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ON THE APPLICATION OF: 4D SAS,
WHICH REQUESTED AND SET OUT:

The applicant company is organizing a competition entitled “Hackathon - virtual online gathering of IT developers, for a competition to create Software Applications” taking place from 27 May 2024 to August 21st 2024 inclusive.

That I am required to register the competition rules in my office today.

To this end, I have been given a copy of these rules, a copy of which is attached to these to these minutes’.

RESISTING THIS REQUEST,

I, the undersigned, Camille LAVIT, Clerk authorized to carry out statements of facts within SELARL PIERRE-LAURENT LAZIMI (PLL), a company holding a Bailiff’s Office near the Paris Judicial Court, whose registered office is located in Paris 17th, 29 boulevard Pereire, and residing there,

Certify that I have today registered in my Office the rules for the competition entitled ‘HACKATHON QODLY Qodly DevHack 24’, which will take place from 27 May 2024 to August 21st 2024 inclusive.

Article 2 - Purpose of the HACKATHON

The main purpose of the Qodly HACKATHON is to promote the Qodly Hybrid Low-code platform from 4D SAS, by encouraging developers to create new innovative software Applications around the theme of Sport, which may be presented for reference purposes only, on the Qodly.com website at the end of the competition.

A panel of 4 experienced professional developers will be responsible for establishing the experienced professionals and will be responsible for ranking of the best applications.

- The HACKATHON will take place from 27 May to August 21st 2024.
- The jury's deliberations will take place from August 22 nd to August 27th 2024.

Article 3 - Participation conditions

The HACKATHON is open to all individuals over the age of 18 who have Internet access and a valid e-mail address and who reside in a country other than Russia or Belarus.

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Any person who has been involved in the development and management of the management of the HACKATHON.

The mere fact of taking part implies pure and simple acceptance, without reservation, of these Rules.

Article 4 - How to take part

Participation in the HACKATHON is exclusively by developing Applications around the theme of sport as described in Article 2.

Participants must create an account on the Qodly.com website.

To be eligible, Applications must be created on the Qodly platform, accompanied by and published between 27th May and 21st August 2024 .

Each Participant may publish a maximum of 3 Applications.

ARTICLE 5 - APPLICATIONS - RIGHTS

The Application created by the Participant must be a personal creation.

Each Participant certifies that he/she is the author of the Application submitted, guarantees its originality and guarantees that he/she has obtained prior written authorisation from any identifiable persons concerned. The Participant must own the exploitation rights to the Application he/she submits.

Each Participant guarantees the Organisers against any opposition, action or claim from a third party as a result of the Application submitted during the HACKATHON.

Under no circumstances may the Application contravene decency or current legislation.

The Organizers reserve the right to object to a participation whose Application would cause them harm in terms of image or would contravene legislation.

By taking part in the HACKATHON and accepting the Rules, the Participant transfers to the Organisers, non-exclusively and free of charge, the rights of reproduction, representation, exploitation and adaptation, on the Application that he/she submits, from the date of submission of the HACKATHON.

In particular, the Organisers are authorized to use the Applications:

- on the Organisers' website (<https://qodly.com/Devhack24>)
- on the social networks of the Organisers or their partners (Facebook, (X: formerly Twitter), Instagram).

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Under no circumstances may this use entitle the Participant to any remuneration whatsoever.

Article 6 - Designation of winners

The winners will be chosen within 15 days of the end of the HACKATHON. The winners will be contacted by e-mail to confirm the nature of the prize won and how to claim it. The 'Jury Prizes' will be awarded to Participants who have submitted original, high-quality Applications that respect the theme of the HACKATHON, selected by the Organisers.

All of which is more fully explained in these rules.

These rules have been filed with the law firm of the undersigned bailiff and are sent free of charge to any person who requests them.

These rules are set out in thirteen articles, and have been appended to the minutes of the Bailiff's Office.

