

## COMPETITION REGULATIONS

### *AI Challenge Paris Region 2018*

#### 1. ORGANISERS OF THE COMPETITION

The companies:

- **PARIS REGION VENTURE FUND**, *société par actions simplifiée* (simplified joint stock company) with a capital of 33,400,000 euros, the registered office of which is located at 45, rue Boissière – 75116 Paris, registered with the Trade and Companies Registry of Paris under the number 533 567 566 (the “**PRVF**”); and
- **CEA INVESTISSEMENT**, *société anonyme* (public limited company) with a capital of 72,248,672 euros, the registered office of which is located at 25, rue Leblanc, Immeuble “Le Ponant D” - 75015 Paris, registered with the Trade and Companies Registry of Paris under the number 423 426 899 (“**CEAI**”);

the PRVF and CEAI being hereinafter together referred to as the “**Organisers**”,

are responsible for organising the “*AI Challenge Paris Region 2018*” from April 12th 2018 to October 31st 2018 inclusive (hereinafter the “**Competition**”).

The terms and conditions of the Competition are defined in these regulations (the “**Regulations**”). This Competition is organised by the Organisers in association with the Paris Region. In this respect, it is agreed that the Paris Region shall benefit from certain rights such as provided for in these Regulations.

#### 2. PURPOSE OF THE COMPETITION

This Competition has the ambition of completely transforming the classic approach of competitions by proposing a 3-in-1 approach with an initial selection phase for a unique visibility with regard to key players in the eco-system (entrepreneurial, industry, investment, finance, media partners) but also a veritable growth accelerator through the supporting of projects by experts during a central phase of the Competition, followed by financing of a total amount of one million euros as a prize for the winners.

#### 3. CONDITIONS OF ELIGIBILITY

The Competition is open in priority to European companies:

- (i) having its registered office or main establishment (in terms of the number of employees and assets) located in the Paris Region or planning to establish itself in the Paris Region within a maximum period of 6 months (such establishment plan having to be significant in terms of human resources and means);
- (ii) being autonomous without belonging to a group of companies;
- (iii) having been incorporated less than 5 years ago;
- (iv) not having raised more than 500,000 euros in equity capital, in quasi equity capital or more generally in capital from professional investors, incubators, financing platforms and/or individuals such as business angels and family offices; and

- (v) having an international vocation in the area of artificial intelligence in particular applied to the energy, health, mobility, smart city, defence, industry and/or finance sectors (infrastructure, applications, platforms);

it being specified that the conditions (i) to (v) above are cumulative conditions.

It is in addition specified that the Competition shall not be open (i) to Affiliated Members (as defined in the CB Terms and Conditions set out below as a schedule) of the Organisers, members of the Jury (as defined below), (ii) to companies (and to Affiliated Members of the said companies) in which the Organisers, the members of the Jury and/or their respective Affiliated Members have a participating interest, except for the start-ups formed by the Organisers in which the Organisers hold 15 % at most of the capital and/or voting rights and (iii) to family members of members of the Jury.

## **4. TERMS AND CONDITIONS FOR PARTICIPATING IN THE COMPETITION**

### **4.1 MATURITY OF THE PROJECT**

The Candidate's project shall have to fulfil the following cumulative conditions:

- (i) Necessity of at least having a pilot or prototype of a new product and/or a new operational service for which (i) the Candidate holds the full and entire intellectual and industrial property ownership and/or for which the Candidate is validly authorized (by license or otherwise) to use and operate the intellectual and industrial property rights and for which (ii) the launching on the market with pilot or final B2B, B2C or B2B2C clients can be reasonably envisaged within 12 months following the date of the Competition;
- (ii) Necessity of having a Business Plan in particular setting out the perspectives for the profitability of the new product and/or new service above over a period of less than 5 years;
- (iii) Necessity of having an already constituted team having allowed the realisation of condition (i) above and capable of realising condition (ii) above.

### **4.2 APPLICATION DOCUMENTATION**

The companies wishing to take part in the Competition (the “Candidates”) shall have to register by creating an account on the Competition's web-site at the following address: <http://aichallenge.parisregion.eu> (the “Site”) and lodging an application (accessible once the account has been opened).

All applications shall have to be signed and lodged by electronic means by the Candidate's legal representative on the Site.

The Candidate's application documentation shall at minimum contain:

- (i) the duly completed application form (with all of the mandatory fields filled in) and setting out:
  - (1) its company organisation, its shareholding, the latest accounting position at the end of the financial year and the provisional Business Plan for at least three (3) years. For companies which are not located in the Paris Region, the project for

- the establishment in the Paris Region within a maximum of 6 months;
- (2) its team including a mini-CV of 4/5 lines for the executives;
  - (3) a high definition photo of its team, JPEG or PNG format ;
  - (4) the innovative solution which it is developing, its market, its competition and its business model; and
  - (5) the state of progress of the project: tests, launching on the market, fund raising, commercial agreement, support and partners, distinctions, etc.;
- (ii) optionally, a pitch style video of 1 minute, in which its team presents its project and expresses its motivation for participating in the Competition. The video shall have to promote the project. The video shall be submitted via a URL, it may be private, unlisted or public and hosted on the Candidate's chosen platform.

Each of the Candidates shall be responsible for reviewing the Regulations hereof (which are accessible on the Site) prior to the lodging of its application. In this respect, an application may only be lodged if the Candidate's legal representative (for and on behalf of the Candidate) declares, by ticking the corresponding boxes:

- (i) that it has read and accepts without any reservation the Regulation conditions including the CB Terms and Conditions; and
- (ii) undertakes to provide a photo of the team in compliance with the Regulations and not infringing the rights of any third party, accepting the use and the broadcasting of this photo on the Site during the term of the Competition, and if the Candidate is selected as a Winning Company at the end of the selection, up until June 30<sup>th</sup> 2019.

The lodging of an application by a Candidate shall entail the acceptance without any reservation by the Candidate of these Regulations hereof including the CB Terms and Conditions.

Registrations for the Competition (creation of an account and the lodging of the application documentation) shall be open as from April 12<sup>th</sup> 2018 at 12:00 (French time, CET) up until June 17<sup>th</sup> 2018 at 23:59 (French time, CET). The Organisers however reserve themselves the right of closing registrations to the Competition early in excess of 200 applications.

