the Investment Contract by the Company for cause or the Virtual Share of the Funder 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 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.

7.5 The Funder does not participate in the Company's losses.

## **8 Interest Payment, Repayment of the Loan Amount / Tax**

8.1 For the purpose of repayment of the Subordinated Loan and the payment of the interest, the Funder indicates a bank account in his first investment on the SpaceStarters website. The Funder is obliged to keep this bank account up-to-date at all times. In addition, the Funder will communicate his tax identification number as part of his first investment.

8.2 Where required by law, the Company will withhold and pay on behalf of the Funder the Funder's capital gain tax in the form of the withholding tax as well as any annex taxes (in particular German church tax and solidarity surcharge) when paying the interest. The Funder receives a statement from the Company in that case.

## **9 Pooling**

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

## **10 Qualified Subordination**

10.1 The claims of the Funder from this loan, in particular interest and repayment claims, are subordinated to the claims of all present and future creditors of the Company according to § 39 section 2 InsO. The Funder is obliged not to assert his subordinated claims against the Company for as long as and to the extent that their satisfaction would result in an insolvency pursuant to § 17 InsO or an indebtedness within the meaning of § 19 InsO (in both cases in the version applicable at that time) of the Company.

The Funder may only claim repayment of the Subordinated Loan and interest payments from a future annual surplus, a liquidation surplus or other free assets remaining after satisfaction of all other creditors of the Company (with the exception of other subordinated 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 Lenders are equivalent.

10.3

This qualified subordination shall apply equally 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 shareholding of the Funder in the Company. In respect to the Company, therefore, the Funder has no voting rights, control rights or other shareholder 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, on or before January 31, with information regarding the interest claims for the past financial year. Furthermore, the Group shall provide the Funder with its quarterly investor reporting as soon as such reporting has been compiled (once a quarter).

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

The documents are either made available electronically on the SpaceStarters Website or by email to the Funder. Such information rights shall also be attributable to the Funder after termination of this Investment Contract, insofar as this information is required to verify the Funder's interest claims.

## **12 Dilution**

12.1 The Group is free to include other financing - equity and / or debt - for its further growth. The Funder is not entitled to any subscription rights in future capital issues / financing rounds. The Group does not need the consent of the Funders in future financing and capital issues.

12.2 Dilution in case of Capital Increases

In future capital increases of the Group the Funder does not have an antidilution protection. The Virtual Share (clause 7.1.2) is decreased in the proportion in which the Group's share capital increases. The dilution factor is derived from the division of the previous share capital by the increased share capital.

In only existing shareholders or their close relatives and affiliates (§§ 15 ff AktG) subscribe to the new shares within the scope of an increase in the share capital, the aforementioned decrease of the Virtual Share does not occur if and when the share capital increase takes place in an abusive manner. The Virtual Share remains unchanged in this case.

12.3 Dilution in case of Employee Participation Programs

In case of employee participation programs, both in the case of employees' participation in the share capital as well as in virtual participations, a dilution (decrease of the Virtual Share) of the Funder occurs as long as the employee participation programs do not exceed 10% of the share capital. To the extent that the employee participation programs total more than 10% of the share capital of the Group, the Funder is protected against dilution (decrease of the Virtual Share)..

12.4 Dilution in case of Further Crowdfunding

12.4.1



The Funder does not have an antidilution protection in case of further crowdfundering campaigns. In this case, the Virtual Share (clause 7.1.2) is decreased by the following dilution factor.

- 12.4.2 The dilution factor corresponds to the share of the capital raised in a further crowdfundering campaign of the Group's valuation for this further crowdfundering campaign.
- 12.4.3 In the case of any other form of funding against the granting of a remuneration (such as profit participation rights, silent participations, virtual participations) oriented towards the profits of the Group, the Virtual Share of the Funder also dilutes according to the above rules.
- 12.5 After a dilution event, the Company informs the Funder about his new Virtual Share either electronically on the SpaceStarters Website or by email.