ARTICLE 7 - PRIZES

The HACKATHON is endowed with the following prizes, awarded to the Participants declared winners (each winner takes home a single prize):

- A VR (Virtual Reality) Headset awarded by the Jury to the best idea submitted;

- An Amazon gift card worth €50 will be awarded to any developer who submits at least one application, for the first 40 winners in the order of the Jury's ranking

ARTICLE 8 - DELIVERY OR COLLECTION OF PRIZES

The winners must reply by e-mail or message at the latest within 15 days of the notification being sent by the Organisers, or in accordance with the specific instructions given in the notification.

If no reply is received by the deadline, the Organisers reserve the right to invalidate their entry and to designate another winner from among the remaining Participants using the same selection method. The procedures for awarding the prizes will be specified in the notifications.

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The prizes awarded are personal and non-transferable. In addition, the prizes may not under any circumstances be the subject of any dispute on the part of the winners, nor of any exchange or other consideration of any kind whatsoever.

In the event of force majeure, the Organisers reserve the right to replace the prize won with a prize of an equivalent nature and value.

The jury's deliberations will be carried out by Zoom.

In the event that it is a group of people or a legal entity that wins; the representative of the legal entity that has registered for the HACKATHON will receive the prize.

ARTICLE 9 - IDENTIFICATION OF WINNERS AND ELIMINATION OF ENTRIES

The Participants authorize the verification of their identity.

The Organizers reserve the right to check the age of any winner to ensure that they are aged 18 or over.

There will be no participation fees for this HACKATHON.

The Organizers reserve the right to draw another winner if an initial winner, if a minor, is unable to provide sufficient proof of said authorisation.

Failure to comply with these rules, as well as any fraud or attempted cheating, regardless of the method used, will result in the pure and simple elimination of the entrant.

ARTICLE 10 - PERSONAL DATA

The information provided by Participants may be subject to computer processing for the purposes of the HACKATHON. The Organizers are responsible for processing Participants' personal data. The data may be communicated by the Organisers to recipients who may be service providers with whom the Organisers collaborate for the purposes of managing and implementing the HACKATHON.

In the event that the Organizers intend to process or have processed the Participants' data for purposes other than those set out in this article, i.e. for commercial purposes. A tick box will be available on the platform.

In accordance with the French Data Protection Act et libertés' of 6 January 1978, as amended, Participants have the right to access and rectify information concerning them, which they may exercise by contacting the Organisers at the address given in article 1 of the Rules.

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ARTICLE 11 - LIABILITY

The Organisers will not incur any liability in the event of error, omission or otherwise, on the part of their employees, representatives or others, within the limits authorized by law, for any breakdown, failure, loss or disappointment of which a Participant may be the victim, whatever the origin, and resulting from participation in the HACKATHON and/or the prize. Participation implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misappropriation or hacking and the risk of contamination by any viruses.

The Organisers may not be held liable in the event of misuse or incident related to the use of computer or telecommunications systems (in particular Internet access), maintenance or malfunction of servers or any other technical incident (in particular problems accessing Twitter and Instagram) preventing the HACKATHON from taking place or participating.

ARTICLE 12 - FORCE MAJEURE / RESERVATIONS

The Organisers may not be held liable if, due to force majeure or beyond their control, the HACKATHON has to be modified, suspended, shortened or canceled.

The Organizers reserve the right to carry out any checks they deem necessary to ensure compliance with the Rules, in particular to disqualify any Participant who has made an inaccurate, misleading or fraudulent declaration.

ARTICLE 13 - APPLICABLE LAW AND INTERPRETATION

The Rules are governed exclusively by French law applicable to games and competitions.

All cases not covered by the Rules will be decided by the Organisers, whose decisions are final.

Any question regarding the Application or interpretation of the Rules, or any unforeseen question that may arise, will be decided at the sole discretion of the Organisers, depending on the nature of the question, in compliance with French law.

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