

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

AUTOMATIKA ROBOTICS

FIXED PERCENTAGE CONVERTIBLE EQUITY AGREEMENT

THIS FIXED PERCENTAGE CONVERTIBLE EQUITY AGREEMENT (the "**Agreement**") is made as of February 22, 2023, by and between **AUTOMATIKA ROBOTICS**, a French private limited liability company incorporated under the form of a *société par actions simplifiée*, with a share capital of EUR 100, with registered office located at 112 Rue d'Alembert - 38000 Grenoble (France), registered with the commercial registry under number 948 447 032 R.C.S. Grenoble (the "**Company**"), and **TECHSTARS PARTNERS 2021 LLC**, a Delaware limited liability company, with registered office at 4845 Pearl East Cir Ste 118, PMB 99696, Boulder, Colorado 80301-6112, United States of America (the "**Purchaser**"). Additional terms and conditions related to this Agreement are set forth in **Exhibit A** and **Exhibit B**, which are incorporated by reference and form an integral part of this Agreement.

Purchaser's percent ownership calculated on a Fully Diluted Basis (as defined in Exhibit A to this Agreement) in the Company: 6% (the "**Purchaser Percentage**")

Total Purchase Price: US\$ 20,000 converted to a euro equivalent at the applicable U.S. Dollar to euro spot rate offered by the Purchaser's bank on the date of payment (with possible banking costs to be borne by the Company) (the "**Techstars Program Award**")

Qualified Financing Threshold: US\$ 250,000 (the "**Qualified Financing Threshold**")

Company bank account: the Company's bank account with BNP Paribas bank, administered under IBAN FR76 3000 4024 7500 0110 4541 408 and BIC BNPAFRPPXXX (the "**Company Bank Account**")

Details of the Company's founders (the "**Founders**", and each a "**Founder**") are set out on **Appendix 1**.

On the date hereof, the Purchaser has purchased one share of the Company for a price equal to US\$ 333.33¹ converted to a euro equivalent at the applicable U.S. Dollar to euro spot rate offered by the Purchaser's bank on the date of payment (with possible banking costs to be borne by the Company), as evidenced by the shareholders' register and individual shareholders' account of the Company, an updated copy of which has been provided to the Purchaser on the date hereof.

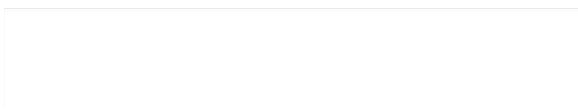
In accordance with Articles 1366 to 1368 of the French Civil Code, the parties to this Agreement agree that each of them can duly execute this Agreement electronically, including by appending an electronic signature generated through DocuSign's electronic signature service or any similar service complying with the U.S. Federal ESIGN Act of 2000 and the eIDAS Regulation (*Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market*), and acknowledge that such electronic signature carries the same legal value as their handwritten signatures. Considering the signature process through the DocuSign platform, the parties to this Agreement hereby agree and acknowledge that this Agreement is binding between them on the date first written above, and consider the aforementioned

¹ Purchase price for one share to be based on the valuation of € 20,000 for 6% of the share capital.

date as signature date of this Agreement on which they fully agree to sign it and to become legally bound thereby, notwithstanding the fact that certain parties effectively may electronically sign this Agreement at a later date.

(Signature page to follow)

AUTOMATIK.A



(Signature page Fixed Percentage Convertible Equity Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Techstars Partners 2021 LLC

By: Techstars Investments Management LLC, its manager

By: _____

DocuSigned by:

Jason Seats

425E2F0F29D84D7...

Name: Jason Seats

Title: Chief Investment Officer

Address: 4845 Pearl East Cir Ste 118
PMB 99696
Boulder, Colorado 80301-6112
United States of America

Email: legal@techstars.com

AUTOMATIKA ROBOTICS

By: _____

DocuSigned by:

Maria Kabtoul

557A5A5848E0439...

Name:

Title:

Address: 112 Rue d'Alembert, 38000
Grenoble

Email: kabtoul.maria@gmail.com

EXHIBIT A**TERMS AND AGREEMENTS**

These terms and agreements comprise a part of, and are incorporated by reference into, the Fixed Percentage Convertible Equity Agreement (the “**Agreement**”) to which they are attached as Exhibit A. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the cover page to this Agreement.

1. Definitions.

(a) “**Affiliate**” means any Person who directly or indirectly, controls, is controlled by, or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners, managers, or managing members of, or shares the same management company with, the Purchaser.

(b) “**Board**” means the board of directors of the Company if applicable.

(c) “**Business Day**” means a day other than a Saturday or Sunday on which banks are open for business in Paris, France, and in Boulder, Colorado, United States of America.

(d) “**Change of Control**” means (i) any acquisition, reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

(e) “**Closing**” means the issuance of the Shares to the Purchaser pursuant to Section 2(a) hereto.

(f) “**Demand Notice**” means a notice from the Purchaser delivered to the Company any time after the execution and delivery of this Agreement requesting that the Shares be immediately issued to the Purchaser accordance with Section 2(a).

