



Investment Overview

To : **Madam / Mister**

We thank you for your interest in investing in CodeNekt. Your investment will be made by way of a BSA Air.

This section provides an overview of the BSA Air and the terms of your investment.

WHAT IS A BSA AIR ?

A BSA Air is an investment agreement or Accord d'investissement rapide ("**Air**") that allows investors to make an investment now which will convert into shares in the next funding round (or change of control of the company) at the valuation determined in that round. It's an easy-to-understand document that enables companies to receive investment quickly and ahead of an upcoming funding round.

ABOUT YOUR INVESTMENT

You're investing €..... in CodeNekt, which will convert into shares upon our next funding round.

If we raise at least €800,000 which excludes any amounts raised by way of issuance of BSA Air or other convertible instruments, over one or more funding rounds, or if the company is sold in the next 24 months, then your investment will convert into shares based on a valuation of:

€6,600,000, if the valuation of this new funding round (minus a discount of 20%) is equal to or lower than €6,600,000, or

the pre-money valuation (minus a discount of 20% applied to such valuation) of the new funding round, if such valuation is higher than €6,600,000.

To protect your investment and allow you to convert even if the company does not carry out a new material funding round, then your investment will convert into shares at a valuation of €5,620,000 in 24 months.

NEXT STEPS

Please carefully read the English translation of the Agreement that follows the French version below. If you're happy with the terms, please sign the document and your subscription form, then wire your funds to the specified bank account. We urge you to keep a copy of this

agreement for your records. The company will notify you when it's time to review the documents for their next funding round, or when your investment will convert into shares.

The above summary is designed to provide an overview of your investment and isn't legally binding. If there's any difference in meaning or interpretation between this summary and the French version of the Agreement, the terms of the French version will prevail.

CodeNekt

Company with share capital of €49,392

Head Office: 111 avenue Victor Hugo, Paris, 75016, France

Paris Incorporation Number: 852634799

ENGLISH TRANSLATION

*This English translation of the “**Accord d’Investissement Rapide**” is provided for information purposes only. In case of a discrepancy, the French version will prevail. Under no circumstances will either party claim a binding obligation by reference to this English translation.*

ACCORD D’INVESTISSEMENT RAPIDE

BETWEEN THE UNDERSIGNED:

1. Francis Hachem (le “**Fondateur**”), residing at 44 avenue Isola Bella, Cannes, 06400, France,

hereinafter referred to as the “**Founder**”,

2. Madam / Mister

hereinafter referred to as the “**Investor**”,

3. CodeNekt, a French company with a share capital of €49,392, registered with the registre du commerce (Registry of Commerce) of Paris under the number 852634799, whose registered office is located at 111 avenue Victor Hugo, Paris, 75016, France, duly represented by Francis Hachem, acting in their capacity as chairperson,

hereinafter referred to as the “**Company**”,

The Founder, the Investor and the Company are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Investor wants to invest an amount of €100 in the Company (the "**Investment Amount**" or the "**Investment**").
- B. The Company seeks investment to support its growth, and the Parties wish to enter into a "**BSA Air Investment Agreement**".
- C. The Parties have agreed to make the Investment in the form of a BSA Air Investment Agreement, which involves the issuance of a warrant ("bon de souscription d'actions") to the benefit of the Investor and a subscription price equal to the Investment Amount. Such warrant entitles the Investor to later subscribe under certain conditions to a variable number of ordinary shares of the Company.
- D. The Parties have decided to enter into this BSA Air Investment Agreement (the "**BSA Air Investment Agreement**" or "**AIR**"), which will implement the decisions of the shareholders of the Company for the issuance of the BSA Air (the "**Decisions**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this agreement (including the preamble), except where a different interpretation is necessary in the context, the words and expressions set out below will have the following meanings:

"**BSA Air**" has the meaning provided for in Article 2 of this BSA Air Investment Agreement.

"**BSA Air Investment Agreement**" or "**AIR**" means this BSA Air Investment Agreement including its preamble.

"**Company**" has the meaning given to it in the Preamble.

"**Decisions**" has the meaning provided for in paragraph (D) of the preamble.

"**Designated Bank Account**" has the meaning provided for in Article 3 of this BSA Air Investment Agreement.

"**Discount Rate**" means the discount rate of 20% that will be applied to the Reference Valuation to determine the number of Shares that can be subscribed by the Investor upon exercise of the BSA Air.

