

These general terms and conditions ("**General terms and conditions**") apply to the agreement (the "**membership contract**") between Lunar GmbH (hereinafter referred to as „FTC“) and the member listed in the registration form (the "**Member**").

FTC offers its services exclusively to entrepreneurs. An entrepreneur is any natural or legal person or a legal entity that acts on foot of the conclusion of the membership contract in the performance of its commercial or independent professional activity.

Terms and conditions of the member shall not be valid without express written confirmation by the FTC.

## § 1 FTC Services

### A) Services package.

(1) Members may choose between the following membership offers (see annex 1):

- a) Member Membership: This contains a work center in the open area, which is assigned to the member according to availability.
- b) Resident membership: This includes a designated workplace in a 5 or 6 person office, which is assigned to the member for exclusive use.
- c) Team membership: This includes a 5 or 6-person office that is assigned to the eligible members for exclusive use.

The member is entitled to the use of the corresponding services according to its fee (see Appendix 1). The membership fee also includes the fees for the care of the staff of the FTC, the management of the premises and the building, for electricity and water consumption as well as the operating costs of the premises and the

building and for the use of community facilities as listed in the list of prices and services; Allows the FTC to its users (kitchen etc.).

Services used by the Member that exceed the specified Membership amount will result in additional fees being incurred by the Member. The amount of the additional fees depends on the information in the price and services list (appendix 1). The valid price and service list is made available to all Members. FTC may modify the additional services offered by it in accordance with the price and service specifications at any time and/or cease offering one or more of the listed services.

- (2) printing, copying and scanning may be used by the member for personal use in quantities that do not infringe the fair usage rule. If the member uses an above-average amount of these services infringing the rule, the FTC reserves the right to calculate and charge the Member any additional costs over and above what it determines is a reasonable amount.
- (3) Further details of the memberships are listed in Appendix 1. The use of the conference rooms in the office building depends on availability and upon whether any previous reservation of the Conference room by a Member exists. Frequency of use is permitted only within the scope of the application form and type of Membership. Subject to availability, the member is entitled to increase its usage quota at an additional cost. Additional fees are charged according to the current fee schedule at the time of the increase of usage quota request. The quota is for the specific month only and may not be collected or saved up monthly nor transferred to another month. Fresh usage quotas shall expire at the end of the month. The member is not entitled to

charge for nor obtain a refund in this respect.

- (4) Reception services, receipt of letters and deliveries in the usual course will take place during the regular care periods on the premises of the office location indicated in the application form, with the exception of the statutory holidays. FTC is not responsible for any items received by post or by courier or by third parties on behalf of the member. There is no power of attorney in this regard for the member.
- (5) FTC reserves the right, at its sole discretion, to change the service package at any time and/or to supplement or remove any services.

#### **b) Access and operating hours.**

- (1) The member will be granted access to the office and the Office Building and service of the FTC staff at the times stated in the current price and service schedule.
- (2) FTC shall not be liable for any temporary restrictions on access that may be based on circumstances beyond the FTC's control and which the FTC cannot prevent, including but not limited to natural disasters and similar instances of force majeure, sovereign intervention and Labour disputes (force majeure).

#### **C) Beneficiaries**

- (1) The persons entitled to use the Office and the Services ("**Beneficiaries**") are set out in the registration form. The list of beneficiaries should only include employees of the member or legal representatives of the member. Third parties may only be entitled to use if their use of the Office is intended to serve the member's business. The member is at all times responsible for the written update of the list of beneficiaries. Only persons listed on the list of beneficiaries are entitled to use the Office and services. In the event that the member wishes to increase the number of persons entitled to use ("**Additional persons entitled to use**") and the number of additional

beneficiaries exceeds the number of workstations or available office space in accordance with the registration form, the FTC is entitled to refuse to include additional beneficiaries. Additional beneficiaries require the prior written consent of the FTC. If the FTC authorizes additional beneficiaries, the member is obliged to complete an additional membership for each additional beneficiary in accordance with the registration form. The list of beneficiaries may not contain persons whose use of the office space serves a purpose other than that of the member's business operations. The member is responsible and liable for all acts or omissions of the persons entitled to use.