A Candidate's participation shall be taken into account at the time of having lodged its application, subject to compliance with the terms of these Regulations. At the time of lodging its application, an electronic acknowledgement of receipt notifying its due receipt shall be sent to the Candidate's contact address, which must be notified in its application.

Incomplete applications or applications submitted after the closure date for registrations (including in the event of early closure of registrations) shall not be taken into account.

A Candidate may only present one project and one application.

The Organisers shall not be held liable in the event that one or several Candidates are unable to connect to the Site, owing to any technical error or any problem relating in particular and non exhaustively to a bottleneck in the network, human or electrical error, malicious intervention, a malfunction of the software or the equipment or an event of *force majeure*.

#### **4.3 THE SELECTION CRITERIA**

Applications shall be assessed on the basis of the following selection criteria:

- (i) maturity of the project;
- (ii) innovative break through and differentiating nature of the solution;
- (iii) progress for the community brought by the solution;
- (iv) relevance and soundness of the business model; and
- (v) assessment of the team (vision, complementarity, experiences, competencies...).

These criteria shall be used not only for the selection of the Participants (as defined below) following the lodging of the applications but also for the selection of the three Winning Companies.

#### **4.4 SELECTION PROCEDURE**

##### **4.4.1 Jury**

A jury (the “**Jury**”) shall be in charge of the selection of the Participants (as defined below) and the Winning Companies.

The Jury shall be composed of 15 members, including two (2) representatives for each Organiser respectively, one (1) representative for each Competition sponsor, one (1) member appointed by mutual agreement by the Organisers and 5 Experts (as defined below). The Jury shall be co-presided by a representative of each Organiser.

##### **4.4.2 Assessment of the applications**

The Candidates’ applications shall be assessed by the Jury on the basis of the eligibility and selection criteria set out in articles 3 and 4.3 of the Regulations.

The Jury reserves itself the right not to review a Candidate’s application if it does not fulfil all of the eligibility criteria provided for in article 3 of the Regulations.

If necessary, so as to assess the applications in a more precise manner, the Jury reserves itself the right to ask the Candidates for any precisions or supporting documentation and/or to answer additional questions.

##### **4.4.3 Selection of ten Participants**

The Jury shall select ten (10) Candidates who shall participate in the Competition (the “**Participants**”) on the basis of the applications received and the selection criteria defined in article 4.3 of the Regulations.

#### **5. STAGES OF THE COMPETITION**

At the end of the selection procedure of the Candidates followed by that of the Participants pursuant to article 4.4 of the Regulations, the Competition shall be divided into two phases:

- a phase referred to as a “mentoring” phase;
- a phase for the selection of the Winning Companies.

The Organisers shall be in charge of the smooth running of the Competition.

## **5.1 MENTORING**

A mentoring phase shall commence as from the end of the Participants' selection procedure set out in article 4.4.3 above.

The mentoring programme is intended to support the Participants in the development of their project in the context of the Competition by recognised experts in the fields of entrepreneurship, financing, strategic advice, legal and tax advice, industry of the sponsor associated to the Competition, communication and marketing and/or the artificial intelligence sector (the "**Experts**") chosen by the Organisers.

This procedure in particular offers support to the Participants in view of their final pitch before the Jury.

In the context of this mentoring programme, the following, on an indicative basis, shall take place:

- a half day kick-off meeting, in particular for the preparation of the programme by the Experts and the Participants;
- a preparation phase during which the Participants shall prepare a summary of their business plan, which will be presented to the Jury;
- a half day for plenary sessions for an initial presentation of the projects of the Participants (15 minutes per Participant);
- three one hour individual sessions with a pair of Experts per Participant (during the sessions, the Experts shall work with the Participants on an area of the company project (market, business model, intellectual and industrial property, competitive environment, financing objectives, prerequisites, etc.)), spread out over a period of two months;
- an optional phase for the Participants of interviews in the companies of the Competition sponsors, accompanied by the Experts, over a period of one month, during which two experience reviews shall take place.

The Participants (including each member of the Participants' teams) undertake to be available for the mentoring sessions organised in the context of the Competition.

For the Participants who are unable to physically travel (except for the initial presentation plenary sessions), video conference means shall be set up.

The Organisers reserve themselves the right to modify the programme set out above for information purposes.

## **5.2 SELECTION OF THE WINNING COMPANIES**

At the end of the mentoring phase, each Participant shall present its project to the Jury (in particular with a demonstration of its solution) at the time of the half day plenary sessions (30 minutes per Participant) (the "**Final Pitch**"). The Participants (including each member of the Participants' teams) undertakes to be physically available for the Final Pitch.

The Jury shall deliberate within a period of about 16 days following the Final Pitch, shall appoint three winning parties on a majority vote (the "**Winning Companies**") and shall

allocate a Prize to each of the Winning Companies, it being understood that each member representing the Organisers (i) shall have a right of veto allowing it to oppose the appointment as a Winner Company of a Participant which is incompatible with the strategic choices of the Organiser it is representing and in addition (ii) undertakes to withdraw itself at the time of the appointment of a winner (a) in which the Organiser that it represents directly or indirectly has a participating interest, and/or (b) which is directly or indirectly related to a member of the staff and/or the respective Affiliated Members of the Organiser that it represents. In addition, another member of the Jury representing the Paris Region, appointed by the Organisers, shall have a right of veto allowing it to oppose the appointment of a winner which is incompatible with the strategic choices of the Paris Region.

Only one Prize shall be allocated per Winning Company.

Each member of the Jury shall judge the Final Pitch of each Participant with the selection criteria defined in article 4.3 of the Regulations in mind.

### **5.3 PRIZES**

#### **5.3.1 Nature of the Prizes**

Three prizes (the “**Prizes**”) of a total amount of one million euros shall be allocated to the Winning Companies:

- a first prize of 700,000 euros;
- two second prizes of 150,000 euros each.

The payment of the Prizes to the Winning Companies shall take the form of an investment by the Subscribers (as defined in the CB Terms and Conditions) in the Winning Companies by way of subscription to bonds convertible into shares to be issued by the Winning Companies (the “**CB**”) under the conditions and according to the terms provided for in article 5.3.2 of the Regulations and in the CB Terms and Conditions.

In no circumstances may the Winning Companies obtain the payment in cash of the Prizes other than in the manner set out above and in the CB Terms and Conditions or request their exchange against other goods and/or services.

