

## Pooling Agreement - Appendix 9 to the Investment Contract

Between:

### **Deep Space Industries Europe SARL**

Technoport  
9 avenue des Hauts-Fourneaux  
L-4362 Esch-sur-Alzette

represented by Daniel Faber and Saggy Kfir (hereinafter „**Company**“)?

and

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

NASA Research Park  
Building 156, Suite 204  
Moffett Field, California 94035 (USA)

represented by Daniel Faber (hereinafter „**Parent Company**“)? (Company and Parent Company  
hereinafter jointly „**Group**“)

and

### **FunderNation Support UG (limited liability)**

Talstraße 27E  
64614 Bensheim-Auerbach  
represented by Uli W. Fricke

(hereinafter „**FunderNation Support UG**“)

and

[Name des Investors]  
[Adresse des Investors]

(hereinafter „**Funder**“)

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

are concluding the following contract:

### **Preamble**

- A. To strengthen its financial basis the Group 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). The Funder has taken up this opportunity and granted the Company a Subordinated Loan based on an investment contract (hereinafter „**Investment Contract**“) on the SpaceStarters Website. In addition to the Funder a number of other Funders (hereinafter "**Additional Funder**"; the Funder together with all other Funders hereinafter "**All Funders**") have granted the Company Subordinated Loans.
- B. There is agreement between the Parties that it is in the interests of the Funder that the Group may, in addition to the Subordinated Loans granted by All Funders, raise additional capital and / or the Group may be sold wholly or partly to one or more investors. The Parties are aware that, in addition to the interests of the Funder, the interests of the Group and the potential investors or acquirer must also be taken into account. In order to improve the chances of further financing / an exit, FunderNation Support UG concludes an (identical) pooling agreement (hereinafter ( „**Pooling Agreement**“) with all Funders who have granted Subordinated Loans to the Company.
- C. In this Pooling Agreement (and the separate Pooling Agreements with the Additional Funders), FunderNation Support UG assumes the function of a central contact for all Funders vis-a-vis the Company and any future investors or acquirers.
- D. In addition, all Funders agree with FunderNation Support UG on a procedure for decision making among all Funders and undertake to accept the decisions taken in the course of this procedure as binding for themselves.

On this basis, 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, in addition to offering an investment into the Company in the form of a Subordinated Loan, also submits an offer to conclude this Pooling Agreement with FunderNation Support UG (hereinafter ( "**Investment Offer**").
- 1.2 Upon receipt of the Investment Offer, FunderNation GmbH, Talstrasse 27e, 64625 Bensheim, Germany („**FunderNation**“) will send the Funder an email confirming the receipt of the Investment Offer at FunderNation ("**Offer Confirmation**"). With the Offer Confirmation, FunderNation accepts (i) the offer of the Funder for a Subordinated Loan for and on behalf of the Company, (ii) as well as the offer of the Funder to conclude this Pooling Agreement for and on behalf of FunderNation Support UG (hereinafter ("**Investment Confirmation**"). There is no need for a separate written contract.

## **2 Central Point of Contact**

- 2.1 The Funder commissions FunderNation Support UG to accept declarations of the Group and

potential investors or acquirers in relation to the Investment Contract with the Company as a recipient for the Funder during the term of this Pooling Agreement.

- 2.2 FunderNation Support UG will forward any declaration addressed to the Funder by email or via the SpaceStarters Website, unless otherwise expressly agreed upon in this Pooling Agreement.

### **3 Voting Procedure**

- 3.1 For the purpose of coordination among All Funders, FunderNation Support UG provides an electronic voting procedure along with the necessary technical infrastructure (hereinafter („**Voting Tool**“) on the SpaceStarters Website.
- 3.2 In order to prepare for resolutions using the Voting Tool, FunderNation Support UG will submit to the Funders the content of any forthcoming decisions or contracts and corresponding proposals by email or via the SpaceStarters Website (hereinafter („**Proposal**“).
- 3.3 All Funders will submit their votes to FunderNation Support UG via the Voting Tool, by means of a voting notice (hereinafter „**Vote**“) within one week after the publication of the proposal on the SpaceStarters Website (hereinafter „**Voting Period**“). At voting, one vote shall be made for each 1€ of the Loan Amount as granted to the Company in the respective Subordinated Loan at the time of the publication of the proposal on the SpaceStarters Website. Each Funder can only cast his votes uniformly. For a successful vote a majority of 75% of the votes cast is required. If Funders have not voted in the voting period of one week, their abstention shall not be considered as a vote, and will not be taken into account in the determination of the voting results.
- 3.4 The results of the vote carried out under this voting procedure (clause 3) is binding for the Funders.