#### **d) infrastructure.**

- (1) The member acknowledges that the provision of certain services is inherently dependent on the function of third party services and infrastructures including but not limited to telecommunications, the Internet and electricity over which FTC has no control. FTC shall not be liable for the malfunction, interruption or failure of the infrastructure or service of a third party, which is necessary for the provision of FTC services. Liability for culpable infringement of life, bodily integrity or health remains untouched.

### **§ 2. Membership fees**

#### **A) Membership fees**

- (1) The membership fees are to be paid monthly and in full. The member is therefore obliged to pay the FTC membership dues in accordance with the contractual agreements in the registration form, irrespective of whether he has actually used the services. The membership fee is monthly until the third day of the month for which the contribution is intended and thus payable in advance. FTC shall invoice the member for the paid membership fees and any other payments to which the Member is obligated pursuant to this agreement.

Subject to all other rights and claims in the event of default, late payments with interest in the amount of 1% per month shall be calculated from the 15th day of default of payment.

#### **b) Fees for additional services.**

- (1) Services that exceed the scope set out in the registration form will result in additional fees. The amount of the additional fees depends on the information in the List of prices and services (appendix 1).

#### **c) Payment**

- (1) The membership fee must be paid by advance postage and free of charge to the FTC, no later than the 3rd working day of the month to the account of Lunar GmbH, IBAN: DE78200907001015567001, bic: EDEKDEHHXXX, Purpose: Membership Food Tech campus.

#### **g) Fee for lost access card**

- (1) The Member shall immediately inform the FTC in writing of any loss of his or her personal entrance card or Information. FTC is entitled to charge a fee of 50 EUR plus VAT to the member in the event of loss of the card.
- (2) The member shall be liable for any further costs arising from the loss of the access card or the key or its replacement. All keys and access cards of the member and the beneficiaries shall be returned to the FTC immediately upon termination of this agreement.

### **§ 3. Terms of contract**

#### **A) Duration and termination**

- (1) The membership contract begins at the date stated under ' Commencement of service '. Both parties may terminate the contract regarding the number of calendar months mentioned in the registration form no later than the third working day

of a calendar month. The cancellation may only be made in writing.

- (2) In any case, the contractual relationship ends at the same time as the completion of the main lease on the 30.09.2023 (dissolving condition).

#### **b) Extraordinary termination.**

- (1) FTC alone shall be entitled to terminate the contract in the following exceptional cases: (a) The member has issued an affidavit under § 807 ZPO (or a similar declaration), an extra-judicial debt settlement serving Proceedings or ceases its payments for a period of more than three weeks, irrespective of whether or not the opening of insolvency proceedings has been requested, or (b) the member or one of its beneficiaries has an essential Member's duty to the FTC and the breach of duty was not made within 14 days of the notification of the breach of duty and a written A warning from the FTC, or (c) the member has breached a contractual obligation which makes the continuation of the contractual relationship with it unreasonable or (d) the member or one of the beneficiaries poses a risk to the safety and/or health Third party, and/or the member conducts illegal or unlawful activities, violates its contractual obligations in any other culpable manner and/or uses the premises for criminal, orderly and immoral business purposes and/or damages FTC By his conduct and/or harms or injures the rights of third parties.
- (2) If the rental relationship between the owner and the FTC is terminated through the rooms used in this agreement, this service agreement shall also terminate at the same time. The member does not have any claims against the FTC in this instance.

#### **c) End of the contract period.**

- (1) Upon termination of the contract, the member shall immediately vacate the office or his workplace, irrespective of the

reason for termination. It must return the office or the workplace, except for wear and tear within the scope of the contractual use, in the condition in which it was received and free of any persons or objects..

- (2) FTC assumes no responsibility for the member, a person entitled to use or the representatives left behind in the office. FTC shall be entitled to dispose of any items left by the member at the expense of the member in any manner that it deems appropriate, without being responsible or liable to the member, if the member fails to collect the items within ten days of a written request by the FTC at FTC headquarters.
- (3) The key cards handed over at the beginning of the contract must be returned at the latest by the end of the contractual relationship. The value of lost key cards in the amount of 50 EUR per card shall be reimbursed by the member.