In addition, the Prizes may not be assigned and may not give rise to their reimbursement for any reason whatsoever other than pursuant to the cases provided for under the CB Terms and Conditions. In the event that a Winning Company does not wish or cannot take possession of its Prize within the time limit provided for this purpose, it shall not have any right to any other compensation.

#### **5.3.2 Issue of the CB**

The terms and conditions of the CB to be issued by the Winning Companies shall be those set out in the document attached as a schedule to the Regulations entitled “*CB Terms and Conditions*” (the “**CB Terms and Conditions**”), which in particular contain the terms and conditions for the conversion and/or reimbursement of the CB. Any amendment and/or adaptation of the CB Terms and Conditions shall necessitate the prior agreement of the Organisers.

The CB shall have to be issued by the Winning Companies within a period of 90 days as from the Closing Ceremony, failing which (for whatever reason, unless this is solely dependent on the will of the Subscribers (as defined in the CB Terms and Conditions)), the Subscribers shall

no longer be obliged to subscribe to the CB, without any indemnity or any other type of indemnity being owed from one side or the other.

Each Participant, in the event that it is selected as a Winning Company, shall:

- procure the adoption by its competent corporate bodies in due course of any decision required for the purposes of (i) approving without reservation the CB Terms and Conditions (such as they may be amended with the agreement of the Organisers), and (ii) issuing the CB in accordance with the CB Terms and Conditions (such as they may be amended with the agreement of the Organisers) within the time period set out above; and
- more generally, undertake to do, in due course, everything necessary for the purposes of issuing the CB in accordance with the CB Terms and Conditions (such as they may be amended with the agreement of the Organisers), and in particular to take (or to ensure that its competent bodies take) in due course, any measure, action, authorisation or decision required pursuant to the applicable laws, its memorandum and articles of association and/or any contractual undertaking to which all or certain of its shareholders are party for the purposes of issuing the CB (in particular convening any meeting and providing any information and/or document required in the context of the CB issue to the competent corporate bodies and, as the case may be, to the statutory auditors and/or to the assets and liabilities verification auditor (*commissaire à la vérification de l'actif et du passif*) in accordance with article L. 228-39 of the French Commercial Code).

#### 5.4 COMPETITION CLOSING CEREMONY

The announcement of the Winning Companies and the allocation of the Prizes shall be carried out at the time of a closing ceremony of the Competition (the “**Closing Ceremony**”) open to the public.

The legal representative and the members of the team of each Participant having participated in the Competition undertake to be available for the Closing Ceremony.

The Closing Ceremony shall be filmed and may be the subject of a broadcasting or re-broadcasting over the Internet, and in particular on social networks.

Each Winning Company shall receive a “*AI Challenge Paris Region 2018*” trophy.

##### Timetable

<b>Key stages</b>	<b>Dates*</b>
Registrations	Open on April 12 <sup>th</sup> 2018 at 12:00 (CET) Closed on June 17 <sup>th</sup> 2018 at 23:59 (CET)
Selection of Participants	From June 18 <sup>th</sup> 2018 to July 3 <sup>rd</sup> 2018
Mentoring	From July 2018 to September 2018
Final Pitch	September 2018
Deliberations and election of the Winning Companies	October 2018
Closing Ceremony	October 2018

<b>Key stages</b>	<b>Dates*</b>
Issue of the CB	By December 2018

*\*indicative dates, subject to amendment*

## **6. VISIBILITY**

Each Participant shall benefit from having a visibility on the Site.

The Organisers may not be held liable for the inaccuracy of the published information originating from the Participants' declarations. All of these projects shall benefit in addition from a visibility owing to the greater public communication campaigns (advertising, internet web site, social networks).

The Participants shall also be invited to the Closing Ceremony and their projects shall be referred to.

The Winning Companies shall in addition benefit from a communication campaign managed by the Organisers at the end of the Closing Ceremony. In this context, the Winning Companies (including each of the members of the team having participated in the Competition) undertake to be available up to [5] days during the [12] months following the Closing Ceremony in order to ensure the promotion of the Competition both externally and internally, pursuant to the Organisers' request.

## **7. INTELLECTUAL PROPERTY**

### **7.1 PROJECTS**

All intellectual and industrial property rights attached to the realisation of the projects presented by a Candidate shall remain under its ownership.

Each Candidate shall certify that it holds the intellectual property rights and failing this that it has all the necessary authorisation regarding all of the intellectual and industrial property rights attached to the project in question. It shall guarantee the Organisers against any claim, of whatsoever origin from any third party regarding any of the intellectual and industrial property rights attached to the presented project as well as their financial consequences for which it declares to be personally responsible.

Each Candidate certifies that it is not subject to any obligation regarding its project and the various creations to which the latter is related, which could limit its participation. In no event may the Organisers be held liable in the event that all or part of a project were to reproduce research or other protected works.

The participation to the Competition may not be interpreted as granting to the Organisers or to the persons mandated by the Organisers (including the Experts) an authorisation or any licence right for the industrial or commercial use of all or part of the intellectual and industrial property rights attached to the project in question. The Organisers shall nonetheless have the right to communicate on the projects as provided for below.

### **7.2 USE OF THE AI CHALLENGE PARIS REGION 2018 (CHALLENGE IA ILE-DE-FRANCE 2018) TRADEMARK AND THE TRADEMARKS OF THE ORGANISERS**

The Participants may integrate a link to the Site in their internet web site and use the "AI Challenge Paris Region 2018" (*Challenge IA Ile-de-France 2018*) trademark in a written and



non-graphic manner.

The graphic use of the “AI Challenge Paris Region 2018” (*Challenge IA Ile-de-France 2018*) trademark shall be mandatorily subject to a written authorisation by the Organisers specifying the terms and conditions and the limitations of the use.

The candidates may communicate on social networks regarding the Competition by using the hashtag: #AIParisRegion.

### **7.3 USE OF THE PARTICIPANTS’ TRADEMARKS**

Each of the Participants authorises, on a free of charge basis, the Organisers and the Paris Region to use the trademark, logo and presentation of its project in the context of its internal and external communications on any media, including the Internet (in particular the Site) and the social networks during the term of the Competition and for a period of 5 years following the end of the Competition.

The Organisers and the Paris Region undertake not to use the trademark, logo and presentation of the projects of the Candidates who have not been retained in the context of the Competition.