“**Exchange Operation**” has the meaning provided for in Article 5.1 (a).

“**Floor Valuation**” means the valuation of €6,600,000 used to determine the maximum number of Shares the Investor is entitled to subscribe following the exercise of the BSA AIR.

“**Founder**” has the meaning provided for in the preamble.

“**Fully Diluted**” means the theoretical number of Shares of the Company on a fully diluted basis, including all vested and unvested securities, giving access to the Company's share capital, and any other convertible securities, except for any shares issued upon exercise of (i) convertible bonds, (ii) the BSA Air or (iii) any other BSA Air that would have substantially the same terms as the BSA Air, and representing, as of the date hereof 49,392 Securities.

“**IPO**” has the meaning provided for in Article 5.1 (a).

“**Investment**” has the meaning provided for in paragraph (B) of the preamble.

“**Investment Amount**” means the amount, in Euros, invested by the Investor under the BSA Air Investment Agreement, equal to a total amount of €....., as defined in paragraph (A) of the preamble of this BSA Air Investment Agreement.

“**Investor**” has the meaning provided for in the preamble

“**Longstop Date**” has the meaning provided for in Article 5.2 of this BSA Air investment Agreement.

“**Low Valuation**” means the valuation of €5,620,000 used to determine the number of Shares that can be subscribed upon exercise of the BSA Air by the Investor following the Longstop Date and in the absence of the occurrence of a Triggering Event.

“**Nominal Value**” means the nominal value of the Company's Shares, equal on the date hereof to €1.

“**Pre-Money Valuation**” means the valuation of the Company on a Fully Diluted basis, without taking into account the Securities issued or the Investment Amount.

“**Price per Share**” means the price per share, including the share Nominal Value and share premium, calculated based on the terms and conditions defined in Article 5.1 (b).

“**Qualified Transfer**” has the meaning given to it in Article 4.1. “**Reference Valuation**” has the meaning provided for in Article 5.1 (b). “**Securities**” means:

- (i) the Shares;
- (ii) any securities or other instruments giving the right to subscribe to the share capital of the Company, in any manner and whether immediately or in the future, including in BSA Air warrants, shares with warrants attached, options and founders' warrants (bons de souscription de parts de créateurs d'entreprise);
- (iii) any preferential subscription rights attached to the Shares or Securities referred to in paragraph (ii) above, in the event of an Issuance of Shares or Securities giving access to the Company's capital, whether immediately or in the future; and
- (iv) any right to receive free of charge Shares or other Securities attached to the Shares and other Securities referred to in paragraph (ii) above, which the Parties may hold for any reason.

"Share Issuance" has the meaning provided for in Article 5.1(a)

"Share(s)" means the ordinary and/or preference shares issued or to be issued by the Company.

"Signature Date" means the date of execution of this BSA Air Investment Agreement by all the Parties.

"Subscription Form" means the BSA Air's Subscription Form. **"Triggering Event(s)"** has the meaning provided for in Article 5.1(a).

1.2. INTERPRETATION

(a) All references to the preamble, articles and paragraphs are to the preamble, articles and paragraphs of the Agreement.

(b) Headings are for convenience only and will not affect the interpretation of the Agreement.

(c) References to the singular will include references to the plural and vice versa, unless the context otherwise requires or permits, and words of a particular gender will include all genders.

(d) Unless the context otherwise requires, any reference to a legal provision will be construed as meaning the provision as it exists and applies on the day of the conclusion of the Agreement.

(e) Any reference to any other document will be construed as a reference to that document as it exists on the date of the conclusion of the BSA Air

Investment Agreement.

(f) The examples following the words "include", "including", "in particular" and all other words having the same meaning are not exhaustive.

2. PURPOSE

The purpose of this BSA Air Investment Agreement is to define the terms and conditions of:

(a) the issuance of one or more BSA Air warrants to the Investor for a price equal to the Investment Amount (the "**BSA AIR**"); and

(b) the exercise of the BSA AIR by the Investor, giving access to the Company's share capital.

3. PROCEDURE

The Company undertakes to issue one BSA AIR warrant that the Investor undertakes to subscribe for at a subscription price equal to the Investment Amount.

Once issued by the Company, the Investor undertakes to subscribe to the BSA AIR by signing and delivering to the Company the Subscription Form.