(g) “**Dissolution Event**” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

(h) “**Fully Diluted Basis**” means (i) the total number of shares in the capital of the Company, including the Shares issued under this Agreement, plus (ii) the total number of shares in the capital of the Company issuable, directly or indirectly, upon the exercise or conversion, as applicable, of all outstanding options, warrants, phantom shares, share appreciation rights, and other rights to acquire shares of the Company plus (iii) the total number of shares in the capital of the Company (calculated on an as-converted to shares basis) reserved and available for future grant under any equity incentive or similar plan of the Company, including any equity incentive or similar plan to be created or increased in connection with the Qualified Financing (as defined below) on a pre-money basis, but excluding (iv), any convertible promissory notes or any other convertible instruments issued or entered into for capital raising purposes (e.g., Simple Agreements for Future Equity), in each case whether currently outstanding or issued or entered into hereafter. For the avoidance of doubt, the Shares issued or issuable hereunder shall be included in the total number of outstanding shares of the Company on a Fully Diluted Basis.

(i) “**General Meeting**” means the general meeting of shareholders (*assemblée générale*) of the Company (the “**General Meeting**”).

(j) “**Initial Public Offering**” means the closing of the Company’s first initial public offering of Ordinary Shares (as defined below) on a public stock exchange.

(k) “**Liquidity Event**” means a Change of Control or an Initial Public Offering.

(l) “**Network**” means a trustless infrastructure protocol that will be developed and deployed by, or on behalf of, the Company or Nominated Entity (as defined below).

(m) “**Network Launch**” means the date on which the Tokens (as defined below) are available for transfer for use on the Network for their intended purpose.

(n) “**Nominated Entity**” means one or more Persons that may be nominated by the Company to operate or lead a Network Launch.

(o) “**Ordinary Shares**” means the ordinary shares (*actions ordinaires*) of the Company.

(p) “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(q) “**Preferred Shares**” means the equity shares of the Company designated as Preferred Shares (*actions de préférence*) or such class of shares as are issued to third-party investors at the Qualified Financing.

(r) “**Qualified Financing**” means a bona fide arms-length equity financing for the principal purpose of raising capital, pursuant to which the Company issues and sells shares in the capital of the Company to investors that are not related to the Founders, at a fixed pre-money valuation resulting in gross proceeds to the Company of at least the Qualified Financing Threshold (excluding the shares issued under this Agreement or other convertible instruments issued or entered into for capital raising purposes (e.g. Convertible Notes or convertible loans, Simple Agreements for Future Equity, or Simple Agreements for Future Tokens)). A Qualified Financing must be a single transaction but may be executed in multiple closings as authorized by the Company’s shareholders or the Board as the case may be, provided that the type of security and the price paid per share is consistent across the closings.

(s) “**Shares**” means the Ordinary Shares (to be) issued to the Purchaser pursuant to this Agreement.

(t) “**Token**” means any network cryptocurrency, decentralized application tokens or digital assets, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens, or similar digital assets.

(u) “**Token Percentage**” means 6% of the Token Reservation (as defined below). For example, if the number of Tokens resulting from a Network Launch is 20,000,000, and the Token Reservation is or will be 10% of those Tokens, then the Purchaser will be issued 6% of the Tokens held by or reserved to the Token Reservation, or 120,000 Tokens.

(v) “**Token Reservation**” means the Tokens, with identical rights and restrictions, as those allocated or reserved for the Company, the Founders, the security holders, directors, officers, employees, consultants, and advisors of the Company, and any equity incentive or similar plan of the Company adopted on or after a Network Launch.

2. Issuance of Ordinary Shares; Dividend Rights.

(a) **Ordinary Shares.** As of immediately prior to the earliest to occur of (i) a Qualified Financing, (ii) a Liquidity Event, (iii) a Dissolution Event, or (iv) fifteen (15) Business Days after the receipt of a Demand Notice, the Company shall issue to the Purchaser a number of duly authorized, validly issued, fully paid, nonassessable Ordinary Shares (with any fractional share being rounded up to the nearest whole number) equal to the Purchaser Percentage calculated on a Fully Diluted Basis. An example of calculation is set forth in Schedule 1. The Company shall, and shall procure that each of the Company's shareholders shall, execute and deliver any document and take all such action as is necessary to issue the Shares pursuant to the terms of this Agreement.

(b) **Subscription Price.** The subscription price for the Shares equals the amount of the Techstars Program Award paid in accordance with Section 2(d) below (the "**Subscription Price**"). The Shares shall be paid up by the Purchaser's obligation to pay the Subscription Price being set-off with the Company's repayment obligations in relation to the Techstars Program Award as set out in Section 2(e).

(c) **Shareholders' register.** The Company shall procure that the issuance of Shares to the Purchaser shall be properly recorded in its shareholders' register and individual shareholders' account as per the provisions of Article R. 228-8 of the French commercial code.

(d) **Payment of Techstars Program Award.** Within five (5) Business Days following the execution of this Agreement, the Purchaser shall pay the Techstars Program Award into the Company Bank Account.

(e) **Treatment of Techstars Program Award prior to Closing.** In the period up to Closing and the issuance of the Shares, the Techstars Program Award paid by the Purchaser to the Company constitutes a shareholder's non-interest-bearing loan (the "**Loan**"). The Loan shall be due and payable on Closing and may not be prepaid without the Purchaser's prior written consent.

(f) **Dividends.** If and when a dividend or other distribution is declared prior to the issuance of the Shares, the Purchaser shall be entitled to interest on the Techstars Program Award that equals the Purchaser Percentage of the total amount of cash dividend or other cash distribution declared, which interest shall be paid to the Purchaser simultaneously with the payment of the dividend and/or other distribution.