### **7.4 AUTHORISATION FOR THE USE OF THE IMAGE OF THE PARTICIPATING TEAM MEMBERS AND THE PRESENTATION OF THE PROJECTS**

Each Participant (including each Participant team member) undertakes to be available during the whole of the term of the Competition in order for the Organisers or any person appointed by it to design communication tools (videos, photos, interviews) regarding the projects.

Each Participant (including each Participant team member) authorises, on a free of charge basis, the Organisers or any person appointed by it, as well as the Paris Region to use the photos and videos transmitted in the context of the Competition (including the application) on any type of media in order to promote its project and/or the Competition.

In addition, each Participant (including each Participant team member) authorises on a free of charge basis the Organisers or any person appointed by it, as well as the Paris Region, to photograph, film, record and use its image, its voice, its comments, as well as the presentation of its project as regards non confidential information in accordance with article 8, on any type of media at the time of reporting, filming and/or interview carried out in the context of the Competition preparation, its promotion and the Closing Ceremony. The Final Pitch may be filmed for subsequent communication purposes, which each Participant expressly authorises.

The shots and interviews thereby realised shall be exclusively used in the context of the internal and external communications of the Organisers and the Paris Region for their promotion or public information purposes.

This authorisation in particular concerns the right to represent or have represented, to reproduce or to have reproduced in all or in part the photographs and films of the Participants, which have been identified as non confidential in accordance with article 8, either by the Organisers, directly or through the intermediary of any third party authorised by the Organisers, in the whole of the world by any means and technical procedures known or unknown as at today’s date, in particular by way of the written press, audiovisual or information technology means, on any media and in any format and to broadcast them both in commercial and non commercial sectors and both publicly and privately in view of the collective and/or domestic reception.

This authorisation also grants the Organisers or any person appointed by it as well as the Paris Region, the right to use, reproduce and broadcast in whole or in part on any media and pursuant to the conditions referred to above the comments on the Competition of the Participant's team members in the context of the internal and external communication of the Organisers and/or the Paris Region.

This use authorisation shall be valid 5 years as from the date of acceptance of these Regulations by the Participant.

## **8. CONFIDENTIALITY**

All of the information provided by the Candidates in their application documentation is confidential and subject to the exclusive use of the Jury. The confidentiality shall be guaranteed by the Organisers.

The Organisers, the persons mandated by the Organisers, and in particular the Experts and the members of the Jury, undertake to treat the information provided by the Candidate (the "**Confidential Information**") as confidential. Such information may not be disclosed without the prior written agreement of the Candidates.

The Organisers shall nonetheless be authorised as regards each Participant, without any consideration of any nature whatsoever:

- to communicate to the press and to publish on the Site the following information: the name of the project and its organisation, the photos of its project and its team, a logo if the Participant has one, a link to the internet web site or a social network of the Participant;
- to make public, with the agreement of the Participant, the main and non confidential characteristics of the project, which it has presented, in particular the project pitch made by the Participant in the context of its application.

## **9. PROCESSING OF PERSONAL DATA**

Personal data of the project holders gathered in the context of the Competition, is necessary for the taking into account of their participation. They shall be processed in accordance with the law of the 6<sup>th</sup> January 1978 as amended, known as the "Loi Informatique et Libertés" (Data Protection Law). Pursuant to the application of articles 38 *et seq.* of this law, all Candidates have a right of access, rectification and deletion of personal data concerning them and may oppose their transfer to third parties by writing to the Organisers at the following address: Ernst & Young Advisory, a French SAS with variable capital registered with the RCS of Nanterre under the number 348 006 446, whose registered office is located at 1/2, Place des Saisons, Paris La Défense 1, 92400 Courbevoie.

## **10. SPECIFIC UNDERTAKINGS OF THE CANDIDATES**

In a general manner, each Candidate (including each member of its team) undertakes not to carry out, in the context of the participation of the Candidate in the Competition, any action of any nature whatsoever such as the broadcasting, publication, making available on line or the circulation of contents, information and/or data of any nature, which is contrary to the law or which would harm the public order, the rights of the Organisers or third party rights.

In particular and without this list being exhaustive, the Candidate (including each member of its team) undertakes to comply with the following rules:

- to communicate accurate information at the time of the registration and during the use of the Site and not to circulate on the Site contents, information or data of any nature which is inconsistent with reality;
- to only create one account at the time of the registration;
- not to use any false identity in the context of the Competition;
- to comply with the laws in force and with the conditions of use of the Site, and in particular not to divert or attempt to divert one of the functionalities of the Site from its normal use or to use the Site (or the Organisers' web-sites) in order to send unrequested (advertising or other) messages;
- to comply with the intellectual and/or industrial property rights relating to the contents broadcast on the Site and the Organisers' web sites as well as the intellectual property rights of third parties;
- not to create, circulate, transmit, communicate or store in any manner whatsoever and for whatever addressee the contents, information and/or data of any nature of a defamatory, injurious, denigrating, obscene, pornographic, violent or encouraging violence, of a political, racist, xenophobic, discriminatory nature and more generally any contents, information or data contrary to public order or acceptable standards of behaviour.

The costs and expenses incurred by the Candidates (including the Participants and the Winning Companies) in the context of the Competition, and as the case may be in the context of the issue of the CB regarding the Winning Companies, shall remain exclusively incumbent upon them. In consequence, the latter undertake not to request their reimbursement from the Organisers (and/or the Paris Region), for any reason whatsoever.

## **11. ACCEPTANCE OF THE REGULATIONS AND ACCESS TO THE REGULATIONS**

The simple fact of submitting a registration to participate in the Competition shall entail the full acceptance without reservation of these Regulations in their entirety, which constitutes an agreement between the Organisers and the Candidates, and a sworn undertaking to guarantee the accuracy and truth of the provided information.

The Organisers reserve themselves the possibility of claiming from the Candidates any supporting documentation regarding the information collected in the application documentation. Any registration, which is incomplete, fraudulent, contrary to the public order and to acceptable standards of behaviour and/or non compliant with these Regulations, and/or which includes inaccurate or untruthful information shall not be taken into account and shall entail the invalidity of the participation. No Participant who has been thereby disqualified may claim a Prize. The Organisers reserve themselves the right to put a Prize, which has been unduly allocated to a Winning Company back into the running. In the event of a disqualification for reasons discovered after the subscription of the CB by the Subscribers, the Organisers may request the repayment of the CB at any time within a period of three months following the issue of the CB.