#### **D) Obligations of the member.**

The member may not make any changes or modifications within the Office, in particular no additional furniture, furnishings, pictures of Bud Spencer or large appliances.

- (1) The member or one of the beneficiaries of the rights of use shall not be entitled to any illegal, unlawful, criminal, orderly or immoral, racist, violent or aggressive actions, or cause unnecessary noise or harass others.
- (2) If a member uses an office in the Open Space ("open space"), he is obligated to remove his personal belongings immediately if he does not use the office space. The responsibility and liability for personal belongings is borne by the member alone.
- (3) The member shall provide the FTC and the FTC affiliated institutions with compensation for all claims, liabilities and costs incurred by culpable breach of this

agreement by the member, the beneficiary, the visitor or by his vicarious or vicarious agents. The member bears full responsibility for all acts and damages committed by third parties, if the member, his authorized persons or his guests have caused or allowed this third party to enter the building. The member is liable for the fault of the persons entitled to use, his visitors, suppliers or third parties, who at his instigation entered the building and the premises as his responsibility (the "**member-related person**") and thereby exempts FTC from any liability in connection with any act or omission of any member-related person. The member will indemnify the FTC and all companies affiliated with FTC from any and all liability and costs arising from any claims of employees or guests or suppliers or any other persons that arise in connection with acts or omissions of Member-related persons.

- (4) The member is not entitled to assign the rights, obligations and liabilities of this agreement in whole or in part to a third party or to allow a third party to use the offices or any other service unless the FTC has previously agreed in writing. This clarifies that the member does not have the right to use the office or parts of the office to sublet, or to use it, only in part, unless FTC agrees in advance in writing.
- (5) The member may not, without the express written consent of the FTC use or publish in any medium any images or illustrations of the premises for advertising, publications or use for any other purposes or make any statements directly or indirectly addressed to the public about the Food Tech Campus and the date on which the member agrees with the FTC. ???
- (6) The member is not entitled to hold events on the premises without the prior written consent of the FTC. In order to obtain such consent, the member of the FTC shall submit a written request providing all

relevant information and necessary documentation.

#### **e) Rights of the FTC**

- (1) The member agrees that the FTC may, at its sole discretion, arrange events at any time in the office space. FTC will announce such events with reasonable notice. Neither the member nor the beneficiaries are entitled to claims against the FTC in this context, in particular they are not eligible to reduce the membership fees. For this purpose, the FTC may, as part of the event, provide services that are not, where possible, basic services (cf. **Ziff. §1 A.**), suspend access to the *open-space-refuse* office space and adjust furniture at its own discretion.
- (2) The FTC has the right to enter the office space and the offices at any time for reasons of protection and security as well as for maintenance work.
- (3) The member agrees that FTC stores and processes its data for internal purposes.
- (4) FTC and FTC affiliates are entitled to publish the member's name, as well as logos and trademarks of the member on the FTC website and the FTC mobile application to use at the FTC location, in confidential documents for shareholders or prospectuses for potential investors and in any other advertising commissioned by the FTC.
- (5) The member is aware and recognizes, -also on behalf of any beneficiaries that security cameras are installed in communal areas and open spaces of the premises. There are no cameras in the offices themselves. The member is not authorized to receive and FTC is not obligated to provide any security records to the member or for them to be kept for the member.

#### **f) Sales tax.**

- (1) In accordance with § 9 UStG, the FTC has renounced in whole the VAT exemption pursuant to § 4 No. 12 a) UStG and opted

to the value added tax (the "VAT option"). The member is aware that the FTC sales tax option is only permitted under the conditions set out in § 9 UStG. The member is obligated to only conduct transactions that do not exclude the deduction of VAT. The member hereby confirms that it is an entrepreneur within the meaning of § 2 UStG and shall assign the subject of the contract fully to its sales tax company. The member is liable to the FTC for the total damage or any damage caused to the FTC by the member's breach of this obligation, intentional or otherwise to only conduct transactions that do not preclude the deduction of VAT.

