**Prospectus Supplement No. 3**
**(to Prospectus dated April 25, 2024)**

**Filed Pursuant to Rule 424(b)(3)**
**Registration No. 333-278673**

**BRAND ENGAGEMENT NETWORK INC.**

**46,752,838 Shares of Common Stock (Inclusive of 21,190,316 Shares of Common Stock Underlying Warrants, 1,583,334 Shares of Common Stock Underlying Convertible Notes and 163,407 Shares of Common Stock Underlying Options)**
**6,126,010 Warrants to Purchase Common Stock**

---

This prospectus supplement updates and supplements the prospectus of Brand Engagement Network Inc., a Delaware corporation (the "Company," "we," "us" or "our"), dated April 25, 2024, which forms a part of our Registration Statement on Form S-1, as amended (Registration No. 333-278673) (the "Prospectus"). This prospectus supplement is being filed to update and supplement the information in the Prospectuses with the information contained in our Current Report on Form 8-K, filed with the Securities and Exchange Commission (the "SEC") on July 5, 2024. Accordingly, we have attached the Form 8-K to this prospectus supplement.

This prospectus supplement should be read in conjunction with the Prospectus. This prospectus supplement updates and supplements the information in the Prospectus. If there is any inconsistency between the information in the Prospectus and this prospectus supplement, you should rely on the information in this prospectus supplement.

Our common stock, par value $0.0001 per share (the "Common Stock") and the public warrants representing the right to acquire one share of Common Stock for $11.50 (the "Public Warrants"), are listed on Nasdaq under the symbols "BNAI," and "BNAIW", respectively. On July 5, 2024, the last reported sales price of the Common Stock was $3.06 per share, and the last reported sales price of our Public Warrants was $0.04 per Public Warrant. We are an "emerging growth company" and a "smaller reporting company" as defined under the U.S. federal securities laws and, as such, may elect to comply with certain reduced public company reporting requirements for this and future filings.

---

**Investing in our securities involves risk. See "Risk Factors" beginning on page 6 of the Prospectus to read about factors you should consider before investing in shares of our Common Stock and Warrants.**

---

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

---

**The date of this prospectus supplement is July 8, 2024**

---

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**
**Pursuant to Section 13 or Section 15(d)**
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 28, 2024**

# BRAND ENGAGEMENT NETWORK INC.
**(Exact name of registrant as specified in its charter)**

| **Delaware** | **001-40130** | **98-1574798** |
|---|---|---|
| **(State or other jurisdiction of incorporation or organization)** | **(Commission File Number)** | **(I.R.S. Employer Identification No.)** |

**145 E. Snow King Ave**
**PO Box 1045**
**Jackson, WY 32001**
**(Address of principal executive offices, including zip code)**

**Registrant's telephone number, including area code: (307) 699-9371**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, par value $0.0001 per share | BNAI | The Nasdaq Stock Market LLC |
| Redeemable Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50 per share | BNAIW | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***Amendment to Employment Agreement***

Effective June 28, 2024, Brand Engagement Network Inc., a Delaware corporation (the "Company") entered into a Second Amendment to that certain Employment Agreement, dated March 14, 2024 by and between the Company and Michael Zacharski (the "Employment Agreement Amendment").

The Employment Agreement Amendment amends the terms of the cash bonus Mr. Zacharski was entitled to receive upon the successful closing of the Company's initial business combination to provide that Mr. Zacharski is entitled to receive a vested bonus equal to $500,000 (the "Merger Bonus") with (i) 50% of the Merger Bonus payable in the form of the number of fully-vested restricted shares of the Company's common stock, par value $0.0001 (the "Common Stock"), with the $250,000 value calculated using a trailing 5-trading day average of the price of the Company's Common Stock ending on, and including, the date of grant, and, which shall not be subject to either forfeiture or a Restriction Period (as defined in the Brand Engagement Network, Inc. 2023 Long-Term Incentive Plan) and (ii) the remaining 50% of the Merger Bonus is payable in cash to Mr. Zacharski by September 30, 2024 or upon the completion of an acquisition by the Company, whichever is earlier, but in no event later than December 31, 2024, and in each case, less any required withholding or taxes. Mr. Zacharski has satisfied all conditions necessary to receive the Merger Bonus.