The Organisers shall not incur any liability of any nature with regard to the Candidates and/or the public owing to any fraud, which may be committed by one or several Candidates.

In the event of a breach of the Regulations by a Candidate (including for the avoidance of doubt a Participant), the Organisers shall reserve themselves the right to dismiss its application by right and/or to decide pursuant to their full discretion the disqualification of the Participant, without the latter being able to claim anything whatsoever.

The Organisers reserve themselves the right to carry out any necessary verifications in this context.

These regulations hereof may be consulted on the Site during the whole of the term of the Competition.

## **12. APPLICABLE LAW AND DISPUTES**

These Regulations shall be exclusively governed by French law. Any dispute shall be subject to the exclusive jurisdiction of the Commercial Court of Paris.

Any contestation or claim by a Candidate shall have to be made in writing to each of the two Organisers (at the addresses indicated on the first page of these Regulations). No claim by a Candidate relating to the Competition may be received following a period of fifteen (15) days as from the Closing Ceremony.

The Organisers reserve themselves the right to amend, delay, extend or purely and simply cancel the Competition without any of the Candidates being able to claim any indemnification in this respect.

In addition, the Organisers' liability may in no circumstances be incurred in the event that the Regulations were to be amended for any reason whatsoever and even without any notice. Any amendment shall be brought to the attention of the Candidates on the Site and the amended Regulations shall be automatically substituted for the former ones.

Any question regarding the application or the interpretation of the Regulations, or any questions, which may arise regarding aspects not covered by the Regulations, shall be decided upon, depending on the nature of the question, by the Organisers, in compliance with the French legislation.

In the event that one or several provisions of the Regulations were to be declared invalid or inapplicable, the other provisions shall remain in force to their full extent.

## **13. GOVERNING LANGUAGE**

These Regulations and the Site are translated from the French language into the English language for information purposes only.

In case of discrepancies or contradictions between the French and English versions, the French version shall prevail.

## Schedule

### CB Terms and Conditions

#### I. Definitions

“Shares”	Means the shares, as the case may be, composite securities, to be issued upon the conversion of the CB of the same category as those issued by the Company and subscribed to by investors (new or existing) in the context of a Fundraising through contribution in cash realised by the Company subsequent to the Issuance Date;
“Affiliated Members”	Means (a) in relation to a legal entity, any other entity who, whether directly or indirectly through one or several intermediaries, Controls or is Controlled by or is subject to the common Control with this entity, it being specified that if such entity is a fund, an Affiliated Member means (i) any other entity (including any fund or other entity) which is directly or indirectly Controlled, under the management or advised by the same entity (the “ <b>Managing Entity</b> ”) (or any Affiliated Members) as the entity in question, it being specified that with regard to CEAI, the term Affiliated Member includes Supernova Invest and the funds managed by the latter or (ii) its Managing Entity or an Affiliated Member of such Managing Entity and (b) in relation to a natural person, his or her spouse, a partner having entered into a civil solidarity pact ( <i>pacte civil de solidarité</i> ), a brother, a sister, an ascendant or descendant or more generally any relative of this person (“ <b>Related Person</b> ”) or any legal entity directly or indirectly Controlled by such person and/or by a Related Person;
“Control” (or “Controller” or “Controlled” or “Controlling”)	Means the control pursuant to the meaning of article L. 233-3 I. and II. of the French Commercial Code;
“Maturity Date”	Has the meaning ascribed to this term in article 3.3;
“Issuance Date”	Means [___];
“Subscription Date”	Has the meaning ascribed to this term at article 2.1;
“Late Interests”	Has the meaning ascribed to this term at article 3.5;
“Business Day”	Means any complete day other than a Saturday, Sunday or public holiday in France;
“Fundraising”	Means any fundraising carried out by the Company through contribution in cash from investors (new or

existing) of an amount (issuance premium included) of at least twice the amount of the received Prize;

- “CB”** Means the [\_\_\_] bonds convertible into new shares of the Company of a total amount of [\_\_\_] euros to be entirely subscribed to by the Subscribers;
- “Shareholders’ Agreement”** Means the Company’s shareholders agreement in force, as amended from time to time;
- “Regulations”** Means the regulations of the Paris Region AI Challenge 2018 (*Paris Région IA Challenge 2018*) competition (the **“Competition”**). Any capitalised term which is not defined herein shall have the meaning ascribed to it in the Competition regulations;
- “Company”** Means the Company [*name of the CB issuing Company*], [simplified joint stock company (*société par actions simplifiée*) /joint-stock company (*société anonyme*)] the registered office of which is located at [\_\_\_], registered with the register of trade and companies of [\_\_\_] under number [\_\_\_];
- “Subscribers”** Means:
- **PARIS REGION VENTURE FUND**, simplified joint stock company (*société par actions simplifiée*) with a capital of 33,400,000 euros, the registered office of which is located at 45, rue Boissière – 75116 Paris, registered at the register of trade and companies of Paris under number 533 567 566 (the **“PRVF”**), and
  - **CEA INVESTISSEMENT**, joint-stock company (*société anonyme*) with a capital of 72,248,672 euros, the registered office of which is located at 25, rue Leblanc, Immeuble « Le Ponant D » - 75015 Paris, registered at the register of trade and companies of Paris under number 423 426 899 (**“CEAI”**),
- and/or (as the case may be) any Affiliated Member of the PRVF and/or CEAI respectively, who may be substituted in whole or in part for the PRVF and/or CEAI for the purpose of subscribing to all or part of the CB;
- “Terms and Conditions”** Means these terms and conditions of the CV, constituting along with the CB subscription forms, the CB issuance agreement pursuant to the meaning of the French Commercial Code;
- “Securities”** Means the shares of the Company, any securities, which are or shall be issued by the Company

(including the CB), giving right, whether immediately or in the future and whether directly or indirectly to a portion of the share capital or the voting rights of the Company, in particular, without such list being exhaustive, by the subscription, conversion, reimbursement, presentation or exercise of a warrant, and any right of allocation, subscription or priority over the Company shares and securities referred above whether related or not to these shares and securities;

**“CB Holders”**

Means the Subscribers and any other CB holder, as the case may be;

**“Transfer”**

Means any transaction entailing the transfer of ownership or the subdivision of ownership (*démembrement de la propriété*) of the Securities held by a party, whether on a fee paying basis or not, of whatever legal nature and for any reason whatsoever, including in particular the sale, disposal, donation, contribution, merger, division, contribution in kind to a company, exchange, public auction or public offering or a combined form of these forms of transfer of ownership relating to the Securities and to the preferential rights of subscription related to the Securities.