The full payment of the subscription price will be made at the latest 30 days from the Signature Date, on the bank account of the Company which details appearing hereby (the "**Designated Bank Account**"). In case of non-payment in full of the subscription price within this period, this BSA Air Investment Agreement will become null and void and the BSA Air warrant will be considered never to have been issued.

Designated Bank Account	
Name of the Bank	Qonto
Account owner	CodeNekt
Bank address	18 Rue de Navarin, 75009 Paris
IBAN	FR76 1695 8000 0119 3716 7752 818
BIC	QNTOFRP1XXX

4. TERMS

4.1. Number of warrants

One BSA Air warrant will be issued under this BSA Air Investment Agreement.

4.2. Form of the warrant

The BSA Air will be issued and registered in the company records. The rights of the Investor will be formalized by the registration of the BSA Air warrant in the Company register.

4.3. Non-Transferability

The BSA Air is non-transferable except with the prior written approval of the President of the Company.

4.4. Subscription price and payment conditions

The BSA Air will be issued at a price equal to the Investment Amount, which represents the total subscription price of the BSA Air warrant.

The payment of the subscription price will be made in cash by way of bank transfer under the conditions mentioned in Article 3, or by way of compensation of certain, due and liquid debt that the Investor would hold at the date of subscription.

4.5. Date of issuance

The BSA Air will be issued at the Signature Date and must be subscribed within 30 days following the date of issuance.

4.6. Rights

The BSA Air will entitle the Investor, after payment of the subscription price of the BSA Air, to subscribe for a variable number of Shares of the Company at their Nominal Value in accordance with the principles and conditions set out below.

5. EXERCISE CONDITIONS

The BSA Air will entitle the Investor to subscribe to a variable number of ordinary shares of the Company, determined in accordance with the principles and conditions set out below.

The Nominal Value will be adjusted, if necessary, to take into account any consolidation or division of the Shares that may occur between the issuance and the exercise of the BSA Air.

5.1. Occurrence of a Triggering Event

(a) Qualification of Triggering Events

The Investor may exercise the BSA Air in the event of the occurrence of one of the following events before the Longstop Date:

(i) an issuance by the Company of new Shares, whether or not attached with securities giving access to the capital, the total amount of which is, excluding investments in BSA Air warrants, equal to or greater than €800,000 (a "**Share Issuance**");

(ii) the filing with the clerk of any proposed merger or demerger of the Company (an "**Exchange Operation**");

(iii) a transfer, by any legal form, of the ownership (full, divided or stripped) of shares in the Company resulting in a change of control within the meaning of article L.233-3 of the French Commercial Code (Code de Commerce) or a sale of the Company's business or its main assets or a partial contribution of assets (hereby a "**Qualified Transfer**");

(iv) the listing of the Company's securities on a regulated or unregulated market (an "**IPO**");

(v) the opening of a safeguard, restructuring or liquidation procedure of the Company or any other similar procedure that occurs prior to the events listed above (hereby "**Insolvency Proceeding**"); or

(vi) the Voluntary Dissolution and Liquidation of the Company (herby "**Voluntary Liquidation**").

Hereby referred to individually as a "**Triggering Event**" or collectively as the "**Triggering Events**".

(b) Calculation of the number of Shares to be subscribed upon conversion of the BSA Air in case of a Triggering Event is as follows:

Upon the occurrence of a Triggering Event, the BSA Air will entitle the Investor to subscribe, in a single investment, up to "**N Air**" of Shares in the Company, rounded down to the nearest whole number, equal to:

$$\mathbf{N\ Air = I\ Air / (Price\ per\ Share - Vn)}$$

with:

I Air = the Investment Amount;

Vn = the Nominal Value of the Company's Shares on the date of exercise of the BSA Air;

Ni = the number of Shares of the Company on a Fully Diluted basis immediately prior to the exercise of the BSA Air;

Price per Share = price per Share, determined as follows:

- if the Reference Valuation (as defined below) minus the Discount Rate is less than or equal to the Floor Valuation:

$$\text{Price per Share} = \text{€6,600,000} / \text{Ni}$$

- if the Reference Valuation (as defined below) less the Discount Rate is greater than the Floor Valuation:

$$\text{Price per Share} = \text{Reference Valuation} * (1 - D) / \text{Ni}$$

with

D = the Discount Rate

The **Reference Valuation** is defined as:

- if the Triggering Event is a Share Issuance, an Exchange Operation or a Qualified Transfer:

Reference Valuation = Pre-money valuation of the Company, in euros, determined in good faith for the above-mentioned Triggering Event.