In addition, the Employment Agreement Amendment modifies Mr. Zacharski's professional duties, effective June 24, 2024, such that Mr. Zacharski will serve as the Company's Co-Chief Executive Officer with responsibilities, duties and authority limited solely to providing strategic advice to the Company related to potential acquisitions and related transactions, reporting directly to the Board of Directors of the Company. Except as set forth in the Employment Agreement Amendment, the Employment Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

***Amendment to Stock Option Agreement***

Effective June 28, 2024, the Company entered into an amendment to that certain Option Agreement, dated March 15, 2023, by and between the Company and Michael Zacharski, to extend Mr. Zacharski's option exercise period until the end of its maximum ten-year term, March 15, 2033 (the "Option Agreement Amendment"). Unless properly terminated for Cause (as defined therein), the expiration of Mr. Zacharski's option shall not be accelerated from March 15, 2033 for any other reason including, but not limited to, termination of Mr. Zacharski's employment for any reason (other than for Cause).

The foregoing description of the Employment Agreement Amendment and the Option Agreement Amendment are not complete and are qualified in their entirety by reference to the Employment Agreement Amendment and Option Agreement Amendment, a copies of which are filed as Exhibit 10.1 and Exhibit 10.2 to this Report and is incorporated by reference herein.

**8.01 Other Events**

***Debt Conversion Agreement***

Effective June 30, 2024, the Company entered into a Debt Conversion Agreement (the "Debt Conversion Agreement") with October 3rd Holdings, LLC ("October 3rd"), pursuant to which the Company agreed to issue 93,333 shares of Common Stock at a value of $4.50 per share to October 3rd in exchange for the conversion of certain outstanding indebtedness owed by a subsidiary of the Company to October 3rd in the amount of $420,000.

The Securities were offered and sold in reliance on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act.

***Securities Purchase Agreement***

On July 1 2024, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with the purchaser on the signature page thereto (the "Purchaser"), pursuant to which the Company will issue and sell to the Purchaser an aggregate of 120,000 shares of common stock of the Company, par value $0.0001 per share (the "Common Stock") at a price per share of $2.50 (the "Shares") and an aggregate of 240,000 warrants to purchase Common Stock, which shall be divided into two tranches consisting of (i) 120,000 Warrants immediately exercisable for a term of one year from (the "One-Year Warrants") and (ii) 120,000 Warrants immediately exercisable for a term of five years (the "Five-Year Warrants," together with the One-Year Warrants, the "Warrants" and such shares underlying the Warrants, the "Warrant Shares" and together with the Shares and the Warrants, the "Securities")), each with an exercise price of $2.50 per share, subject to customary adjustments, for an aggregate purchase price of $300,000 (collectively, the "Financing"). The Warrants are currently exercisable for 240,000 Warrant Shares.

The Securities were offered and sold in reliance on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act.

The foregoing summaries of the Purchase Agreement and the Debt Conversion Agreement are not complete and are qualified in their entirety by reference to the full text of the form of the Purchase Agreement and the Debt Conversion Agreement attached hereto as Exhibits 10.3 and 10.4, respectively, to this Report and is incorporated by reference herein.

**Item 9.01 Exhibits and Financial Statements.**

(d) Exhibits.

| Exhibit No. | Description of Exhibit |
|---|---|
| 10.1 | Second Amendment to Employment Agreement, by and between Brand Engagement Network Inc. and Michael Zacharski, dated June 28, 2024. |
| 10.2 | First Amendment to Option Agreement, by and between Brand Engagement Network Inc. and Michael Zacharski, dated June 28, 2024. |
| 10.3 | Debt Conversion Agreement, effective June 30, 2024, by and between the Company and October 3rd Holdings, LLC. |
| 10.4 | Securities Purchase Agreement, dated July 1, 2024, by and between the Company and that certain purchaser identified on the signature page thereto. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BRAND ENGAGEMENT NETWORK INC.**