**II. Issuance and Subscription of the CB – Conditions Precedent**

**2.1 Issuance and Subscription of the CB**

On the Issuance Date, the Company shall issue CBs for a global amount corresponding to the amount of the Price received in the context of the Competition, the Subscription of which is entirely reserved to the Subscribers, in accordance with the Terms and Conditions.

The subscriptions shall be received at the Company’s registered office as from the Issuance Date and up until the expiry of a period of thirty (30) calendar days as from the Issuance Date, through the remittance of a subscription form to the Company and the paying up of the CB entirety subscription price at the Company’s registered office (the “**Subscription Date**”).

The subscription period will close earlier in the event that all of the CB have been subscribed to and fully paid up.

The CB shall have to be entirely paid up in cash as at the date of their subscription, on the bank account opened by the Company.

The CBs’ ownership shall be recorded on a bonds holder individual account opened in the name of each CB Holder and kept by the Company.

**2.2 Conditions Precedent**

The subscription of the CB by the Subscribers shall be subject to the completion of the following conditions precedent:

- in the event that it is contemplated that the Subscribers to be a party to the Shareholders' Agreement or to any other agreement relating to the Transfer of Securities of the Company: the existence in the Shareholders' Agreement of cases of free transfers in favour of the Subscribers, in force at the time of the subscription of the CB and for so long as the Subscribers shall hold the Securities of the Company, allowing:
  - (i) Subscribers to transfer all or part of its Securities to any Affiliated Member and conversely;
  - (ii) PRVF (unless it is entirely substituted to an Affiliated Member for the subscription of the CB) owing to its European financing and by the Paris Region, to Transfer, without any restriction, all or part of its Securities owing to regulatory constraints or pursuant to a political decision (*i.e.* by a public authority) incumbent upon the PRVF;
- in the event that there is a clause in the articles of association of the Company restricting the transfer of the Securities of the Company (such as any prior approval, pre-emption, etc.): the existence in the articles of association of free transfers set out above.

### **III. Characteristics of the CB**

#### **3.1 Issuance Price**

The CB shall be issued at their nominal value.

#### **3.2 Form and transfer of the CB**

The CB may be transferred without restriction, as from their issuance subject to the provisions of the Shareholders' Agreement.

The transfer of CBs shall be carried out with regard to the Company and third parties through account to account transfer, upon presentation of a transfer form signed by the transferor and recording in the Company's registers.

Any transfer of ownership of the CB shall be subject to the condition that the transferee or the holder has first of all adhered to the Shareholders' Agreement. Such transfer shall by right entail adhesion of the beneficiary of the transfer to all of the rights and obligations related to the CB such as defined in these Terms and Conditions.

#### **3.3 Term of the loan**

The CB shall be issued for a term expiring at the end of a five (5) years period as from the Issuance Date (the "**Maturity Date**").

#### **3.4 Interest**

- (a) Each CB shall bear interest at the annual rate equal to EURIBOR 12 months +0.5 % rate, capitalised on an annual basis upon each anniversary date of the Subscription Date, in accordance with article 1343-2 of the French Civil Code and payable in its totality at the time of conversion or reimbursement (whether in advance or not) of the CB.
- (b) The interest owed in respect of the CB shall be calculated *pro rata temporis* on the basis of a year of three hundred and sixty (360) days, it being specified that (i) the interest shall start to run as from the Subscription Date of the CB, and that (ii) the latest interest period follows the first day following the previous interest period and shall end, as the



case may be on the conversion or reimbursement date (whether in advance or not) of the CB in question.

- (c) Interest shall be paid:
- in the event of reimbursement, in its entirety and at the same time as the principal;
  - in the event of conversion, on the conversion date in accordance with the terms provided for at paragraph V below.

### **3.5 Late interests**

- (a) Any amount payable (including any amount owed in late interest pursuant to the application of this paragraph 3.5 hereof) in respect of a CB and which has not been paid by the Company at its normal due date shall give rise to the payment of late interest (in addition to the interest payable in respect of paragraph 3.4 hereof) at the annual rate of three per cent (3 %) calculated on the basis:

- of the number of days, which have lapsed between the date following the due date and the effective date of payment of the said amount; and
- of a year of three hundred and sixty (360) days (the “**Late Interests**”),

and shall be entirely capitalised in accordance with the provisions of article 1343-2 of the French Civil Code and by way of the incorporation to the principal of the CB in circulation as at the capitalisation date.

- (b) The receipt of Late Interests shall be vested by right in the CB Holders without any prior official notification being necessary and may in no event be interpreted as constituting an agreement with the CB Holders or the bondholders’ group’s representative of CB Holders to any moratorium or constituting any waiver of the CB Holders to the rights, conferred upon them pursuant to the terms hereof.

## **IV. Repayment of the CB**

### **4.1 Repayment on the Maturity Date**

On the Maturity Date, the issued CB shall be subject, in the absence of early repayment or conversion into Shares, of a total repayment in a single instalment, at the nominal value of the CB.

The reimbursement of the principal shall be increased by the amount of capitalised interest and the interest related to the CB on such date, including the Late Interest as the case may be.

### **4.2 Option for early repayment pursuant to Company’s initiative**

By way of exception to article 3.3 (*Term of the loan*), the Company shall have the option to repay as from the date of the 4<sup>th</sup> anniversary of the Issuance Date, all or part of the CB prior to the Maturity Date, subject to notifying each of the CB Holders of the use of this option at least fifteen (15) calendar days prior to the effective repayment date. In such case, the repayment in principal shall be increased by a non conversion premium equal to an annual rate of 7 % calculated *pro rata temporis* (on the annual basis of 365 days), in such manner that the amount of the non conversion premium shall bear the actuarial rate of each reimbursed CB from 3 % to 10 %.