- if the Triggering Event is an IPO:

Reference Valuation = Pre-money valuation of the Company, in euros, determined by the stock exchange listing valuation.

- If the Triggering Event is a voluntary dissolution and liquidation of the Company:

Reference Valuation = €6,600,000

For the sake of clarity, in the case of a voluntary dissolution and liquidation, the Price per Share will be determined on the basis of the Reference Valuation, to which the Discount Rate will not be applied.

N Air will be adjusted to take into account any consolidation or division of the Shares.

(c) Subscription period for the new Shares

The Company undertakes to inform the Investor, by any written means that allow obtaining an acknowledgement of receipt, as soon as possible and at the latest 20 days before a Triggering Event, of the opening of the subscription period for the Shares resulting from the exercise of the BSA Air Investment Agreement.

Following such notification, if the Investor wants to exercise the BSA Air, the Investor will transmit to the Company, by any written means allowing for an acknowledgement of receipt, a signed Subscription Form, at the latest 7 business days following the receipt of the notification of the Triggering Event (the "**Exercise Period**"), accompanied by payment of the Nominal Value of the Shares subscribed upon exercise of the BSA Air.

It is further specified that:

(i) In the event of a Share Issuance or a Qualified Transfer, the Investor will exercise the BSA Air during the subscription period for the new Shares or, as the case may be, on the date indicated by the Company prior to the completion of the Qualified Transfer; and

(ii) If the Triggering Event is an Exchange Transaction, the BSA Air may be exercised at any time following the filing of the merger or split terms to the registry, until the Longstop Date.

5.2. Absence of a Triggering Event

In the absence of a Triggering Event, and unless the Parties agree otherwise in writing, the Investor will have the right to exercise the BSA Air at the expiration of a period of 24 months from the date of signature of this BSA Air Investment Agreement (the "**Longstop Date**").

If the Investor fails to exercise the BSA Air within 1 month following the Longstop Date, the Investor will lose the right to exercise the BSA Air, which will lapse automatically.

Within a period of 1 month from the Closing Date, the Investor will be able to exercise the BSA Air and to subscribe for N Air Shares, rounded down to the nearest whole number, determined as follows:

$$N \text{ Air} = I \text{ Air} / ((\text{Low Valuation} / \text{FD Shares}) - V_n)$$

With:

- **Low Valuation** = the Low Valuation as defined in Article 1.1;
- **I Air** = Investment Amount as defined in (A) of the preamble;

- **FD Shares** = the number of Shares of the Company on a Fully Diluted basis at the Longstop Date.
- **Vn** = the Nominal Value at the date of exercise of the BSA Air

The Investor must provide a signed exercise form to the Company, with the payment of the Nominal Value of the Shares subscribed upon exercise of the BSA Air, within a period of 1 month from the Longstop Date, it being specified that the date of receipt by the Company of the exercise form will be considered as the date of exercise of the BSA Air. The Shares subscribed for upon exercise of the BSA Air must be fully paid up upon subscription by payment in cash or by offsetting against a fungible, certain, liquid and payable debt against the Company. The funds from the cash payments will be deposited in a special bank account opened in the name of the Company.

5.3. Exercise price of the BSA Air

The exercise price of the BSA Air will be equal to the number of shares to be subscribed upon exercise of the BSA Air multiplied by the Nominal Value (the "**Exercise Price**").

5.4. Lapse of the BSA AIR

If the Investor does not send the duly completed and signed exercise form during the Exercise Period or within a period of 1 month from the Longstop Date, the Investor will be deemed to have automatically waived their subscription right under the BSA Air.

In the event that the Investor has sent the duly completed and signed exercise form to the Company but has not proceeded to the payment of the Nominal Value of the Shares subscribed for in exercise of the BSA Air, the BSA Air will become null and void, upon the expiry of a period of 20 days from the date of delivery of the exercise form (unless this period is extended by the President of the Company).

6. NEW SHARES ISSUED AS A RESULT OF THE EXERCISE OF THE BSA AIR AND SUBSEQUENT RIGHTS GRANTED TO THE INVESTOR

The BSA AIR will give the right to ordinary shares of the Company.