3. Digital Assets.

(a) **Network Launch.** If the Company or a Nominated Entity proposes to do a Network Launch, it shall give the Purchaser not less than three months' written notice of its intentions via electronic mail to the email address provided on the signature page hereto, describing the Tokens and the terms and conditions upon which the Company or Nominated Entity proposes to do the Network Launch. Upon the occurrence of a Network Launch, the Purchaser will have the right (but not the obligation) to receive the Token Percentage from the Company or the Nominated Entity, or to receive a return of its Total Purchase Price.

(b) **Lock-Up Period.** In the event the Purchaser elects to exercise its right to receive its Token Percentage pursuant to Section 3(a), during the 18 months immediately following the Network Launch (or such shorter period as the Founders are bound) the Company or the Nominated Entity will retain programmatic control of any of the Purchaser's Token Percentage obtained pursuant to Section 3(a) (the "**Lock-up Period**"). For the duration of the Lock-up Period, the Company or the Nominated Entity will exercise the standard of care over its custody of the Purchaser's Token Percentage that it exercises over the Company's own assets, including any of its Tokens. After the conclusion of the Lock-up Period, in connection with the Network Launch contemplated by Section 3(a), the Purchaser will provide to the Company or to the Nominated Entity, as applicable, a network address and other

information necessary to facilitate the transfer of the Purchaser's Token Percentage from the Company or the Nominated Entity to the Purchaser and any and all other commercially reasonable requested documents, or request that the Company or the Nominated Entity continue to hold such Token Percentage on behalf of the Purchaser under a mutually agreed form of custody agreement until the Purchaser notifies the Company or the Nominated Entity otherwise.

(c) **Risk of Loss.** The Company will bear all risk of loss or damage to the Tokens until the Company's delivery of the Tokens to the network address contemplated by Section 3(b), provided, however, if Purchaser fails to receive any of the Tokens at such network address because Purchaser provided the Company with a network address that is non-existent or does not belong to the Purchaser then the Tokens shall nevertheless be deemed to have been delivered by the Company to the Purchaser.

(d) **Terms and Conditions.** The issuance of Tokens pursuant to Section 3(a) shall be upon and subject to the same terms and conditions applicable to Tokens sold in connection with the Network Launch. At the option of the Purchaser, the Purchaser will receive all of the benefits afforded to other purchasers acquiring the same number of Tokens in a Network Launch.

(e) **Survival.** This Section 3 of the Agreement shall survive the execution and delivery of this Agreement and the Closing.

4. Restrictive Legends. To the extent the Company is subject to the Securities Act, all certificates representing the Shares shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) Any legend required by applicable securities and "blue sky" laws and regulations or the Articles.

5. Company Representations. Except as set forth on the schedule of exceptions attached hereto as **Annex 1**, the Company hereby represents and warrants to the Purchaser as of the date hereof and shall confirm the same to the Purchaser on Closing, as follows:

(a) **Organization, Good Standing and Qualification.** The Company is a private company with limited liability (*société par actions simplifiée*) duly organized, validly existing and in good standing under the laws of France. The Company has not been declared bankrupt, has not been granted suspension of payments and is not insolvent or unable to pay its debts within the meaning of any laws relating to insolvency applicable to it. The Company is not made subject to any insolvency proceedings, bankruptcy and moratorium proceedings or any analogous proceedings in any jurisdiction. The Company is not involved in negotiations with any one or more of its creditors nor has taken any other step with a view to readjustment or rescheduling of all or part of its debts. The Company has all requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and as proposed to be conducted, to execute and deliver this Agreement, and to carry out the provisions of this Agreement and the Articles. The Company is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) **Valid Issuance of Shares.** The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of all restrictions on transfer other than restrictions on transfer under applicable laws and under the Articles. Assuming the accuracy of the representations of the Purchaser in Section 6 of this Agreement, the Shares will be issued in compliance with all applicable laws.

(c) **Capitalization; Voting Rights.**

(i) Exhibit B constitutes a correct and complete list of all ownership interests of the Company and rights to acquire ownership interests as of the date hereof. Other than as set forth on Exhibit B and except as may be granted pursuant to this Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights, anti-dilution protection and rights of first refusal), proxy or shareholder agreements, or agreements of any kind for the purchase or acquisition from the Company of any of its securities. The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth on Exhibit B.

(ii) All issued and outstanding shares in the capital of the Company (a) have been duly authorized and validly issued to the persons listed on Exhibit B hereto and are fully paid and nonassessable and (b) were issued in compliance with all applicable laws.

(iii) The rights, preferences, privileges and restrictions of the Shares are as stated in the Articles. Each outstanding series and class of preferred shares, if applicable, is convertible into ordinary shares on a one-for-one basis as of the date hereof and the consummation of the transactions contemplated hereunder will not result in any anti-dilution adjustment or other similar adjustment to the outstanding preferred shares, if applicable. When issued in compliance with the provisions of this Agreement and the Articles, the Shares will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances other than (i) liens and encumbrances created by or imposed upon the Purchaser and (ii) any restriction on transfer or right of first refusal set forth in the Articles; provided, however, that the Shares may be subject to restrictions on transfer under applicable (securities) laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. The issuance or sale of the Shares is not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

(d) **Authorization; Binding Obligations.** Save for the corporate action and decision making regarding the issuance of the Shares to be taken by the Company's shareholders pursuant to their undertakings set out in the Investment Letter Agreement, all corporate action on the part of the Company, its officers, directors, the Board, the shareholders and all other competent corporate bodies and shareholders necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder and the authorization, sale, issuance and delivery of the Shares and of any Tokens pursuant hereto has been (or in relation to the issuance and delivery of any Tokens will be) taken to effect the terms of this Agreement. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the Company, enforceable in accordance with its terms.

