

## Terms and conditions Angel Funding Germany

These general Terms and Conditions are translated from the Dutch “Algemene Voorwaarden”. They can be found on the website: [www.angelfundinggermany.com](http://www.angelfundinggermany.com) and will be sent to you on request free of charge. In the event of any difference in contents and tenor the Dutch text shall be binding.

### GENERAL PROVISIONS

#### Article 1 : Definitions

In these Terms and Conditions the following terms are defined as set forth below:

- A) *Client:*  
A Business Angel or an Entrepreneur.
- B) *Business Angel:*  
A private investor with the intent to participate in companies of third parties.
- C) *Angel Funding Germany:*  
Angel Funding Germany is an initiative of BridgeFactor, registered at the Chamber of Commerce of Centraal Gelderland in Arnhem under number 09217306. Angel Funding Germany aims to bring into contact Business Angels with Entrepreneurs.
- D) *Meeting:*  
A meeting organised (or contributed to) by Angel Funding Germany.
- E) *Digital platform:*  
Private section of the digital network of Angel Funding Germany for which Entrepreneurs and Business Angels can register.
- F) *Entrepreneur:*  
Owner of a company that, in order to realise substantial growth of his company, wants to attract venture capital of at least around € 50.000,- to around € 2.000.000,- and intends to come to business with one or more Business Angels.
- G) *Agreement:*  
The agreed arrangements between Angel Funding Germany and a Client.
- H) *Registration:*  
Access to the Digital platform of Angel Funding Germany, being part of any Agreement between Angel Funding Germany and a Client.
- I) *Terms and Conditions:*  
The general Terms and Conditions of Angel Funding Germany.

## **Article 2 : Applicability**

- 2.1 The Terms and Conditions shall apply to every offering, every quotation and every Agreement closed with Angel Funding Germany.
- 2.2 By placing an order or otherwise the conclusion of an Agreement the Client accepts the applicability of the Terms and Conditions. The applicability of terms and conditions of the Client, however named, are hereby expressly rejected.
- 2.3 Deviation from the Terms and Conditions is only possible when agreed in writing.
- 2.4 In the event of any inconsistency the Agreement shall prevail over the Terms and Conditions.
- 2.5 If the Terms and Conditions are subject to change, the modified version of these Terms and Conditions after handing over to the Client is part of each agreement between the Client and Angel Funding Germany, unless the Client within seven days after receipt of the modified Terms and Conditions expressly indicate in writing not to accept the changes.
- 2.6 If one or more provisions of these Terms and Conditions are in whole or partially void or will be proven void this does not affect the validity of the other provisions in the Terms and Conditions.
- 2.7 If uncertainty exists regarding the interpretation of one or more provisions of the Terms and Conditions, then the explanation must be found in the spirit of these provisions.

## **Article 3 : Conclusion and duration of the Agreement**

- 3.1 All offers and quotations of Angel Funding Germany, either in writing or orally, and other statements of Angel Funding Germany and her representatives and/or employees are without obligation. Angel Funding Germany has the right to revoke an offer made without obligation by her (also after acceptance) within seven (7) days.
- 3.2 Without prejudice to the provisions in article 3.1 an Agreement between Angel Funding Germany and a Business Angel is only concluded after Angel Funding Germany has made an explicit communication. For conclusion of the Agreement Angel Funding Germany may assess the information supplied by the Business Angel to Angel Funding Germany and require an introduction interview.
- 3.3 Without prejudice to the provisions in article 3.1 an Agreement between Angel Funding Germany and an Entrepreneur is only concluded after Angel Funding Germany has made an explicit communication. For conclusion of the Agreement Angel Funding Germany may assess the information supplied by the Entrepreneur to Angel Funding Germany and require an introduction interview.
- 3.4 For orders, deliveries and services performed by Angel Funding Germany, for which no explicit communication has been made as referred to in article 3.2 or 3.3, the invoice is regarded as such a communication and this invoice shall be deemed to be a correct and complete representation of the Agreement.
- 3.5 Changes or additions to the Agreement, including the applicable Terms and Conditions are only effective if agreed in writing.
- 3.6 The Agreement between Angel Funding Germany and a Business Angel is concluded for a period of one (1) year. The Agreement will be extended automatically for a period of one (1) year, unless Angel Funding Germany or the Business Angel terminates the Agreement before the end of the current period in writing stating the username with a notice period of two (2) months.

- 3.7 The Agreement between Angel Funding Germany and an Entrepreneur is concluded for a period of one (1) year and ends by law.