- (2) All notices relating to the contractual relationship must be produced in writing and sent to the email address mentioned in the application form. It is at all times the responsibility of the member to update his email address.
- (3) Should one or more of the provisions of this member agreement or general terms and conditions be or become legally ineffective in whole or in part, the validity of the remaining provisions shall not be affected by this. Should one or more provisions of this member contract or general terms and conditions be or become legally ineffective in whole or in part, or have a loophole, the parties undertake to reach a settlement which corresponds to what the Parties economic wishes..
- (4) The member agrees to receive emails and other communications from the FTC that may contain promotional content. The member has the option of unsubscribing from the FTC such e-mails and notices by following the instructions to unsubscribe in these notices. If the member Unsubscribes such communications, the FTC may continue to provide information to the member, such as through the membership account, the services requested by the member, or the FTC's ongoing business relations. In this section, "member" also refers to members of staff,

agents, beneficiaries and other related persons.

- (5) No verbal agreements have been made in addition to this agreement.
- (6) Should any of the provisions of the contract be or become legally ineffective in whole or in part, the validity of the remaining provisions will not be affected by this. In such a case, the contract is to be carried out in accordance with its intended meaning.
- (7) Subsequent changes and additions to the contract are only valid on foot of written agreement.
- (8) The place of governing jurisdiction regarding this contract is Berlin.

Furthermore, this contractual agreement is solely governed by the laws of the Federal Republic of Germany.

- (9) The validity, interpretation, construction and performance of this Contract shall be in accordance with the German language. Where this Contract is translated into another language and there is a conflict between the non-German version and the German version, then the German version shall prevail.
- (10) Any necessary special operating licences for its business operations shall be brought by the member only.

- Appendix 1** List of prices and services
- Appendix 2** Limitations of use and liability of Internet use
- Appendix 3** Datenschutzbestimmung / Data Protection Policy



## Appendix 1: List of prices and services (stand 07/2018)

### Basic services

The basic services included in all three memberships are listed below and are available to the member customer in an appropriate manner, subject to availability.

Access	Personal access Card with permission to access the public areas from Monday to Friday between 9 and 19h (except on official holidays)
Care	Members are supervised by FTC staff from Monday to Friday from 9 a.m. to 5 p.m. (except on statutory holidays)
Coffee, fruit and water	Free use of the Coffee Bar in the lounge
Mailbox	Use of the Community office as a business address including acceptance of letters and parcels
Network & Community	Access to the community via moderated channels and the possibility to contact each member directly  Invitation to events and academy services, As well as close to Edeka decision-makers, Bringmeister And Important Merchants
Lounge and open space	Use public areas for customer meetings
Open Kitchen	1x/month use of the preparation kitchen and shooting in the show kitchen (non-exclusive on fixed date)
Quiet Chairs	Usage of Quiet Chairso be able to make calls undisturbed
Internet	1Gbit-Connection for super-fast internet
Printing and Scanning	Printers and scanners are available to you at any time (fair Usage)

### Optional services

The following services are available to members for the below listed fees:

Meeting Room	Room for 10 persons	39,-€/h 300,-€/day
Meeting Room XL	Room for 20 persons	69,-€/h 500,-€/day
Media studio Space	Use of the event kitchen (excluding preparation kitchen) for the preparation and staging of products, including use of studio light and backdrop. (30 persons)	500,-€/day 300,-€/1/2 Day



Workshop Space	Use of the event kitchen for a business workshop (Max 30 PAX)	500,-€/day
Event Space	Preparation and media studio space with space for a Seated-Event for 50 pax	1500,- € / Event
Storage space	Possible if required-by arrangement	External
Expert Hour	Food startups have the opportunity Professionals To Meetings (Edeka or External Experts) and Relevant Questions answered (e.g. toM theme Qs, logistics, Finance)	99,-€/h
Edeka Matchmaking	The team will relay inquiries to the relevant decision-makers within Edeka and to the appropriate contact person. In the event of of positive feedback a personal introduction will be made on the member's behalf.	99,-€ / Intro