### 4.3 Option for early repayment pursuant to the CB Holders' initiative

- (a) The CB Holders, deciding on a majority of 2/3, also collectively have an option to together request the early repayment in principal of the CB from the Company as increased by the interest incurred related thereto (namely the capitalised interest and the interest incurred in respect of the financial year in progress) in the following cases:
  - (i) in case of early winding up of the Company in accordance with article L. 228-76 of the French Commercial Code;
  - (ii) in the event that the Company were the subject of a bankruptcy procedure (*procédure de sauvegarde, de redressement ou de liquidation judiciaire*);
  - (iii) in the event of a change of control (such as the notion of control is defined at article L. 233-3, I and II of the French Commercial Code);
  - (iv) listing of the securities of the Company to be traded on a regulated market or a multilateral trading system organised in France or abroad; and/or
  - (v) disqualification of the Company for reasons noted after the subscription of the CB by the Subscribers in accordance with article 11 of the Regulations.
- (b) The Company undertakes to immediately notify the occurrence of one of the cases referred to at paragraph (a) above, of which it may be aware to each of the CB Holders and to the CB Holders representative.

The fact of not having recourse to the option of early repayment in the event of the occurrence of one or several of the cases referred to at points (i) to (iv) of paragraph (a) above shall not prevent the CB Holders to rely thereon for each new case, including of the same nature.

The repayment of the CB may only be validly requested by the CB Holders provided that, within thirty (30) calendar days as from the date on which they have been informed of the occurrence of one or several of the events referred to above, they together send to the Company's legal representative, a notification in this respect, which shall have to set out the number of CB for which they are requesting the repayment. In the absence of such a notification, the CB may not be subject to any early repayment.

The repayment shall have to take place within fifteen (15) calendar days following the date of receipt by the Company of the notification sent collectively for this purpose by the CB Holders.

### 4.4 Payment

- (a) The Company shall pay any amount owed pursuant to these Terms and Conditions hereof by way of a transfer to a Euro account opened in the books of a bank, the contact details of which shall have been previously communicated by the CB Holder in question.
- (b) In the event that the payment date is not a Business Day, the payment shall be made on the next Business Day, unless the latter falls within the following calendar month in which case the date shall be fixed on the preceding Business Day.
- (c) Any payment made by the Company pursuant to these Terms and Conditions hereof shall be imputed in the following order: (i) to the Late Interests, (ii) the interest incurred, which has not been paid and (iii) to the principal as increased by the capitalised interest as the case may be.

## **V. Conversion of the CB**

### **5.1 Conversion option**

Each CB Holder shall individually have the option to request the conversion from the Company of all or part of the CB into new Shares in accordance with the terms defined below.

Each CB Holder may notify the Company of its will to convert the CB, which it holds prior to the early repayment or the Maturity Date, of the CB by the Company.

### **5.2 Terms and conditions of conversion of the CB**

- (a) The CB shall give right, through conversion, to the subscription of new Shares in proportion to the amount of the CB subscribed, capitalised interest pursuant to the conditions for company valuation retained for the Fundraising along with a discount of 15 % as follows:

$$N = A / P$$

where:

“A” is equal to the amount in principal and interest owed by the Company to the Bond Holder in question in respect of the CB as at the conversion date; and

“P” is equal to the subscription price of a Company share retained in the context of a Fundraising (including if this relates to preferred shares), minus a 15 % discount;

The conversion of the CB may only give right to the allocation of a whole number of Shares. Where a CB Holder has the right to a number of Shares including a fraction forming a fractional share, such CB Holder shall obtain a whole number of Shares, which is immediately lower than the number including the fractional share, the fractional share being the subject of a payment in cash of an amount equal to the product of such fraction by the value of the Share as at the conversion date.

- (b) Any conversion request may be realised at any time as from the completion of a Fundraising and shall take effect on the date indicated in the conversion request, which shall be accompanied by the corresponding subscription form. Failing the indication of the date in the said request, the conversion shall take effect on the date on which the Company receives the notification of the conversion request along with the subscription form.
- (c) The new Shares issued at the time of the CB conversion shall be subject to all the provisions of the Company’s memorandum and articles of association and shall be created with the right to bear dividends on the date of conversion.
- (d) The new Shares issued at the time of the CB conversion shall be entirely assimilated to the old Shares.
- (e) For all intents and purposes, it is specified that the issue price of the Shares resulting from the CB conversion shall be paid up by offsetting the amount in principal of the CB.

## **VI. Provisions specific to the PRVF**

It is specified that the PRVF is a Company created pursuant to the initiative of the Paris Region Regional Council with the vocation of investing, alongside investor partners in equity or quasi equity for the most part in the form of capital holdings in small and medium sized enterprises, the registered office or an establishment of which is located in the Paris Region and which meets various pre-defined criteria. The PRVF's financing has been ensured by the Paris Region Regional Council and the European Regional Development Fund (the "ERDF"). In this respect, the PRVF is subject to specific regulatory constraints.

The Company accordingly accepts, as an essential and determining condition of the PRVF investment to comply with the obligations resulting from the ERDF's financing, which consists in an obligation to communicate the share transfer register and individual shareholder accounts of the Company as well as the auditing right relating thereto on the one hand and a right to inspect the premises of the Company, on the other hand.

Due to its public and European financing, the PRVF is subject to specific publication obligations, in accordance with the provisions of regulations (EU) n° 1299/2013 and (EU) n° 1301/2013 of the European Parliament and the Council dated the 17<sup>th</sup> December 2013. In this respect, the PRVF is in particular obliged to communicate the investments, which it carries out and shall have to refer to the ERDF's participation in its communications and publications. The Company accordingly undertakes to communicate at all times and upon the request of the PRVF or any authority relating to the ERDF, any information relating to the composition and the holding of the capital and the voting rights of the Company (including all the Securities, which may immediately or in the future grant access to the capital of the Company). Communication may accordingly be requested at any time of the securities transfer register as well as the individual accounts of the Company's shareholders.

In addition, in the event of the conversion of the CB by the PRVF, the Company undertakes to take up the obligations referred to above such as drafted and to ensure that all of the parties to the Shareholders' Agreement undertake to comply with the obligations referred to above. In consequence, the Company undertakes to use its best efforts so that these above undertakings are taken up by all of the parties of the Shareholders' Agreement and are inserted into the Shareholders' Agreement at the time of the conversion of the CB.

## **VII. Bondholders' group, General Meeting and protection of the rights of the CB Holders**

### **7.1 Bondholders' group**

In the event of there being several CB Holders, the latter shall be grouped together, in accordance with the provisions of article L. 228-46, paragraph 1 of the Commercial Code into a bondholders' group benefiting from legal status (*masse des obligataires*).