#### **Article 4: Payment**

- 4.1 Payment of invoices from Angel Funding Germany must be made by the Client within the agreed term(s), but no later than twenty one (21) days after the invoice date.
- 4.2 If the Client fails to pay any owed amount within the prescribed period, the Client shall be in default by operation of law without any demand or notice of default being required. In that event the Client shall owe interest on the full invoice amount of one (1) % per month or part of a month above statutory interest. Any costs, both judicial and extrajudicial, made by Angel Funding Germany to enforce the fulfilment of the Client's obligations are at the Client's expense.
- 4.3 Payments by the Client are first to reduce all owed costs, then the interest owed, then those claimable invoices remaining unpaid longest. That is also the case if the Client states that the payment relates to a specific invoice.
- 4.4 All obligations of the Client are immediately claimable in the event the Client does not fulfil his payment obligations in time.
- 4.5 Angel Funding Germany is authorized, to request the Client in respect of an Agreement to prepay, make an advance payment, or provide security in another way.
- 4.6 The Client is not entitled to deduct any amount on the invoice or to compensate the invoice with any counterclaim that he might have on Angel Funding Germany.
- 4.7 Without prejudice to the provisions in the preceding articles Angel Funding Germany is authorized to claim full compensation if the Client fails to meet its obligations under the Agreement.

#### **Article 5: Suspension and termination**

- 5.1 Without prejudice to the provisions in article 6:265 and 6:52 BW the following applies.
- 5.2 If the Client fails to fulfil any obligation to Angel Funding Germany Angel Funding Germany, or if Angel Funding Germany reasonably can expect that the client will fail to fulfil any obligation to Angel Funding Germany, Angel Funding Germany is entitled to:
- a) claim from the Client regarding all current Agreements security for payment of external costs;
  - b) suspend its obligation under the Agreement with the Client, without prejudice to the right to claim simultaneously security for payment;
  - c) without judicial intervention terminate the Agreement in whole or in part with immediate effect, without being liable for any damages.
- 5.3 Angel Funding Germany furthermore has the right to terminate the Agreement without judicial intervention with immediate effect, without being liable for any damages, in the event that after conclusion of the Agreement it becomes clear to Angel Funding Germany that damage may be caused to Angel Funding Germany, or third parties, in whatever form, or if it is expected that public order will be disturbed.
- 5.4 In addition Angel Funding Germany can with immediate effect and without judicial intervention terminate the Agreement with the Client, without being liable for any damages, in the event that:

- a) the Client is declared bankrupt, is admitted to the Natural Persons Debt Rescheduling Act ("Wettelijke Schuldsaneringsregeling voor Natuurlijke personen"), makes a request for suspension of payment, or caused by seizure, by placement in receivership or otherwise the loss of power of disposal over his capital or substantial parts thereof;
- b) that the Client terminates its business activities, or if the Client is a legal entity, ceases to pursue its statutory purpose, decides to liquidate, or otherwise loses its legal form;
- c) the Client decides to change the purpose of his company;
- d) that the controlling rights regarding the Client amend significantly;
- e) that the Client dies.

#### **Article 6: Force majeure**

- 6.1 Force majeure on the side of Angel Funding Germany is understood in these Terms and Conditions as any circumstance beyond the will of Angel Funding Germany – even though this could already be foreseen at the time of the conclusion of the Agreement - that permanently or temporarily prevents the fulfilment of the Agreement, and also, to the extent not included already, war, threat of war, terrorist attacks, civil war, riots, strikes, fire and other serious disruptions in the business of Angel Funding Germany, and also the impossibility of fulfilment of the Agreement due to shortcomings of by Angel Funding Germany for the execution of the Agreement engaged persons and/or items. In the event of impediment of the execution of the Agreement due to force majeure, Angel Funding Germany is entitled, without judicial intervention to either suspend the execution of the agreement or to terminate the Agreement in whole or partially, without being liable for any damages.
- 6.2 If at the onset of the force majeure Angel Funding Germany has already partially fulfilled its obligations or can fulfil its obligations only partially, Angel Funding Germany is entitled to invoice the delivered part c.q. deliverable part separately and the Client is obliged to pay this invoice.

#### **Article 7: Liability**

- 7.1 Angel Funding Germany executes Agreements exclusively for the Client. Third parties may not derive any rights, from the content of the work performed, and more in general from the manner in which Agreements may or may not have been executed.
- 7.2 Not only Angel Funding Germany, but also all persons engaged in any Agreement by Angel Funding Germany can call upon these Terms and Conditions towards the Client.
- 7.3 Although Angel Funding Germany exercises a high level of care, see does not give, explicitly or implicitly, any guarantee that the information provided by the Clients is correct, complete or up-to-date. Angel Funding Germany does not subject its Business Angels to any background checks or due diligence, nor shall commission third parties accordingly. Clients themselves are responsible for verifying and assessing provided information. Business Angels must decide for themselves in which cases and under which conditions they invest and Entrepreneurs must decide for themselves if and to what extent they agree. Since Angel Funding Germany only acts as intermediary between Business Angels and Entrepreneurs and does not influence the decision making of the Clients, Angel Funding Germany is not liable for any damage resulting from disappointing results or incomplete or inaccurate information regarding the Clients.
- 7.4 If Angel Funding Germany by or in connection with the execution of an agreement or otherwise is liable to the Client and/or third parties, such liability will be limited to the invoice amount of the part of the Agreement, from which the liability arises.
- 7.5 The Client shall indemnify Angel Funding Germany for all third party claims in respect of damage that would remain at the expense of the Client under the provisions made in these Terms and