### Memberships

You can choose from the following memberships:

Member	The Membership consists of access card, base services, paid use of optional services and a <b>first year 2x 1h office Hour or a Matchmaking-Intro</b>	50,-€
Resident	The resident Membership consists of access card with <b>24/7 access</b> , base services, paid use of optional services + 4h/per month meeting rooms usage + 1x/year the events space (all subject to availability) + a <b>first year 2x 1h office Hour or a Matchmaking-Intro</b>	320,-€
Team	Includes all resident services and a lockable room with company signs at the office, at the reception and on the website, as well as 20h/month use of the meeting rooms.	5 Team Member 1900,-€  6 Team members: 2200,-€

## **Appendix 2: Use and limitation of liability for Internet use**

By concluding the membership contract the Member and guests are permitted for the period of the duration of the contract according to § 1 of membership contract to to the reasonable use the Internet access under the following conditions:

### **§ 1 Access data**

The member Access data, such as Network name, W-lan keys, etc., which are solely provided on request by the member, are generated for the personal use of the Member only and is at all times kept confidential.

The Member is not entitled to make a third party request to allow the use of the Internet without the prior consent of FTC.

### **§ 2 Privacy Policy**

The use of Internet access is set out under Appendix 3.

### **§ 3 Performance, availability**

FTC points out that the provision of Internet access is offered only within the scope of existing technical and operational possibilities and that the possibility of interruption, e.g. due to force majeure, maintenance measures or similar events cannot be excluded. The member is not entitled to the actual availability, suitability or reliability of internet access for any purpose.

### **§ 4 illegal use**

1) It is forbidden for the member to make use of chargeable services via the Internet connection, which could cause FTC to incur claims against the member.

In particular, it is hereby pointed out that any use which violates data protection law, personality, copyright, trademark or criminal law provisions is impermissible, in particular the intrusion or attempted intrusion into other data networks (so-called "hacking"), the infringement of copyright and other rights of third parties by the use of illegal Internet exchange exchanges or peer to-peer networks where copyrighted works are illegally disseminated ("illegal file sharing"), the transmission or posting of content which is offensive, defamatory, harassing, racist, sexist, unconstitutional or other illicit, disseminating and/or making public available of harmful and/or illegal content, the sending of unsolicited mass e-mails (so-called "Spamming") and/or viruses, as well as the visiting of websites with criminally relevant content (e.g. with seditious or child pornography content, or those which lead to/incite criminal offences or glorify violence or play it down and/or inappropriate material that morally endangers children or adolescents.

2) The member has a duty to report to the FTC without delay any violation, provided that he recognizes that a violation of the law has been committed or is imminent in accordance with § 4 par. 1.

### **§ 5 Limitation of liability**

The member alone is exclusively responsible for its own and/or third-party content held on the Internet in relation to FTC. FTC shall not be liable for any damages resulting from the use of the Internet, except for damages resulting from intentional or grossly negligent acts of FTC or damages resulting from death, personal injury, death or any breach of essential contractual obligations caused by any breach of duty on the part of FTC. In the event of a breach of material contractual obligations, however, liability shall be limited to foreseeable and contract-typical damages. Essential contractual

obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely.

However, in the event of breach of essential contractual obligations, liability is limited to foreseeable and contractually typical damages. Essential contractual obligations are such obligations, whose fulfilment allows the proper implementation of the contract in the first place and on whose adherence the contracting partner regularly trusts and relies.

In particular, no liability will be assumed for the content of Internet pages and/or downloaded files and/or for a virus attack by using the Internet access, provided that FTC is not responsible for this content. Damage to the Members resulting from improper use of the Internet has to be borne by the member itself.

### **§ 6 Violation of the terms of use**

In the event of a breach of these Terms of Use, FTC is authorized to restrict or completely block Internet access and reserves in particular the right to block access to certain pages or services, as mentioned in § 4 para. 1, via the WLAN at any time.