The Parties intend to make essential to the subscription of the BSA Air the condition that the Investor undertakes to adhere to a shareholders agreement or to any contractual undertaking of the Company as it will exist at the date of exercise of the BSA Air, and therefore undertakes to be subject to all the stipulations of the said agreement or contractual undertaking, to benefit from all the rights applicable according to their capacity by virtue of the agreement or contractual undertaking in

question, and to be subject to all the duties resulting from the said agreement or contractual undertaking.

7. RIGHTS ATTACHED TO THE BSA AIR

In accordance with the provisions of article L.228-98 of the French Commercial Code (Code de Commerce), the Company is authorized to modify its form and purpose without having to obtain the authorization of the Investor.

Similarly, subject to the enforcement of the investor rights protection under article L.228-99 of the French Commercial Code (Code de commerce), the Company is authorized, without having to obtain the authorization of the Investor, to:

- (i) modify the rules for the distribution of its profits
- (ii) amortize its capital; and/or
- (iii) create preference shares.

In the event that the Company proceeds with:

- the issuance of new Securities with preferential subscription rights,
- a distribution of reserves in cash or in any kind, or
- a modification of the rules of distribution of profits by creation of preference shares

the rights of the holders of the BSA Air will be reserved by relying on the solutions set out in 1° to 3°, including cumulatively, of article L.228-99 of the French Commercial Code (Code de commerce). The solutions set out in 1° to 3° of article L.228-99 of the French Commercial Code (Code de commerce) will be enforced on the basis of the number of shares to which the holder of BSA Air warrants would have had access if they had been able to exercise, in full, their BSA Air warrants on the date of the completion of the transaction concerned.

In the event of a capital reduction, the number of new shares, to which the exercise of the BSA Air entitles the Investor to subscribe for, will be reduced in consequence as if the holders had exercised their BSA Air warrants at the date of the capital reduction, regardless of whether the reduction is carried out by a decrease in the nominal amount of the Shares or by a decrease in their number.

In the event of a merger by absorption of the Company, the holder of BSA Air warrant will be notified as, and will receive the same information as, if such holder had been a shareholder in order to be able, if wanted, to exercise their preferential right to subscribe for Shares.

In the event of the occurrence of one of the above-mentioned events, the President of the Company will inform the holders of the BSA Air warrants by any means.

8. PARTIES DECLARATIONS

8.1. Declarations common to all Parties

Each of the Parties declare, so far as it is concerned:

(a) for any Party that is a legal entity, it has been duly registered and exists in accordance with the regulations in force and its constitutive documents;

(b) that it has the legal capacity and all the powers and authorisations necessary for the signature and the execution of this BSA Air Investment Agreement and all other contracts, documents or instruments to be executed hereby are validly binding on each Party;

(c) that the execution and enforcement of this BSA Air Investment Agreement has been duly authorized, where applicable, by its authorized bodies and does not and will not result in any breach, termination or modification of any contract or instrument to which it is a party and that this agreement does not conflict with any provision of such contract or instrument; and

(d) for any Party that is a legal entity, that it is not in a state of cessation of payments or subject to a procedure under Book VI of the French Commercial Code (Code de commerce) (including the "mandat ad hoc" or the "surendettement des particuliers" procedure) and that there is no reason at this time for it to be subject to any such procedure;

(e) in accordance with anti-money laundering and anti-terrorist financing regulations:

(i) that the origin of the funds paid for any subscription of Shares pursuant to this BSA Air Investment Agreement is lawful and does not derive from an activity contrary to the applicable legislation and listed in particular in Title VI "Obligations relating to the fight against money laundering, terrorist financing and prohibited lotteries, games and betting" of Book V of the Code Monétaire et Financier, French Monetary and Financial Code;

(ii) that they do not facilitate by any means the false justification of the origin of the assets or income of the perpetrator of a crime or an offense that has procured the

latter a direct or indirect profit, nor have provided assistance to invest, conceal or convert the direct or indirect proceeds of a crime or offense.