Conditions regarding the relation between Angel Funding Germany and the Client and for infringement of copyright and/or intellectual property rights by the Client towards third parties.

- 7.6 The Client will compensate Angel Funding Germany for all damages to Angel Funding Germany, the staff of Angel Funding Germany or its contractors arising out of or resulting from actions on the part of the Client, its employees or by the Client's third parties involved.

#### **Article 8: Providing information**

- 8.1 The Client is obliged to supply timely any (additional) information to Angel Funding Germany that could reasonably be of interest for the execution of the Agreement.
- 8.2 Angel Funding Germany is free to use the data made available by the Client freely for the execution of the Agreement.

#### **Article 9: Confidentiality**

- 9.1 The Client ensures that he, his staff, also explicitly understood as personnel hired by him, companies he engages and their (hired) personnel and also third parties engaged by him, will keep all information of which the Client knows or reasonably should know that it concerns confidential information, confidential and to exclusively use this for the execution of the Agreement, whereby the information provided to the Client during meetings or via the Digital Platform and personal information and contact information at all times should be considered confidential. The information referred to in this paragraph shall not be disclosed to third parties without prior written consent of Angel Funding Germany and the Client to whom the information relates.
- 9.2 Data exchanged between Angel Funding Germany and the Client are only available for execution of the Agreement, unless expressly agreed otherwise. These data should not be used under the Data Protection Act (De Wet Bescherming Persoonsgegevens) for commercial purposes or other processing as specified in this law.
- 9.3 The Client undertakes to observe confidentiality when handling data that can cause harm to Angel Funding Germany or her relations in case of cognizance of these data by third parties, on pain of payment of damages including costs incurred.
- 9.4 If the Client violates one or more provisions in this article, he forfeits per infringement, without a notice of default is required, a penalty payable to Angel Funding Germany amounting € 500, - without prejudice to the right of Angel Funding Germany to claim full compensation.
- 9.5 Angel Funding Germany is not liable for damages of any kind caused by violation of any provisions in this article by the Client.

#### **Article 10: Complaints and Disputes**

- 10.1 Complaints by the Client with respect to failure by Angel Funding Germany in the fulfillment of any obligation under the Agreement and/or relating to, the invoicing by Angel Funding Germany should be made in writing to the office of Angel Funding Germany within fourteen (14) days after the discovery of the failure, or receipt of the invoice. If the complaint is not received in time by Angel Funding Germany, the Client cannot claim the failure or the incorrect invoicing anymore.
- 10.2 The right of the Client to claim compensation from Angel Funding Germany will lapse if the Client within one (1) year after asserting a complaint in the manner described in Article 10.1, does not submit the dispute to the competent court.

#### **Article 11: Applicable law and Competent court**

- 11.1 All agreements with Angel Funding Germany and the subsequent legal relationship between Angel Funding Germany and the Client are governed by Dutch law.
- 11.2 All disputes arising in connection with the Agreement and the subsequent legal relationship between Angel Funding Germany and the Client arise, should in the first instance be submitted to the competent court in Arnhem.

#### **SPECIAL PROVISIONS REGISTRATION**

The general provisions of these Terms and Conditions shall apply to the matters governed by the special provisions, insofar not expressly stated otherwise in the special provisions.

#### **Article 12: Registration**

- 12.1 Registration of a Business Angel is done by providing a username via Angel Funding Germany.
- 12.2 The Registration of an Entrepreneur takes place through the acknowledgement of receipt by Angel Funding Germany of the application of the Entrepreneur on the Digital platform.

