



## RESERVATION AGREEMENT

Date :     /     /

Avatar Mobilité     Réservataire

**BETWEEN:**

- The company **AVATAR MOBILITÉ**,  
A simplified joint-stock company (SAS)  
with a share capital of €34,333,  
Headquartered at 2 rue de Beau Soleil, 17173 ESNANDES,  
Registered with the La Rochelle Trade and Companies Register under number 901 981 456,

Represented by Mr. Frédéric MOURIER, acting as President, duly authorized for the purposes of this agreement pursuant to the articles of incorporation, a certified copy of which has been provided to the other party prior to signing, attesting that the commitments made herein on behalf of AVATAR MOBILITÉ comply with the provisions of Article 1145 paragraph 2 of the French Civil Code.

Hereinafter referred to as the “**Reserving Party**”, of the first part,

**AND:**

- .....  
Company .....  
with a share capital of € .....  
Headquartered at .....  
Registered with the Trade and Companies Register of .....  
under number .....

Represented by Mr./Ms. ...., acting as President, duly authorized for the purposes of this agreement pursuant to the articles of incorporation, a certified copy of which has been provided to the other party prior to signing, attesting that the commitments made herein on behalf of ..... comply with the provisions of Article 1145 paragraph 2 of the French Civil Code.

**OR**

Mr./Ms. [...],  
Born on [...],  
Residing at [...],

Hereinafter referred to as the “**Reserving Customer**”, of the second part

Avatar Mobilité      Réservataire

## **PREAMBLE**

- A. AVATAR MOBILITÉ offers an economical and ecological alternative to cars for daily travel in suburban and rural areas. It has already begun the process of homologating its vehicle in the L7eCP category.
- B. AVATAR MOBILITÉ is developing a vehicle whose main characteristics are attached as an annex (hereinafter the “Vehicle”), and which is not yet in production.
- C. The Reserving Customer has expressed interest and wishes to join the waiting list of potential buyers, without committing to purchasing the Vehicle.
- D. AVATAR MOBILITÉ has agreed to offer the Vehicle in priority to the Reserving Customer, according to their place on the waiting list, at the price and conditions in force at the time of commercialization, in exchange for the placement of a deposit.
- E. The Reserving Customer acknowledges that the Reserving Party has provided, in a clear and comprehensible manner prior to signing this agreement, the relevant information listed in the annex.
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## **ARTICLE 1 – RESERVATION**

In exchange for placing the deposit referred to in Article 4, the Reserving Party undertakes to offer the Reserving Customer the opportunity to purchase the Vehicle, based on their place on the waiting list, once it becomes commercially available.

The Reserving Party agrees to:

- Inform the Reserving Customer of their position on the waiting list, which will only be confirmed upon receipt of the deposit.
- Keep the Reserving Customer informed about the progress of the development leading to commercialization.
- Provide, based on their position in the waiting list, a purchase contract including the Vehicle specifications, price, payment terms, and estimated delivery date.

The Reserving Customer expressly acknowledges, as an essential condition of this agreement, that they have been informed and agree to sign this contract with the knowledge that:

- The Vehicle is still in development,

- All required approvals, authorizations, and certifications have not yet been obtained,
  - No estimated production or delivery date can currently be given,
  - The sale price is yet to be determined,
  - The Reserving Party does not guarantee the Vehicle will ever be commercialized.
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## **ARTICLE 2 – SCOPE OF THE AGREEMENT**

The signing of this agreement guarantees that the Reserving Customer will receive an offer to purchase the Vehicle according to their rank on the waiting list. However, it does not obligate either party to sell or purchase the Vehicle.

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## **ARTICLE 3 – VEHICLE SALE**

The sale of the Vehicle is subject to the signing of a purchase agreement to be offered by the Reserving Party if the Vehicle is commercialized. The Reserving Customer may decline to sign.

The Reserving Customer has 30 days from receipt of the purchase agreement to sign and pay the down payment.

If not signed within that timeframe, the Reserving Party may terminate this agreement without liability or compensation.

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## **ARTICLE 4 – DEPOSIT**

In exchange for the reservation, the Reserving Customer agrees to pay a deposit of **€1,500** within 10 days to the Reserving Party's account 00010530415 (bank details attached).

The deposit is non-interest-bearing.

The Reserving Party agrees to hold the deposit and return it upon written request from the Reserving Customer expressing the wish to terminate the agreement.

Escrow fees amount to **€50**, payable by the Reserving Customer.

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## **ARTICLE 5 – DURATION**

This agreement becomes effective upon signature and will end upon signing of the purchase contract, unless terminated earlier.

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## **ARTICLE 6 – TERMINATION**

The Reserving Customer may terminate this agreement at any time without liability or penalty.

The Reserving Party may also terminate the agreement without liability or compensation in the following cases:

- If they abandon the development, production, or commercialization of the Vehicle.
- If the Reserving Customer fails to sign the purchase contract within 30 days of receipt.

Termination becomes effective upon receipt of a registered letter with acknowledgment of receipt from either party. The Reserving Customer will then be removed from the waiting list.

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## **ARTICLE 7 – REFUND OF THE DEPOSIT UPON TERMINATION**

The Reserving Party shall refund the deposit, less the escrow fee, to the bank account indicated by the Reserving Customer within 30 days of receiving a registered letter requesting termination.

In the event of the Reserving Customer's death (if an individual), the refund request must be signed by the heirs and include proof of inheritance. If in joint ownership, all co-owners must sign the request.

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## **ARTICLE 8 – CONFIDENTIALITY**

Both parties agree to maintain strict confidentiality regarding this agreement, its annexes, and all related documents.

However, the Reserving Customer authorizes the Reserving Party to mention this reservation for any purpose useful to the development of the Vehicle.

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## **ARTICLE 9 – LIABILITY**

Neither party shall be liable for intangible damages of any kind, including but not limited to lost revenue, lost production, lost profits, lost customers, lost market share, business interruption, or increased overhead costs.

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## **ARTICLE 10 – INDEPENDENCE**

The parties expressly declare that they are and shall remain independent business and professional partners throughout the term of this agreement.

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## **ARTICLE 11 – ASSIGNMENT**

This agreement is entered into intuitu personae (in consideration of the person) and may not be assigned or transferred (including the reservation ranking) without prior written consent of the other party.

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## **ARTICLE 12 – LANGUAGE**

This agreement is written in French.

In the event of a translation into one or more foreign languages, only the French version shall be legally binding in case of dispute.

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## **ARTICLE 13 – DISPUTES**

All disputes arising from this agreement, including those relating to its validity, interpretation, execution, termination, and consequences, shall be submitted to the competent courts under common law jurisdiction.

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Executed in \_\_\_\_\_, on \_\_\_\_\_, in two original copies.

**Signatures**

**Reserving Party:** AVATAR MOBILITÉ  
Represented by Frédéric MOURIER, President

**Reserving Customer:** \_\_\_\_\_

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**Annex 1: VEHICLE DESCRIPTION**

Electric Quadricycle L7eC  
Very low consumption and low environmental impact

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**Annex 2: INFORMATION PROVIDED PRIOR TO SIGNATURE**

1. The purpose and essential terms of the deposit agreement, including current waiting list status at the time of discussion, deposit amount, escrow fee (if held by Reserving Party's lawyer), and priority rights.
2. The conditions under which the Reserving Customer may request a refund without fees and the consequences thereof.
3. Information about the Reserving Party, contract duration, obligations, termination conditions, and dispute resolution methods.