(e) **Subsidiaries.** A complete and accurate list of each of the Company's subsidiaries, if any, has been provided to the Purchaser and is included in **Annex 1**. Each Company subsidiary is duly organized, validly existing, in good standing under the laws of its jurisdiction of organization and wholly-owned by the Company. The Company is not a participant in any joint venture, partnership, or similar arrangement.

(f) **Foreign Corrupt Practices Act; Prohibited Investment; and Anti-Money Laundering Laws.** Neither the Company nor, to the Company's knowledge, any of the Company's directors, officers, employees or agents have, directly or indirectly, offered to pay, paid, promised to pay, or authorized the payment of money or anything of value to a foreign official in order to influence any act or decision of a foreign official in his or her official capacity or to secure any other improper

advantage in order to obtain or retain business, in a manner likely to be deemed a violation of the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “*FCPA*”) and any other applicable anti-bribery or anti-corruption law or regulation enacted in any jurisdiction. Neither the Company nor, to the Company’s knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law. To its knowledge, the Company is not a party to any agreement, understanding, instrument, contract or proposed transaction with any Person that is (i) on the U.S. Department of Treasury Office of Foreign Assets Control’s (“*OFAC*”) Specially Designated Nationals (“*SDN*”) List or the EU Financial Sanctions List or (ii) owned or controlled by, or acting on behalf of, a Person that is on OFAC’s SDN List or the EU Financial Sanctions List or otherwise the target of economic sanctions administered by OFAC or the European Union, or organized in a foreign jurisdiction against which the relevant governmental authority maintains a trade embargo, economic sanction or other similar prohibition pursuant to which dealing with such Person is prohibited, in each case, to the extent prohibited by applicable law. The Company is and will remain in compliance with all applicable anti-money laundering and counter-terrorism statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency (collectively, “*Anti-Money Laundering Laws*”), and no action, suit, proceeding, investigation or enforcement by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Anti-Money Laundering Laws is pending, or to the Company’s knowledge, threatened.

(g) **Governmental Consents.** All consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority required on the part of the Company in connection with the entry into this Agreement have been obtained.

(h) **Compliance with Laws.** The Company is not in violation of any applicable law, statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation of which would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

(i) **Compliance with Other Instruments.** The Company is not in violation or default of any term of its Articles or bylaws, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not individually or in the aggregate have a material adverse effect on the Company. The execution, delivery and performance of this Agreement will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and/or giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. Without limiting the foregoing, the Company has obtained all waivers necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Company to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Company to offer or issue any securities of the Company as a result of the consummation of the transactions contemplated hereunder.

(j) **Liabilities.** The Company has no material liabilities and, to the best of its knowledge, no material contingent liabilities that have not been disclosed to the Purchaser, except current liabilities incurred in the ordinary course of business which have not been, either in any individual case or in the aggregate, materially adverse.

(k) **No “Bad Actor” Disqualification.** The Company has exercised reasonable care to determine whether any Company Covered Person (as defined below) is subject to any of the “bad actor” disqualifications described in Securities Act Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3) (each a “*Disqualification Event*”). To the Company’s knowledge, no Company Covered Person is subject to a Disqualification Event. The Company has complied, to the extent required, with any disclosure obligations under Securities Act Rule 506(e). For purposes of this Agreement, a “*Company Covered Person*” is a person specified in Securities Act Rule 506(d)(1); provided, however, that Company Covered Persons do not include (a) the Purchaser, or (b) any Person that is deemed to be an affiliated issuer of the Company solely as a result of the relationship between the Company and the Purchaser.

(l) **Offering.** Assuming the accuracy of the representations and warranties of the Purchaser contained in Section 6 below, the offer, issue, and sale of Shares and of the Tokens are and will be exempt from the registration and prospectus delivery requirements of the Securities Act and the EU Prospectus Regulation (*Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market*), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable (state) securities laws.

(m) **Use of Proceeds.** The Company shall use the Techstars Program Award solely for the operations of its business, and not for any personal, family or household purpose.

(n) **Intellectual Property.** Neither the Company, nor any of the Founders has received any communications alleging that the Company has violated or, by conducting its business as presently proposed, would violate any of the patents, trademarks, trade secrets or other proprietary rights of any other Person. The Company owns or possesses, or believes it can acquire on reasonable commercial terms, sufficient legal rights to any intellectual property including patents, trademarks, licenses, information and other proprietary rights necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. Each Founder and all other employees of the Company have executed a Confidential Information and Invention Assignment Agreement or similar agreement (“*CIIA*”) in substantially the form provided by the Company to the Purchaser and each Founder has executed the IP Confirmation Statement attached hereto as **Annex 2**. No Founder or Company employee has excluded works or inventions from its assignment of inventions that are necessary for the Company to carry on its business as now conducted and as presently proposed to be conducted. To the knowledge of the Company, no Founder or other Company employee is in violation of such CIIA or any prior employment contract or other agreement with any other corporation or third party.

(o) **Litigation.** There is no legal suit, proceeding or any other investigation pending or, to the knowledge of the Company, currently threatened against the Company.

(p) **Full Disclosure.** To the Company’s knowledge, there are no facts which (individually or in the aggregate) materially adversely affect the business, assets, liabilities, financial condition, prospects or operations of the Company that have not been disclosed in writing to the Purchaser in **Annex 1**.