8.2. Specific Representations and undertakings of the Founder and of the Company

The Founder and the Company represent that:

- (a) The Company has been duly incorporated and is authorized to carry on its activity;
- (b) The Company is not in cessation of payments;
- (c) Neither the Company, nor the Founder have undertaken to issue securities, giving immediate or deferred access to the capital of the Company, other than the securities currently held by the shareholders, with the exception, where applicable, of the securities of which the Investor has already been informed by any means;

Both the Founder and the Company undertake:

- (d) to communicate to the Investor all documents attesting to the issuance to the BSA Air;
- (e) to carry out all the acts and procedures necessary for the issuance of the BSA Air in benefit of the Investor;
- (f) to inform the Investor of the occurrence of any circumstance that would entitle the Investor to exercise the BSA Air in due time;
- (g) to act generally in a fair and transparent manner towards the Investor;
- (h) to provide the Investor with any information required by the Investor concerning the Company's business and its development;

The Parties agree that the liability that may result from any inaccuracy in the foregoing statements will in no circumstances exceed the Investment Amount.

9. HOLDERS OF BSA AIR WARRANTS

The holders of BSA AIR warrants will be grouped ipso jure, for the defense of their common interests, in a group benefiting from the legal personality. This group will be governed by the provisions of articles L.228-103 et seq. of the French Commercial Code and by all other applicable legal provisions.

The holders of BSA Air warrants will be represented by a representative of the majority who will act as a representative of the BSA AIR holders for the purpose of protecting the rights of the holders of BSA Air warrants and in their communication with the Company.

In case of issuance by the Company of BSA AIR warrants whose holders would benefit from the same rights as the BSA AIR holders, the Company will be able to group those BSA AIR holders with the BSA AIR holders in the same group.

10. EFFECTIVE DATE - DURATION

This BSA Air Investment Agreement will become effective upon signature by the Parties. It will terminate at the earliest of the following dates: (i) upon exercise by the Investor of the BSA Air, or (ii) upon expiry of a period of 1 month from the Longstop Date, or (iii) in case of lapse of the BSA Air under the conditions provided for herein.

11. MISCELLANEOUS PROVISIONS

11.1. AMENDMENT

This BSA Air Investment Agreement may only be amended by a written document duly signed by each of the Parties.

11.2. INAPPLICABILITY OF THE PROVISIONS

If any provision of this BSA Air Investment Agreement will be or become invalid, illegal or unenforceable for any reason, the validity, legality or enforceability of any other provision hereof will not in any way be affected or impaired thereby, unless such other provision forms an integral part thereof or is clearly severable from the invalid or unenforceable provision.

In the event of such invalidity, illegality or unenforceability, the Parties will use their best efforts to agree upon amendments to this BSA Air Investment Agreement in order to give effect, to the greatest extent possible, to their mutual intent as expressed herein.

11.3. FEES

Subject to any provision to the contrary under this BSA Air Investment Agreement, each Party will bear all costs and expenses incurred by it in connection with this BSA Air Investment Agreement and the transactions contemplated hereby, including fees and disbursements of any third party whose services are used by such Party.

11.4. ENTIRE BSA AIR INVESTMENT AGREEMENT

This BSA Air Investment Agreement constitutes the entire and sole agreement of the Parties with respect to the subject matter hereof. Consequently, it replaces and cancels any agreement or exchange that may have taken place between the Parties prior to the date hereof and relating to the same subject.

11.5. ELECTRONIC SIGNATURE

In accordance with the provisions of articles 1366 and 1367 of the French Civil Code (Code Civil), the Parties have agreed to electronically sign this Agreement, each of the Parties agreeing to recognize this electronic signature as having the same value as their handwritten signature.

12. NOTIFICATION

Any information, notification or communication required or that may be sent in execution of the provisions of this BSA Air Investment Agreement will be made in writing, either by registered mail with return receipt or by e-mail with return receipt, to the postal or e-mail address notified by each of the Parties to the other Parties.

Any information, notification or communication will be deemed to have been received: on the date of receipt of the letter or, failing that, of the notice of delivery; or 1 hour after the time of receipt of the acknowledgement of receipt, unless the sender has received an automatic message indicating that the e-mail has not been delivered.

Any change in the address or, more generally, in the appearances of the Parties will be notified by the Party in question to the other Party under the conditions provided for above.

13. APPLICABLE LAW

The validity, interpretation and performance of this BSA Air Investment Agreement will be governed by French law.

Any dispute arising out of or in connection with this BSA Air Investment Agreement will be subject to the exclusive jurisdiction of the competent courts of the Court of Appeal of the Company's registered office.

Date

**Francis Hachem,
The Founder**

.....
The Investor

**Francis Hachem,
on behalf of CodeNekt SAS**