By: */s/ Paul Chang*
Name: Paul Chang
Title: Co-Chief Executive Officer

Dated: July 5, 2024

**Exhibit 10.1**

**SECOND AMENDMENT**
**TO**
**EMPLOYMENT AGREEMENT**

**THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT** (this "Amendment") is dated June 28, 2024 (the "Amendment Effective Date") by and between Brand Engagement Network, Inc. ("Employer") and Michael Zacharski ("Executive") for the purpose of amending that certain Employment Agreement by and between Employer and Executive, effective August 16, 2023, and as amended on April 22, 2024 (the "Employment Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

**WHEREAS**, Section 20 of the Employment Agreement provides the Employment Agreement may be changed or modified in whole or in part by a writing executed by Executive and an authorized officer of Employer; and

**WHEREAS**, the parties mutually desire to modify certain provisions that would otherwise apply to Executive's employment pursuant to the Employment Agreement.

**NOW, THEREFORE**, pursuant to Section 20 of the Employment Agreement, in consideration of the mutual provisions, conditions, and covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 5(E) of the Employment Agreement is hereby deleted and replaced with the following:

   (E) Executive has earned and will receive a vested bonus equal to $500,000.00 (the "Merger Bonus") for the successful closing of the Merger with a value of the new company at the time of the Merger exceeding $100,000,000.00 with (i) 50% of the Merger Bonus payable in the form of the number of fully-vested restricted shares of Employer's common stock, which shall not be subject to either forfeiture or a Restriction Period (as defined in the Brand Engagement Network, Inc. 2023 Long-Term Incentive Plan (the "Plan")), subject to Employer's Insider Trading Policy, with the $250,000 value calculated using a trailing 5-trading day average BNAI share price ending on, and including, the date of grant, less any required withholding or taxes, with a grant date of no later than 4 business days from the Amendment Effective Date and subject to the terms and conditions of the Plan and Employer's standard form of restricted stock grant agreement; and (ii) 50% of the Merger Bonus payable in cash by September 30, 2024 or the completion of an acquisition by Employer, whichever is earlier, but in no event later than December 31, 2024, and in each case, less any required withholding or taxes. For the avoidance of doubt, Executive has already earned and satisfied all conditions necessary to receive the Merger Bonus, has a fully vested right to the Merger Bonus, and is not required to remain employed by Employer in order to receive payment of the Merger Bonus.

2. Exhibit A, Section 3 of the Employment Agreement is hereby deleted and replaced with the following:

   **3. TITLE AND DUTIES:** Executive shall serve as the Co-Chief Executive Officer of Brand Engagement Network, Inc. (the "Company"), with responsibilities, duties and authority limited solely to providing strategic advice to the Company related to potential acquisitions and related transactions, reporting directly to the Board of Directors of the Company (the "Board"). Executive will determine Executive's primary work location, traveling as reasonably necessary for the Business. In addition, the Company shall appoint Executive as a member of the Board and shall use commercially reasonable efforts to cause Executive to be reelected as a member of the Board while employed hereunder. Employer will not reduce the title, powers or duties of Executive during the term of this Agreement. If Employer reduces the title, powers, or duties of Executive, infringes upon them, or otherwise breaches this Agreement in any respect, and does not cure the breach as set forth under the definition of "Good Reason", then it shall constitute good reason for Executive to terminate this Agreement and Executive's employment.

3. The Employment Agreement, except as modified by this Amendment, shall remain in full force and effect.

[*Remainder of the Page Intentionally Left Blank;*
*Signature Page Follows*]

**In Witness Whereof**, Employer and Executive have caused this Amendment to be executed as of the Amendment Effective Date.