#### **Article 13: Obligations of the Client**

- 13.1 For the Registration a username will be provided to the Client via Angel Funding Germany.
- 13.2 The username and password are strictly personal and may not be provided to third parties. The Client is responsible for maintaining the confidentiality of the username and password and shall not provide third parties access to the Digital platform. He is also responsible for all activities on the Digital platform under the username provided to him via Angel Funding Germany. If the client violates this provision of this article, he shall be liable to Angel Funding Germany for all damages resulting from activities on the Digital platform under the username provided via Angel Funding Germany to him.
- 13.3 The Client agrees, by entering the Registration, to provide only accurate, up-to-date and complete information.
- 13.4 The Client is aware that, despite of all the effort of Angel Funding Germany for securing the Digital platform, the information he provides to the Digital platform is at his own risk.
- 13.5 The Registration should not be used in a manner that is contrary to the law, morality or public order. The platform may only be used in line with the objectives of Angel Funding Germany. In particular, under no circumstances via the Digital platform may:
- viruses or contaminating software be sent, posted, uploaded, distributed or otherwise made available;
  - false, libelous, defamatory, obscene, pornographic, profane, indecent, offensive, harassing or threatening data be sent, posted, uploaded, distributed or otherwise made available;
  - information which violates the law or infringes, or means unlawful appropriation of a patent, trademark, identity right, trade secret, right of publicity, right of privacy, copyright, or other intellectual property rights or other rights of third parties, be sent, made public, multiplied, posted, uploaded, distributed or otherwise made available;
  - infringe on rights of others, including the right to privacy;

- personal advertising, junk mail, spam or chain letters be sent, posted, uploaded, distributed or otherwise made available or otherwise be acted contrary to the applicable laws and regulations;
- be carry out behavior that may interfere with other Internet users, which can endanger the functioning of the Digital platform or which may affect the information offered on or via the Digital platform or the underlying software.

#### **Article 14: Liability**

- 14.1 The use of the Digital platform is at the own risk and expense of the Client. Despite all the effort that Angel Funding Germany puts in the stability, performance and the content of the Digital platform, Angel Funding Germany cannot be held liable for any malfunction, failure or incorrectness thereof, and the loss of data or user settings, or damage to other equipment or software caused by or through the digital platform. Angel Funding Germany and its suppliers are not liable for the nuisance or harm anyone from this or other use (directly or indirectly) is experiencing.
- 14.2 Angel Funding Germany is not liable for the content and the actions or omissions of Clients or third parties on the Digital platform.
- 14.3 Although Angel Funding Germany attempts to provide accurate, complete and up-to-date information, Angel Funding Germany does not provide any warranty, explicitly nor implicitly, that the information provided on or via the Digital platform is accurate, complete or current.

#### **Article 15: Discontinuation Registration**

- 15.1 If the Client, in the opinion of Angel Funding Germany not uses the Digital platform in a reasonable way, Angel Funding Germany may, if it deems necessary terminate its services without notice to the Client or third parties, without prejudice to any other rights of Angel Funding Germany and without being liable to pay damages. In particular, it may delete profiles, remove content, modify or anonymize and / or exclude specific users from the Digital platform. However, Angel Funding Germany shall be free to take no action.

#### **SPECIAL PROVISIONS MEETINGS**

The general provisions of these Terms and Conditions shall apply to the matters governed by the special provisions, insofar not expressly stated otherwise in the special provisions.

#### **Article 16: Participation in a Meeting**

- 16.1 Angel Funding Germany may ask an Entrepreneur to participate in a Meeting by giving a presentation. If an Entrepreneur agrees, he is obliged to follow the instructions given by Angel Funding Germany regarding the content and manner of the presentation
- 16.2 For participation in a Meeting the costs will be charged to the Entrepreneur separately.

#### **Article 17: Cancellation**

- 17.1 Complete or partial cancellation of participation in a Meeting by a client must be made by fax, email or post. The determination of the penalty is based on the date of receipt of the letter by Angel Funding Germany.
- 17.2 In case of cancellation by the Entrepreneur the following applies:

- In case of cancellation from 3 weeks to 2 weeks before the date of the Meeting, the Entrepreneur is obliged to pay 40% of the participation fee to Angel Funding Germany.
- In case of cancellation from 2 weeks up to and including the date of the meeting, the Entrepreneur is obliged to pay 80% of the participation fee to Angel Funding Germany.
- In addition to the above costs in case of cancellation by the Entrepreneur also all incurred direct costs (printing, postage and room hire), and third-party costs that are passed on to Angel Funding Germany and cannot be cancelled must be fulfilled.

17.3 Angel Funding Germany always has the right to cancel a meeting without being obliged to pay for any damages.

#### **Article 18: Liability**

18.1 Angel Funding Germany is not liable for damages caused by technical defects in equipment used, including in any case audiovisual equipment, booths, lights, decorations and stage props, or improper functioning of third parties contracted by Angel Funding Germany.

18.2 Angel Funding Germany is not liable for damage to the (personal) belongings of the Client.

18.3 Angel Funding Germany will treat entrusted materials including videotapes, films, documents and other materials with great care. However Angel Funding Germany is not liable for damage or the loss of materials placed at her disposal, by any cause whatsoever, except in case of an intentional act or gross negligence. The Client himself needs to take care of the insurance and keeping insured of the materials placed at the disposal of Angel Funding Germany.