### **13 Termination**

- 13.1 The Subordinated Loan cannot be terminated with ordinary notice until the end of the term, except for Prepayment of early termination as set forth in clause 6.1.
- 13.2 Except as otherwise stated in this Investment Contract, the right of the Parties to terminate for cause remains unaffected. In case of cause, the Investment Contract may be terminated without notice by written declaration against the other Party in the event that the breaching party fails to cure such breach within thirty (30) days upon receiving written notice by the other Party. If the Loan Amount has not yet been paid or not been paid in full at the time of termination, the Funder shall be released from his obligation to grant the loan.
- 13.3 As prescribed in Section 6.1, the Subordinated Loan may be prepaid prior to the completion of the Term in whole or in partial installments without penalty or charge ("Pre-payment"). At such time the Prepayments for early termination are made by the Company, any outstanding Success Interest (Section 7.1) and the Bonus Interest as set forth in Section 7.3 shall be paid to Funders.

### **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 his investment with debt 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 he can accept a total loss of the investment. Therefore, an investment in a company should represent an adequate part of the capital investments of the Funder as otherwise he endangers his liquidity for other investments or his live style. In order to diversify the risks of investments in companies, it is recommended to build up a portfolio of multiple investments.
- 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 Contract.

- 14.4 The decision on whether the Funder invests in a Company via the SpaceStarters Website and into which Company he invests is the sole responsibility of the Funder. The Funder should have legal, economic and tax advice during his investment decision as well as during the Term of the Investment Contract.
- 14.5 The sale of a Subordinated Loan acquired by the Funder within the scope of a Campaign on the SpaceStarters Website is in principle legally possible. Subordinated 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 platform comparable to a securities exchange for Subordinated Loans. The Funder is thus exposed to the risk of not being able to have access to liquidity regarding his 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 email). 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**

If you withdraw from this contract, we shall reimburse to you all payments received from you. 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 within 30 days. 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 user account on the SpaceStarters Website and (iii) and provides all by FunderNation required data - in particular his bank details and tax identification number - to FunderNation. The Company shall exempt the Funder in so far from his confidentiality obligation. The Funder shall immediately notify the Company of any such transfer in writing.

If FunderNation is to provide a platform for the trading of Subordinated Loans (hereinafter "**Trading Platform**") which is provided through the FunderNation or SpaceStarters Website, he Funder and his 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 Investment Contract have been made. In addition to the content of the above provisions, this contractual relationship does not establish any further legal relationship, in particular no legal relationship under company law.

#### **16.3 Changes and Written Form**

Verbal collateral agreements are not valid. Any amendments to this Investment Contract 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 - reasonable in the context of legal regulation.

#### **16.4 Communication**

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

#### **16.5 Confidentiality**

Each party is obliged to keep the content of this Investment Contract confidential vis-a-vis 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 the latter case, the parties are obliged to inform each other in advance and to limit the public notices to the content required 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 appendices shall be decided by the ordinary German courts. The exclusive place of jurisdiction is, in so far as the party to be called upon in the course of the action moves its place of residence from the scope of the applicable law after conclusion of the Investment Contract or who's domicile is not known at the time the action is brought forward, Frankfurt am Main, Germany

16.8 Severability clause

Should any provision of this Investment Contract 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 Investment Contract. If the nullity of a provision is based on a measure of performance or time (deadline or date) defined therein, the provision shall be deemed to have been agreed upon at a legally permissible level which is closest to the original intention.

16.9 Severability clause

The Parties agree to comply with all applicable space and export laws, including without limitation, the Commercial Space Launch Act, the Export Administration Regulations (“**EARS**”), International Traffic in Arms Regulations (“**ITAR**”), Office of Foreign Assets Control regulations, anti-boycott laws under the U.S. Export Administration Act, Foreign Corrupt Practices Act, and/or any regulation promulgated under any of the foregoing laws. Information exchanged under this Agreement subject to U.S. export control laws and regulations, such as ITAR or EAR, shall be clearly marked by the disclosing Party with an appropriate legend indicating the relevant restrictions or applicable laws and regulations, including, as applicable, any requirement that the information be released only to U.S. persons. Neither Party shall knowingly take any action that would cause the other to be in violation of any such laws, rules, regulations, licenses, permits, or approvals. The Parties acknowledge and agree that the physical and intangible property to be provided to each other under this Agreement, along with any technical information and/or accompanying technology, may be subject to export controls under the laws and regulations of the United States or other applicable jurisdictions. Each Party shall comply with such laws and regulations and agrees not to export, re-export, or otherwise transfer such services or items to foreign persons (including foreign national employees) without first obtaining all required authorizations or licenses