**EMPLOYER:**

**Brand Engagement Network, Inc.**

By: */s/ Paul Chang*

Name: Paul Chang

Title: Co-Chief Executive Officer

**EXECUTIVE:**

**Michael Zacharski**

Signature: */s/ Michael Zacharski*

***Signature Page to Second Amendment to Employment Agreement***

**Exhibit 10.2**

**FIRST AMENDMENT**
**TO**
**OPTION AGREEMENT**

**This First Amendment to Option Agreement** (this "Amendment") is hereby made and entered into as of June 28, 2024 (the "Effective Date"), by and between Brand Engagement Network Inc. (the "Company") and Michael Zacharski (the "Participant"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in that certain Option Agreement, dated March 15, 2023, by and between the Company and the Participant, and the corresponding Stock Option Grant Notice (collectively, the "Option Agreement") and in the Blockchain Exchange Network, Inc. 2021 Equity Incentive Plan (the "Plan").

**WHEREAS**, the Option Agreement may only be amended by a writing signed by the parties thereto; and

**WHEREAS**, the Company and the Participant mutually desire to amend the Option Agreement to extend the option's exercise period until the end of its maximum ten-year term.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions, and covenants contained herein and in the Option Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date, Section 8 of the Option Agreement is hereby amended by deleting said section in its entirety and substituting in lieu thereof the following new Section 8:

**8. Term.** You may not exercise your option before the Date of Grant or after the expiration of the option's terms. The term of your option expires upon the Option Expiration Date indicated in your Stock Option Grant Notice. Unless properly terminated for Cause, the expiration of your option shall not be accelerated from the Option Expiration Date in your Stock Option Notice for any other reason including, but not limited to, termination of your employment for any reason (other than for Cause). This provision supersedes in its entirety any contrary provision, including, but not limited to, any contrary provision of (i) the Option Agreement, (ii) the Plan, including, but not limited to, Sections 5(g), (i), and (k) of the Plan, (iii) any applicable subsequent or replacement incentive plan including, but not limited to, to the extent applicable, the Brand Engagement Network, Inc. 2023 Long-Term Incentive Plan and Section 7.1 thereof, and (iv) any other provision that operates to accelerate the expiration of your option from the Option Expiration Date in your Stock Option Grant Notice.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the Date of Grant and ending on the day three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

2. Except as expressly amended by this Amendment, the Option Agreement shall continue in full force and effect in accordance with the provisions thereof.

3. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute a single agreement.

********

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment, effective as of the Effective Date.

**BRAND ENGAGEMENT NETWORK, INC.**

By: */s/ Paul Chang*
Name: Paul Chang
Title: Co-Chief Executive Officer

**PARTICIPANT**:

*/s/ Michael Zacharski*
Name: Michael Zacharski

**Exhibit 10.3**

**DEBT CONVERSION AGREEMENT**

This Debt Conversion Agreement (the "***Agreement***") is entered into effective as of June 30, 2024 (the "***Effective Date***") by and between October 3rd Holdings, LLC, a Wyoming limited liability company ("***Lender***") and Brand Engagement Network Inc., a Wyoming corporation (the "***Borrower***"), with reference to the following facts:

**WHEREAS**, As of the Effective Date, Lender owes to the Borrower $420,000 (the "***Debt***"), pursuant to that certain Promissory Note, dated June 30, 2023, by and between the Lender and the Borrower (the "***Promissory Note***");

**WHEREAS**, Lender desires to convert the Debt into shares of common stock, par value $0.0001 (the "***Common Stock***") of Brand Engagement Network Inc., a Delaware corporation (the "***Company***") and the Company desires to issue such shares of Common Stock to the Lender in order to satisfy Lender's obligations under the Promissory Note;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and the Borrower agree as follows:

1. Conversion to Common Stock. As of the Effective Date, the Debt shall be converted into shares of Common Stock at a price per share of $4.50 for an aggregate 93,333 shares of Common Stock (the "***Conversion Shares***"). Upon the Effective Date, the Company shall instruct its transfer agent to issue the Conversion Shares to the Lender as promptly as commercially practicable, and the Lender hereby be deemed to have acknowledged the repayment of the Debt under the Loan Agreement.

