Neuilly-sur-Seine, May 21, 2024

**N/RÉF :** SAUV : DUST MOBILE – 12715

C « Operations »

SC « Suppliers »

**Affaire suivie par :** Laetitia HORELLOU, laetitia.horellou@fhbx.eu

BT/LH/BAM

**To the attention of DUST MOBILE SASU's suppliers and service providers**

Dear Madam or Sir,

By judgment dated May 7 2024, the Commercial Court of Nanterre opened a safeguard proceedings for DUST MOBILE SASU.

The same judgement appointed Mr Pierre BOURION (SCP BTSG - 15 rue de l'Hôtel de Ville, 92200 Neuilly-Sur-Seine), as creditor representative (*mandataire judiciaire*), and myself as court-appointed receiver (*administrateur judiciaire*).

The purpose of this letter is to inform you of the consequences of the opening

of the safeguard proceedings and of your rights and obligations under the law.

- **Continuation of contracts**

The opening of safeguard proceedings in itself does not allow the co-contractor to terminate its contracts with the debtor on its own account, in the event of unpaid invoices received prior to the opening of the proceedings. A co-contractor who terminates a contract in this way would incur liability by contravening the following legal provisions: "Notwithstanding any legal provision or any contractual clause, no indivisibility, termination or resolution of a current contract may result from the sole fact of the opening of safeguard proceedings" (provision L. 622-13, paragraph 1 of the French Commercial Code).

In addition, "The co-contractor must fulfill its obligations despite the debtor's failure to fulfill commitments made prior to the opening judgment. Failure to fulfill these commitments shall only give rise to a claim for the benefit of creditors" (provision L. 622-13, paragraph 2 of the French Commercial Code).

For your information, provision L. 622-13 of the French Commercial Code is the only one that applies to the suspension or termination of a contract. This provision stipulates that the contract may not be terminated without prior formal notice addressed to the court-appointed receiver remained unanswered for over a month.

Pending a formal notice in my hands, the contract must therefore be performed in full.

You are invited to send me your requests to continue the contracts by registered letter with acknowledgement of receipt pursuant to provision L. 622-13 of the French Commercial Code.

- **The status of claims arising after May 7, 2024 (included)**

Payment for services and deliveries performed by your company on or after May 7, 2024 (included) must be claimed directly to DUST MOBILE SASU.

I must be informed of any delay in payment.

I would therefore be grateful if you could agree with management on the new operating proceedings to be put in place.

No payment can be made by direct debit.

- **The statuts of claims arising prior to May 7, 2024**

I would remind you that provision L.622-7 of the French Commercial Code prohibits any company in safeguard proceedings from paying debts that were generated prior to the proceedings. For the record, the triggering event is determined as follows:

* delivery date,
* date or period when the service is provided.

Violation of this legal prohibition is punishable by law.

If you have such claims against DUST MOBILE SASU, you should declare them the amount by registered letter with acknowledgement of receipt to the creditors’ representative, who is the only one authorized to receive such claims under provision L. 622-24 of the French Commercial Code: Mr Pierre BOURION (SCPE BTSG - 15 rue de l'Hôtel de Ville, 92200 Neuilly-Sur-Seine).

These claims must be declared within 2 months of publication of the judgment opening the receivership proceedings in the BODACC.

I would draw your attention to the fact that registration of your claim as a liability does not entail its immediate settlement. It cannot be made during the observation period of the safeguard proceedings.

I would like to thank all the company's suppliers and service providers for their trust and goodwill towards the company during this repositioning phase.

Should you have any questions regarding our current activities (orders, quotations, etc.), please get in touch with your usual company contacts.

Yours sincerely

Benjamin TAMBOISE

 