The bondholders' group's registered office shall be established at the Company's registered office. In the event of the convening of a meeting of the CB Holders, the latter shall meet at the Company's registered office or any other location determined in the convocation.

In the event that subsequent bond issuances were to offer bond holders identical rights to those resulting from this issuance hereof for the CB Holders, all of the bond holders subscribing to a subsequent issuance referred to above and the CB Holders shall be grouped together into a single bondholders' group, in accordance with the provisions of article L. 228-46, paragraph 2 of the French Commercial Code.

## **7.2 Representative of the bondholders' group**

- (a) The bondholders' group's representative shall be appointed at the time of the first meeting of the CB Holders.
- (b) The bondholders' group's representative shall exercise the powers, conferred upon it by law.

In the event of the death, resignation or dismissal of the bondholders' group's representative, a substitute shall be elected by the general meeting of the CB Holders.

Any interested party shall have the right at any time to obtain from the Company's registered office the name and address of the bondholders' group's representative.

- (c) The duties of the bondholders' group's representative shall not be remunerated. The bondholders' group's representative shall however have the right to be reimbursed by the Company for the reasonable expenses, which he or she has incurred for the exercise of his or her mission, upon the presentation of supporting documentation.
- (d) In the event that the CB were to be held by a single CB Holder, natural person or legal entity, the latter shall personally exercise all of the competencies vested to the bondholders' group of the CB Holders and upon the bondholders' group's representative of CB Holders pursuant to the law and pursuant to these terms and conditions hereof.

## **7.3 General Meeting of the CB Holders**

General meetings of the CB Holders shall be convened in order to authorise any amendments to these Terms and Conditions and to rule on any decision relating to the CB conversion conditions determined in these Terms and Conditions.

Upon the convening by the representative of the bondholders' group of the CB Holders, the legal representative of the Company or, in the event of liquidation, the liquidator or liquidators, the CB Holders shall convene at the Company's registered office or any other location referred to in the convening notice. Bond holders participating to the meeting by way of video-conference or by telecommunication means allowing for their identification, such as these means are admitted by law shall be deemed to be present for the calculation of the quorum and the majority. One or several CB Holders, representing at least fifty per cent (50 %) of the CB, may send the Company and to the bondholders' group's representative of the CB Holders a request for a convening of a meeting. The convening of general meetings of the CB Holders shall be made in the same conditions of form and time limits as those of the shareholder meetings of the Company. In addition, the convening notices shall contain the special references provided for by article R. 228-66 of the French Commercial Code.

The general meeting of CB Holders shall only validly deliberate if the CB Holders who are present or represented hold at least, for a first convening, one quarter of the CB in circulation at the time in question and for a second convening, one fifth of the CB in circulation at the time in question.

The decisions of the general meeting of the CB Holders shall be made on a two thirds majority of the votes of the Holders of the CB in circulation, present or represented at the time of the general meeting. Each CB shall give its holder one vote at the general meetings of the CB Holders.

In accordance with the provisions of article L. 228-68 of the French Commercial Code, the meetings may not increase the charges incumbent upon the CB Holders, or establish an unequal treatment between the CB Holders and may not decide the conversion of the CB into shares, subject to the provisions of article L. 228-106 of the French Commercial Code.

#### **7.4 Protection of the rights of the CB Holders**

In accordance with the provisions of article L. 228-98 of the French Commercial Code, the Company may not, without having been authorised therefor pursuant to the conditions provided for by article L. 228-103 of the French Commercial Code, amend its form or its purpose, amend the rules for the distribution of profits, amortise its capital or create preferred shares entailing such a modification or such an amortisation, and subject however to taking the provisions necessary for the protection of the rights of the CB Holders pursuant to the conditions defined at article L. 228-99 of the French Commercial Code.

Nonetheless, in accordance with article L. 228-98 of the French Commercial Code, in the event of share capital decrease prompted by losses (*réduction de capital motivée par des pertes*) and carried out through the decrease of the nominal amount of the shares of the Company or through the decrease in the number of the latter, the rights of the CB Holders shall be decreased in consequence as if they had converted the CB prior to the date when the decrease in capital became definitive. In the event of a share capital decrease not prompted by losses (*réduction de capital non motivée par des pertes*), the Company shall also have to protect the CB Holders by taking one of the measures referred to at points 1 and 2 of article L. 228-99 of the French Commercial Code.

In accordance with article L. 228-99 of the French Commercial Code, the Company shall have to take the measures necessary for the protection of the interests of the CB Holders if it decides to carry out the issuance, in any form whatsoever of new securities with preferential subscription rights reserved to its shareholders, to distribute reserves, in cash or in kind and issuance premiums or to amend the distribution of its profits through the creation of preferred shares.

In accordance with article L. 228-101 of the French Commercial Code, in the event that the Company is absorbed by another Company or merges with one or several companies in order to form a new company or carries out a spin-off, the CB Holders shall exercise their rights in the company or companies benefiting from the contributions.

The number of securities of the absorbing or new company or companies, which the CB Holders may be entitled shall be determined by correcting the number of Shares to which the CB shall give right based on the number of shares to be created by the company or companies benefiting from the contributions. The contributions' auditor shall issue an opinion on the number of securities thereby determined.

The approval of the merger or spin-off project by the shareholders of the company or companies benefiting from the contributions or the new company or companies shall entail the waiver by the shareholders and as the case may be by the holders of investment certificates of these companies, to the preferential right of subscription referred to in article L. 228-35 of the French Commercial Code or in the second paragraph of article L. 228-92 of the same Code, in favour of the holders of securities giving access in a deferred manner to the capital.

The company or companies benefiting from the contribution or the new company or companies shall be substituted as of right to the Company in its obligations towards the CB Holders.

In the event of the implementation of the procedure for the protection of the rights of the CB Holders, the latter shall be informed thereof pursuant to the conditions provided for at article R. 228-92 of the French Commercial Code.

**VIII. Notifications**

Any notification made pursuant to the application hereof shall be sent to the addressee by way of registered letter with acknowledgment of receipt requested or by way of hand delivered letter in return for a receipt.

**IX. Applicable law**

The CB Terms and Conditions shall be governed by French law.

Any dispute resulting from the interpretation or the performance of the Terms and Conditions shall be subject to the jurisdiction of the Commercial Court of Paris.