2. Lender Representations. The Borrower and the Company are causing the issuance the Conversion Shares to Lender in reliance upon the following representations made by Lender:

(a) Lender acknowledges and agrees that the Conversion Shares are characterized as "restricted securities" under the Securities Act of 1933 (as amended and together with the rules and regulations promulgated thereunder, the "***Securities Act***") and that, under the Securities Act and applicable regulations thereunder, such securities may not be resold, pledged or otherwise transferred without registration under the Securities Act or an exemption therefrom. Lender acknowledges and agrees that (i) the Conversion Shares are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the Conversion Shares have not yet been registered under the Securities Act, and (ii) such Conversion Shares may be offered, resold, pledged or otherwise transferred only in a transaction registered under the Securities Act, or meeting the requirements of Rule 144, or in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel if the Company so requests) and in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction.

(b) Lender acknowledges and agrees that (i) the registrar or transfer agent for the Conversion Shares will not be required to accept for registration or transfer any shares except upon presentation of evidence satisfactory to the Company that the restrictions on transfer under the Securities Act have been complied with and (ii) any shares of Common Stock, whether in the form of definitive physical certificates or in book-entry, will bear a restrictive legend.

(c) Lender acknowledges and agrees that: (a) the Conversion Shares have not been registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering; (b) Lender is acquiring Conversion Shares solely for its own account for investment purposes, and not with a view to the distribution thereof in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; (c) Lender is a sophisticated purchaser with such knowledge and experience in business and financial matters that it is capable of evaluating the merits and risks of purchasing the Conversion Shares; (d) Lender has had the opportunity to obtain from the Borrower and the Company such information as desired in order to evaluate the merits and the risks inherent in holding the Conversion Shares; (e) Lender is able to bear the economic risk and lack of liquidity inherent in holding the Conversion Shares; (f) Lender is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act; and (g) and (g) Lender either has a pre-existing personal or business relationship with the Borrower or its officers, directors or controlling persons, or by reason of Lender's business or financial experience, or the business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the Borrower or the Company, directly or indirectly, have the capacity to protect their own interests in connection with the purchase of the Conversion Shares.

(d) Lender's investment in the Company pursuant to this Agreement is consistent, in both nature and amount, with Lender's overall investment program and financial condition.

(e) Lender acknowledges that upon the issuance of the Conversion Shares that all obligations of the Borrower and the Company under or in connection with the Promissory Note shall be satisfied in full and the Promissory Note shall be deemed repaid and of no further force or effect.

(f) Lender's principal residence is in the State of Wyoming.

3. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by both parties.

(c) Each party to this Agreement hereby represents and warrants to the other party that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to execute this Agreement is not based on any reliance upon the advice of any other party or its legal counsel. Each party represents and warrants to the other party that in executing this Agreement such party has completely read this Agreement and that such party understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the party responsible for its preparation.

(d) Each party to this Agreement hereby represents and warrants to the other party that (i) the execution, performance and delivery of this Agreement has been authorized by all necessary action by such party; (ii) the representative executing this Agreement on behalf of such party has been granted all necessary power and authority to act on behalf of such party with respect to the execution, performance and delivery of this Agreement; and (iii) the representative executing this Agreement on behalf of such party is of legal age and capacity to enter into agreements which are fully binding and enforceable against such party.

(e) No fractional shares will be issued upon the conversion the Debt. If Lender would otherwise be entitled to a fractional unit, any fractional units shall be rounded to the nearest whole number of units.

(f) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission, all of which taken together shall constitute a single instrument.