6. Purchaser Representations. In connection with the execution of this Agreement, the Purchaser hereby represents to the Company the following as at the date hereof:

(a) **Requisite Power and Authority.** The Purchaser has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on the Purchaser’s part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization,

moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) **Investment Representations.** To the extent the issuance of Shares is subject to the Securities Act, the Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Purchaser's investment intent as expressed herein. The Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon the Purchaser's representations contained in this Agreement. The Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser is acquiring the Shares for the Purchaser's own account for investment only, and not with a view towards their distribution. The Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act. **The Purchaser hereby further acknowledges that the Purchaser may be required to hold the Shares purchased hereunder indefinitely. During the period of time during which the Purchaser holds the Shares, the value of the Shares may increase or decrease, and any risk associated with such Shares and such fluctuation in value shall be borne by the Purchaser.**

7. **Market Stand-Off Agreement.** In the event that the Company pursues an Initial Public Offering in the United States, the Purchaser hereby agrees that it shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Shares (or other securities) of the Company held by the Purchaser (the "**Restricted Securities**"), during the 180-day period following the effective date of the Company's Initial Public Offering pursuant to a registration statement filed under the Securities Act (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241). The Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriters which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Purchaser's Restricted Securities until the end of such period. The underwriters of the Company's shares are intended third party beneficiaries of this Section 7 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. **Miscellaneous.**

(a) **Expenses.** The Company and the Purchaser shall each bear its respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Agreement and the transactions contemplated herein. The Company shall bear all costs and expenses related to the issuance of Shares pursuant to this Agreement.

(b) **Notices and Language.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed email to the address provided in the signature pages hereto, if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next Business Day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) calendar days advance written notice to the other party hereto. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to or in connection with

this Agreement or pursuant to statutory law, in particular any invitations to General Meetings or any other documents in connection with any procedure for an adoption of shareholders' resolutions as well as any agreement to which the Purchaser shall be a party or to the conclusion of which the consent of the Purchaser is required or requested by the Company, shall be in English language or, if in any other language, accompanied by an English translation. The Company shall bear the costs of such translation.

(c) **Participation in Program.** This Agreement shall not be deemed to create any obligation on the part of the Purchaser to continue the Company's participation in the Techstars accelerator program to which the Company has been selected (the "**Techstars Program**"). The Purchaser may, in its discretion, terminate the participation of the Company in the Techstars Program at any time prior to the end of such program. In the event that the Purchaser so elects to terminate the Company's participation in the Techstars Program, the Company shall return all amounts paid to Company by the Purchaser, and the parties shall execute and deliver any documents and take all actions required to cancel any rights to Shares granted to the Purchaser or to transfer to the Company any Shares issued to the Purchaser in accordance with this Agreement.

(d) **Successors and Assigns.** Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's or any other party's consent by the Purchaser to an Affiliate. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

(e) **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of France. The parties hereto agree that any dispute that may arise between them concerning the validity, interpretation, performance or, more generally, this Agreement shall be subject, in the first instance, to the exclusive jurisdiction of the Commercial Court of Paris, and, on appeal, to the jurisdiction of the Court of Appeal of Paris, including for the request of preliminary injunction. The parties hereto agree that they will request at the first orientation hearing, the referral of the case to the International Commercial Chamber of the Commercial Court of Paris, and, on appeal, to the International Chamber of the Court of Appeal of Paris. The language of the proceeding will be English.

(f) **Attorneys' Fees.** In the event that any suit or action is instituted under or in relation to this Agreement or its attachments, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(g) **Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

(h) **Entire Agreement; Amendment; Waiver.** This Agreement, together with the Investment Letter Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein. This Agreement may not be amended, modified or revoked, in whole or in part, except by a written document executed by the Company and the Purchaser expressly referencing the change to this Agreement. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by or on behalf of the party entitled to make such waiver.

(i) **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then the parties shall use reasonable efforts to agree a replacement provision that is legal, valid and enforceable to achieve so far as possible the intended effect of the illegal, invalid or unenforceable provision. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

(j) **Termination.** The parties acknowledge and agree that this Agreement shall only terminate (i) in the event that the Purchaser and its Affiliates cease to hold any shares or rights to subscribe or otherwise acquire shares in the Company, including through conversion, under this Agreement or otherwise, or (ii) pursuant to a written document executed by the Purchaser and the Company expressly referencing the termination of this Agreement. No party has any right to unilaterally terminate this Agreement and each of the parties waives its right (if any) to unilaterally annul, rescind, dissolve, withdraw from, cancel or terminate this Agreement, either in whole or in part, in any circumstances other than as expressly set forth herein.

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EXHIBIT B**CAPITALIZATION TABLE**

Shareholder	# Shares	Total %
Maria KABTOUL	500	50,00%
Abdullah Haroon RASHEED	500	50,00%
Total	1 000	100,00%

Dilutive Instruments (as defined in the Investment Letter Agreement):

- The Company issued on February 10, 2023, 53 BSA (warrants). Each BSA gives the right to subscribe to 1 ordinary shares of the Company (ie. a total of 53 ordinary shares).

SCHEDULE 1**EXAMPLE CALCULATION**

Example of calculation of the Ordinary Shares equal to the Purchaser Percentage of the Fully Diluted Capital of the Company to be issued by the Company to the Purchaser assuming that at the time of the said issuance:

- (i) the share capital of the Company is held by the Founders and the Purchaser,
- (ii) new Convertible bonds have been issued by the Company giving right to a maximum of 50 shares, and
- (iii) an new employee incentive plan has been issued by the Company for a maximum amount of 100 shares.