### **§ 7 Haftungsfreistellungserklärung/ Indemnity - Release of Liability**

1) The impermissibility of Internet use is determined in detail by § 3. D) Of Membership contract i. V. M. of the adjacent usage and liability limitation Agreement for the Internet to Appendix 1 Of Membership contract Which I have read, understood and accepted.

2) I hereby undertake to Lunar GmbH (limited liability) (In short: FTC) to indemnify them from claims made by third parties which are caused by them on the basis of damages (including the costs of warnings, damages, the costs of the prosecution of the Admonisher and the connection holder) in connection with any improper use of the Internet access by third parties and/or me during the use of the Internet connection of FTC for as long as I have access to the corresponding services for the permitted duration of the contract according to the registration form of the Membership Contract allowed.

3) Damages, which arise to me due to this impermissible use, I hereby undertake to bear myself and to immediately upon demand give FTC an appropriate release, without FTC being obligated to legally proceed first against warnings or claims for damages of third parties..

\_\_\_\_\_, the \_\_\_\_\_  
Place Date (Signature of the Member)

\_\_\_\_\_, the \_\_\_\_\_  
Place Date (Signature on behalf of FTC)

## **Appendix 3-Privacy Policy**

### **§ 1. Scope of application**

The following data protection regulations apply to the use of Internet access by the member. The legal basis of data protection can be found in the EU Data Protection Basic Ordinance (hereinafter DSGVO) and in the Federal Privacy Act (BDSG).

### **§ 2. Definitions**

#### A) Personal data

"Personal data" shall be any information relating to an identified or identifiable natural person.

#### B) Processing

"Processing" means any operation performed with or without the help of automated procedures or any such sequence of operations in connection with personal data.

### **§ 3. Types of personal data and purpose of data processing**

FTC processes the following personal data in the event of Internet use:

- First and last name, date of birth and contact details of the members,
- Access data (user name, password)
- Date and time of access,
- Visited websites,
- IP-Address of the device accessing.

The aforementioned data are processed for security reasons for fraud and misuse control as well as for the statistical recording of internet usage. The legal basis for processing is Article 6 (1), first sentence, DSGVO.

### **§ 4. Duration of processing**

The personal data will be deleted after five years if the member has no longer used the FTC Internet connection during this period.

### **§ 5. Requirement of data provision**

The provision of personal data is necessary for the use of the Internet.

### **§ 6. Right of objection**

The member shall be entitled at any time to object to the personal data processed on the basis of article 6 (1), sentence 1 F DSGVO, provided that there are grounds for the opposition arising from its particular situation. However, his personal data will be further processed if compelling reasons are available to further process the data which outweigh the interests, rights and freedoms of his person, or Where the processing of the claim, exercise or defense of legal claims serves.

### **§ 7. Other rights concerned**

In the event of consent, the member shall have the right to revoke it. A withdrawal does not alter the legality of the processing (no retroactive effect of the revocation).

The member has the right to obtain free information within the framework of the DSGVO on request, via the personal data pertaining to the FTC, to him (art. 15 DSGVO).

In addition, in accordance with the DSGVO, he is entitled to rectification (art. 16 DSGVO), deletion (art. 17 DSGVO), restriction (art. 18 DSGVO) and transfer (art. 20 DSGVO) of his personal data.

It also has the right to complain to the relevant data protection supervisory authority in duly substantiated cases (art. 77 DSGVO).

The member may assert his rights after the DSGVO by e-mail or in writing.

## **§ 8. Contact details**

### Provider as responsible for data protection law:

Lunar GmbH, New-York-Ring 6, 22297 Hamburg, Telefon: +49 40 6377 - 0  
Fax: + 49 40 6377-4010.

### Corporate Data Protection Officer:

Silke Jacob, [Silke.Jacob@edeka.de](mailto:Silke.Jacob@edeka.de).

### Data protection authority:

Free and Hanseatic City of Hamburg, the Hamburg representative for data protection and freedom of information, monastery Wall 6 (Block C), 20095 Hamburg, tel.: 040/428 54 – 4040, Fax: 040/428 54 – 4000, E-mail: [mailbox@datenschutz.hamburg.de](mailto:mailbox@datenschutz.hamburg.de)

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