### **4 Contract Amendments**

- 4.1 In the case that an investor links his offer for a followon financing or an exit to the condition that the Investment Contracts concluded by the Company with All Funders are amended, FunderNation Support UG will initiate a vote on this question. On this voting procedure, the required majority and the binding effect of the vote, clause 3 applies.
- 4.2 It is not possible to cast a vote on the extension of a margin call or other additional payment obligations for the Funders based on the already concluded Investment Contracts, a reduction of the Funder's interest claims from the Investment Contract and changes which would lead to unequal treatment among the Funders.
- 4.3 If the majority provided for in clause 3.3 is reached, the decision on the amendment of the contract shall be binding for all Funders. The Funder empowers FunderNation Support UG in this case to agree the approved amendments on behalf of the Funder with the Company.

### **5 Redemption Offers**

- 5.1 In the case that the Company or any potential investor submits an offer regarding the redemption

of all Subordinated Loans granted by All Funders (hereinafter „**Redemption Offer**“) FunderNation Support UG will initiate a vote on this issue. On this voting procedure, the required majority and the binding effect of the vote, clause 3 applies.

- 5.2 The purpose of this pooling in the case of Redemption Offers (clause 5.1) is to obtain the highest possible proceeds for the Funder for the replacement of his Subordinated Loan. In this respect, the parties assume that there is a better chance of this if the Subordinated Loans of All Funders are jointly redeemed. In the case that the Redemption Offer is below the nominal value of the Subordinated Loan (at the time of the Redemption Offer not repaid Loan Amount plus accrued and expected interest), FunderNation Support UG is authorized to reject the offer in the name of All Funders without first carrying out the voting procedure according to clause 3.
- 5.3 If the majority provided for in clause 3.3 is reached, the decision on the Redemption of all Subordinated Loans for All Funders shall be binding. The Funder hereby authorizes FunderNation Support UG to conclude on its behalf the agreements necessary with the Company and / or the investor for the redemption.

## **6 Support for Handling the Takeover Bonus**

In case that the Group decides to reduce the Virtual Shares (clause 7.1.2 of the Investment Contract) of All Funders to zero by payment of a Takeover Bonus (clause 7.2.6 of the Investment Contract), FunderNation Support UG shall assist the Company in the execution of the Takeover Bonus.

## **7 Legal Succession**

A transfer of rights and obligations under this Pooling Agreement is only possible for the Funder under the conditions that the beneficiary (i) enters into all rights and obligations arising from the Investment Contract entered into with the Company; (ii) opens a user account on the SpaceStarters Website and (iii) provides all information required by FunderNation - in particular bank details and tax identification number - to FunderNation.

## **8 Liability of FunderNation Support UG**

The following exclusions and limitations apply to the liability of FunderNation Support UG for damages without prejudice to other legal requirements:

- 8.1 Die FunderNation Support UG shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- 8.2 In cases of slight negligence, FunderNation Support UG is only liable if a cardinal obligation is violated. A cardinal obligation within the meaning of this clause 8.2 is a duty that is elementary for the execution of this Pooling Agreement and whose fulfillment the contractual partner may therefore expect in due faith. The essential contractual obligations of FunderNation Support UG include in particular the provision of the voting procedure in accordance with clause 3 as well as the necessary involvement in the pooling of investors in accordance with clause 4 and 5.
- 8.3 The cases of slight negligence, FunderNation Support UG is only liable if a cardinal obligation is violated. A cardinal obligation within the meaning of this clause 8.2 is a duty that is elementary for the execution of this Pooling Agreement and whose fulfillment the contractual partner may

therefore expect in due faith. The essential contractual obligations of FunderNation Support UG include in particular the provision of the voting procedure in accordance with clause 3 as well as the necessary involvement in the pooling of investors in accordance with clause 4 and 5.

- 8.4 The liability of FunderNation Support UG beyond the above clause 8.1 to 8.3 is excluded.
- 8.5 The limitations on liability apply in favor of the employees, agents and subcontractors of FunderNation Support UG.
- 8.6 Any liability of FunderNation Support UG for representation and warranties under the Product Liability Act shall remain unaffected by the limitations of liability according to the above points.

## **9 Term**

- 9.1 The Pooling Agreement is concluded for the term of the Investment Contract between the Funder and the Company. In this respect, this Pooling Agreement automatically ends with the termination of the Investment Contract concluded between the Funder and the Company, without a separate termination of this Pooling Agreement being necessary. Termination without cause is excluded.
- 9.2 If at termination of the Investment Contract the Funder is entitled to claims against the Group from the Investment Contract concluded with the Company, the term of this Pooling Agreement shall be extended until the complete fulfillment of all claims of the Funder based on the Investment Contract has been completed.
- 9.3 The right of the Parties to terminate for cause remains unaffected.

## **10 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, Telefax: +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**

### **11 Final Provisions**

#### 11.1 Subsidiary Agreements

No subsidiary agreements to this Pooling 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.

#### 11.2 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.

#### 11.3 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.

#### 11.4 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.

#### 11.5 Application law

This pooling contract shall be subject to German law.

#### 11.6

## Place of jurisdiction

All legal disputes between the parties arising out of and in connection with this Pooling Agreement 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 Pooling Agreement or who's domicile is not known at the time the action is brought forward, Frankfurt am Main, Germany

## 11.7 Severability Clause

Should any provision of this Pooling 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 Pooling Agreement. 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.