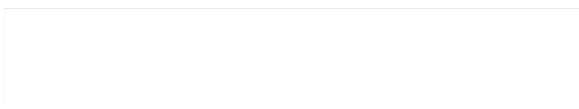
Holders of shares or warrants	Today (post-transfer to Techstars)		Post-conversion (before the exercise of the Bonds)		Post-conversion (after the exercise of the Bonds)	
	Ordinary Shares (NFD)	% NFD	Ordinary Shares (FD)	% FD	Ordinary Shares (FD)	% FD
Maria KABTOUL	499	49,90%	499	42,68%	499	40,93%
Abdullah Haroon RASHEED	500	50,00%	500	42,76%	500	41,01%
Techstars	1	0,10%	70	6,01%	70	5,76%
Convertible Bonds	-	-	-	-	50	4,10%
Incentive plan	-	-	100	8,55%	100	8,20%
Total	1 000	100,00%	1 169	100,00%	1 219	100,00%

ANNEX 1

SCHEDULE OF EXCEPTIONS

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AUTOMATIKA



ANNEX 2 - A

IP CONFIRMATION STATEMENT

To:

AUTOMATIKA ROBOTICS
112 Rue d'Alembert
38000 Grenoble
France

Techstars Partners 2021 LLC
4845 Pearl East Cir Ste 118
PMB 99696
Boulder, Colorado 80301-6112
United States of America

February 22, 2023

IP Confirmation Statement to the Fixed Percentage Convertible Equity Agreement between AUTOMATIKA ROBOTICS and Techstars Partners 2021 LLC (the "Agreement")

Defined terms used in this IP Confirmation Statement have the meaning given thereto in the Agreement

The undersigned, Maria KABTOUL (the "**Founder**"), has received, reviewed and signed the Agreement and confirms and agrees with the Company and the Purchaser as follows.

1. **Definitions**

For the purpose of the present Agreement, the following terms, when capitalized, shall have the meanings set out below, whether used in the singular or plural:

"Patents" means patents and patent applications and the right of priority thereto, including but not limited to all divisional applications, reexaminations, reissues, renewals, extensions, provisional applications, existing or future priority applications, continuations, continuations-in-part, supplementary protection certificates and equivalent or similar rights anywhere in the world in inventions and discoveries claiming all or part of the priority of such patents and patent applications.

"Creation" means any creation including without being limited to original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code (including object code and source code), preparatory works, sketches, patterns and related prototypes, logos, studies, analyses, reports, databases, graphic charts, tree views, computer graphics, webpages, photographs, trainings, commercial and technical presentations, ideas, trademarks, software, databases or trade secrets, as well as the rights thereto, conceived, made, discovered, drafted, invented, developed or implemented by the Founder, alone or with others, in the context of the missions carried out for the Company or related to the activity of the Company, whether such conception took place before or after the creation of the Company, as well as any future creation developed by the Founder

after the signature of the present agreement and until the end of his/her mandate in the Company.

“Copyright” means all copyrights (whether registered or not).

“Invention” means any invention, whether patentable or not patentable, whether protected by know-how or not, and any rights thereto, conceived, made, discovered, written, invented, developed or implemented by the Founder, alone or with others, in the context of the missions carried out for the Company or related to the Company's activity, whether such conception took place before or after the creation of the Company, as well as any future invention developed by the Founder after the signature of the present agreement and until the end of his/her mandate in the Company.

“Intellectual Property Rights” means (i) Patents; (ii) Copyright; (iii) designs, (iv) trademarks and other distinctive signs (whether registered or not), including domain names and all applications for registration of trade marks or other distinctive signs, (v) know-how, (vi) software and all computer programs (including object code and source code), whether embedded in firmware, software or otherwise, as well as the related documentation (vii) database rights, including *sui generis* rights, and (viii) any other intellectual and industrial property rights, as well as any other rights of a similar or corresponding nature throughout the world, whether or not they are registered or capable of being registered, including all applications for registration, renewal, re-issue or extension of any of the above rights.

“Know-How” means all know-how, inventions, discoveries, ideas, processes, formulae, methods, designs, models, trade secrets and confidential information, in whatever form (including paper, electronically stored data, magnetic media, film and microfilm), whether patentable or not patentable, including technical information, drawings, test results or reports, test methods and instruction and training manuals.

2. The Founder hereby confirms that all of the Founder's Intellectual Property Rights in the Creations and Inventions existing on the date of signature of the present agreement have been transferred to the Company on the date of their creation under the terms and conditions set forth hereafter.

The present agreement also provides for the vesting in the Company of the Founder's Intellectual Property Rights in the Creations and Inventions created, conceived or developed after the signing of the present agreement and until the end of his/her mandate in the Company.

3. The Founder hereby assigns and transfers to the Company the Intellectual Property Rights to the Creations and Inventions on an exclusive basis, for the entire world, for the entire legal term of protection of these rights, for all applications and uses, without any exception or reservation.

The Founder also assigns and transfers to the Company any priority rights that may be attached to the Creations and the Inventions as well as the Intellectual Property Rights relating thereto, which cover in particular any rights to file applications for Patents or other Intellectual Property Rights in relation to the Creations and the Inventions.

The Founder assigns to the Company the Copyright in the Creations, on a royalty-free, exclusive, worldwide basis, for the maximal duration of protection of intellectual property rights, and shall comprise, without limitation:

- (a) the right to reproduce all or part of the Creations, without the manufacture thereof being quantitatively limited, and for any present or future media, including material, paper, digital, computer or online;

- (b) the right to represent all or part of the Creations, without limitations, including the right to make the Creations available, exhibit them, broadcast them or to communicate them to the public, by any present or future communication network, including paper, digital, computer, online, hertzian, cable or satellite;
- (c) the right to adapt all or part of the Creations, without limitation, under any environment, including online, or under any graphical or other forms, which includes the right to integrate, associate the Creations with any creation, to modify, add, reduce, enlarge, cut out, break down, reframe, or colorize the Creations and to combine them to adapt them into any form, kind, dimension, color, or material;
- (d) the right to translate all or part of the Creations, without limitation, into any language.

This Copyright assignment is granted for any purpose, including any use, direct or indirect, informational, external or internal training, commercial or advertising, of the Creations by the Company.

Given the exclusivity of the assignment, the Founder shall not personally exploit the Creations. The Founder therefore shall not reproduce, represent, adapt, translate and more generally use or exploit, in whole or in part, in an identical or similar way, the Creations, for its own account or for the account of a third party, directly or indirectly, in France and abroad.

The Founder acknowledges that the remuneration for the assignment of the Intellectual Property Rights is included in the remuneration paid to him/her in his/her capacity as company officer.

The present agreement enters into force retroactively on the date of the appointment of the Founder as company officer.

4. The Founder undertakes to disclose and communicate without delay to the Company any Creation, Invention and Know-How of which he/she is the creator, inventor, applicant, author or contributor.

The Founder undertakes not to disclose the Company's non-patented Inventions, Know-How or any other confidential information.

The Founder undertakes to ensure that the Know-How and related information concerning in particular its use and implementation are documented, in particular but not exclusively in paper or digital documents, files, materials and/or transcripts of any kind that will be handed over to the Company as soon as they are created.

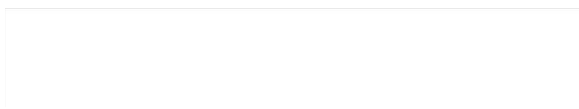
At the Company's request, the Founder shall sign any application, assignment or any other document that may be necessary for the Company to file and obtain any Intellectual Property Rights in the Creations and/or Inventions.

5. The Founder acknowledges and agrees that (i) all original works for authorship which are made by the Founder (solely or jointly with others) within the scope of the Company's business which are protectable by copyright are owned by the Company as per the assignment mentioned above and (ii) the decision whether or not to commercialize or market any Creations, Inventions or Know-How is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to the Founder as a result of the Company's efforts to commercialize or market any such Creations, Inventions or Know-How. The Founder hereby undertakes not to invoke his/her moral rights relating to the Inventions and Creations against the Company.


6. By reference to Section 5(n) of Exhibit A to the Agreement, the Founder confirms not to have received any communications alleging that the Company has violated or, by conducting its business as presently proposed, would violate any of the patents, trademarks, trade secrets or other proprietary rights of any other person or entity. The Founder furthermore confirms that the Founder has not excluded works or inventions from the Founder's assignment of inventions that are necessary for the Company to carry on its business as now conducted and as presently proposed to be conducted. The Founder is not in violation of the Founder's CIAA or any prior employment contract or other agreement with any other corporation or third party.

This IP Confirmation Statement constitutes an agreement and private deed between the Founder, the Company and the Purchaser. The provisions of Section 8 of Exhibit A to the Agreement apply *mutatis mutandis* to this IP Confirmation Statement.

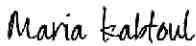
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(Signature page IP Confirmation Statement)

DocuSigned by:

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Maria KABTOUL

For acknowledgement, acceptance and agreement

DocuSigned by:

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AUTOMATIKA ROBOTICS
By: Maria KABTOUL
Title: *Président*

DocuSigned by:

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Techstars Partners 2021 LLC
By: Techstars Investments Management LLC, its
manager
By: Jason Seats
Title: Chief Investment Officer

ANNEX 2 - B

IP CONFIRMATION STATEMENT

To:

AUTOMATIKA ROBOTICS
112 Rue d'Alembert
38000 Grenoble
France

Techstars Partners 2021 LLC
4845 Pearl East Cir Ste 118
PMB 99696
Boulder, Colorado 80301-6112
United States of America

February 22, 2023

IP Confirmation Statement to the Fixed Percentage Convertible Equity Agreement between AUTOMATIKA ROBOTICS and Techstars Partners 2021 LLC (the "Agreement")

Defined terms used in this IP Confirmation Statement have the meaning given thereto in the Agreement

The undersigned, Abdullah Haroon RASHEED (the "**Founder**"), has received, reviewed and signed the Agreement and confirms and agrees with the Company and the Purchaser as follows.

1. Definitions

For the purpose of the present Agreement, the following terms, when capitalized, shall have the meanings set out below, whether used in the singular or plural:

"Patents" means patents and patent applications and the right of priority thereto, including but not limited to all divisional applications, reexaminations, reissues, renewals, extensions, provisional applications, existing or future priority applications, continuations, continuations-in-part, supplementary protection certificates and equivalent or similar rights anywhere in the world in inventions and discoveries claiming all or part of the priority of such patents and patent applications.

"Creation" means any creation including without being limited to original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code (including object code and source code), preparatory works, sketches, patterns and related prototypes, logos, studies, analyses, reports, databases, graphic charts, tree views, computer graphics, webpages, photographs, trainings, commercial and technical presentations, ideas, trademarks, software, databases or trade secrets, as well as the rights thereto, conceived, made, discovered, drafted, invented, developed or implemented by the Founder, alone or with others, in the context of the missions carried out for the Company or related to the activity of the Company, whether such conception took place before or after the creation of the Company, as well as any future creation developed by the Founder

after the signature of the present agreement and until the end of his/her mandate in the Company.

“Copyright” means all copyrights (whether registered or not).

“Invention” means any invention, whether patentable or not patentable, whether protected by know-how or not, and any rights thereto, conceived, made, discovered, written, invented, developed or implemented by the Founder, alone or with others, in the context of the missions carried out for the Company or related to the Company's activity, whether such conception took place before or after the creation of the Company, as well as any future invention developed by the Founder after the signature of the present agreement and until the end of his/her mandate in the Company.

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“Know-How” means all know-how, inventions, discoveries, ideas, processes, formulae, methods, designs, models, trade secrets and confidential information, in whatever form (including paper, electronically stored data, magnetic media, film and microfilm), whether patentable or not patentable, including technical information, drawings, test results or reports, test methods and instruction and training manuals.

2. The Founder hereby confirms that all of the Founder's Intellectual Property Rights in the Creations and Inventions existing on the date of signature of the present agreement have been transferred to the Company on the date of their creation under the terms and conditions set forth hereafter.

The present agreement also provides for the vesting in the Company of the Founder's Intellectual Property Rights in the Creations and Inventions created, conceived or developed after the signing of the present agreement and until the end of his/her mandate in the Company.

3. The Founder hereby assigns and transfers to the Company the Intellectual Property Rights to the Creations and Inventions on an exclusive basis, for the entire world, for the entire legal term of protection of these rights, for all applications and uses, without any exception or reservation.

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- (f) the right to represent all or part of the Creations, without limitations, including the right to make the Creations available, exhibit them, broadcast them or to communicate them to the public, by any present or future communication network, including paper, digital, computer, online, hertzian, cable or satellite;
- (g) the right to adapt all or part of the Creations, without limitation, under any environment, including online, or under any graphical or other forms, which includes the right to integrate, associate the Creations with any creation, to modify, add, reduce, enlarge, cut out, break down, reframe, or colorize the Creations and to combine them to adapt them into any form, kind, dimension, color, or material;
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The Founder acknowledges that the remuneration for the assignment of the Intellectual Property Rights is included in the remuneration paid to him/her in his/her capacity as company officer.

The present agreement enters into force retroactively on the date of the appointment of the Founder as company officer.

4. The Founder undertakes to disclose and communicate without delay to the Company any Creation, Invention and Know-How of which he/she is the creator, inventor, applicant, author or contributor.

The Founder undertakes not to disclose the Company's non-patented Inventions, Know-How or any other confidential information.

The Founder undertakes to ensure that the Know-How and related information concerning in particular its use and implementation are documented, in particular but not exclusively in paper or digital documents, files, materials and/or transcripts of any kind that will be handed over to the Company as soon as they are created.

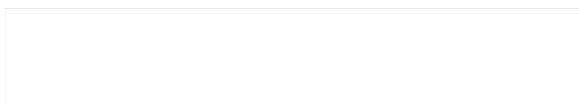
At the Company's request, the Founder shall sign any application, assignment or any other document that may be necessary for the Company to file and obtain any Intellectual Property Rights in the Creations and/or Inventions.

5. The Founder acknowledges and agrees that (i) all original works for authorship which are made by the Founder (solely or jointly with others) within the scope of the Company's business which are protectable by copyright are owned by the Company as per the assignment mentioned above and (ii) the decision whether or not to commercialize or market any Creations, Inventions or Know-How is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to the Founder as a result of the Company's efforts to commercialize or market any such Creations, Inventions or Know-How. The Founder hereby undertakes not to invoke his/her moral rights relating to the Inventions and Creations against the Company.

6. By reference to Section 5(n) of Exhibit A to the Agreement, the Founder confirms not to have received any communications alleging that the Company has violated or, by conducting its business as presently proposed, would violate any of the patents, trademarks, trade secrets or other proprietary rights of any other person or entity. The Founder furthermore confirms that the Founder has not excluded works or inventions from the Founder's assignment of inventions that are necessary for the Company to carry on its business as now conducted and as presently proposed to be conducted. The Founder is not in violation of the Founder's CIAA or any prior employment contract or other agreement with any other corporation or third party.

This IP Confirmation Statement constitutes an agreement and private deed between the Founder, the Company and the Purchaser. The provisions of Section 8 of Exhibit A to the Agreement apply *mutatis mutandis* to this IP Confirmation Statement.

(Signature page to follow)



(Signature page IP Confirmation Statement)

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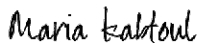


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Abdullah Haroon RASHEED

For acknowledgement, acceptance and agreement

DocuSigned by:



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AUTOMATIKA ROBOTICS

By: Maria KABTOUL

Title: *Président*

DocuSigned by:



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Techstars Partners 2021 LLC

By: Techstars Investments Management LLC, its manager

By: Jason Seats

Title: Chief Investment Officer

APPENDIX 1

FOUNDERS

Founders	
Full name	Address details
Maria KABTOUL	112 Rue d’Alembert, 38000 Grenoble
Abdullah Haroon RASHEED	8 Rue Vergniaud, 38000 Grenoble

AUTOMATIK