**IN WITNESS WHEREOF**, this Agreement is entered into on July 1, 2024 and is effective as of the Effective Date.

**COMPANY**:

BRAND ENGAGEMENT NETWORK INC.,
a Delaware corporation

By: /s/ Paul Chang
Name: Paul Chang
Title: Co-Chief Executive Officer

**BORROWER:**

BRAND ENGAGEMENT NETWORK INC.,
a Wyoming corporation

By: /s/ Paul Chang
Name: Paul Chang
Title: Authorized Representative

**LENDER:**

OCTOBER 3rd HOLDINGS, LLC,
a Wyoming limited liability company

By: /s/ Tyler Luck
Name: Tyler Luck
Title: Manager

**Exhibit 10.4**

**SECURITIES PURCHASE AGREEMENT**

This Securities Purchase Agreement (this "Agreement") is dated as of July 1, 2024, between Brand Engagement Network Inc., a Delaware corporation (the "Company"), and the purchaser identified on the signature pages hereto (including its successors and assigns, the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser and the Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

**ARTICLE I.**
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally open for use by customers on such day.

"Closing" means the closing of the purchase and sale of the Shares and the Common Warrants pursuant to Section 2.1.

"Closing Date" means, initially, the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto in connection with the Closing (which shall take place on July 1, 2024), and to the extent applicable, all conditions precedent to (i) the Purchaser's obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Shares and the Common Warrants, in each case, have been satisfied or waived, but in no event later than the second ($2^{nd}$) Trading Day following the date hereof.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value $0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Warrants" means, collectively, the Common Stock purchase warrants delivered to the Purchaser, at the Closing in accordance with Section 2.2(a) hereof, which Common Warrants shall be divided into two tranches: (1) Common Warrants exercisable from and after the date of issuance and have a term equal to one year (1) year (the "One-Year Warrants") and (2) Common Warrants exercisable from and after the date of issuance and have a term equal to five (5) years, (the "Five-Year Warrants") in the form of Exhibit A attached hereto, respectively.

"Common Warrant Shares" means the shares of Common Stock issuable upon exercise of the Common Warrants.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"GAAP" means generally accepting accounting principles in the U.S.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(a).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Purchaser" shall have the meaning ascribed to it in the preamble.

"Purchase Price" shall have the meaning ascribed to it in Section 2.1.

"Registration Statement" means any Registration Statement under which the Shares and Warrant Shares are registered.

"Representation Letter" means that certain letter attached as Exhibit B hereto.

"Risk Factor Annex" means that certain Annex I attached hereto.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(g).

"Securities" means the Shares, the Common Warrants, and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement, but excluding the Warrant Shares.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"Subscription Amount" means the aggregate amount to be paid for the Shares and the Common Warrants purchased hereunder as specified next to the Purchaser's name on the signature pages of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsidiary" means any subsidiary of the Company as set forth in the SEC Reports, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the form of warrant governing the Common Warrants, all exhibits, and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Continental Stock Transfer & Trust Company. the current transfer agent of the Company, with a mailing address of 1 State Street, 30th Floor, New York, New York 10004, and any successor transfer agent of the Company.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of the Common Warrants.

**ARTICLE II.**
PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchaser agrees to purchase an aggregate of 120,000 Shares at a price per share of $2.50 and 240,000 Common Warrants (consisting of 120,000 One-Year Warrants and 120,000 Five-Year Warrants) each with an exercise price of $2.50, for an aggregate purchase price of $300,000 (the "Purchase Price"). The Purchaser's Subscription Amount as set forth on Schedule 1 hereto shall be made available for settlement with the Company or its designee in accordance with Section 2.2 below. The Company shall deliver to the Purchaser its respective Shares and Common Warrants, as applicable, as determined pursuant to Section 2.2, and the Company and the Purchaser shall deliver the other items set forth in Section 2.2 deliverable at each Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall take place remotely by electronic transmission of the Closing documentation. Settlement of the Shares and Common Warrants shall occur on the Closing Date, on which the Company shall issue the Shares and Common Warrants registered in the Purchaser's name and address and released by the Transfer Agent directly to the account identified by the Purchaser, as applicable; upon receipt of such Shares and the Common Warrants, the Purchaser will promptly make payment therefor by wire transfer to the Company.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) the Company's wire instructions, and

(iii) subject to Section 2.1 and 2.2, an irrevocable letter of instruction to the Company's Transfer Agent, instructing the Transfer Agent to deliver in book-entry form the Shares registered in the name of the Purchaser;

(iv) the executed Common Warrants registered in the name of the Purchaser;

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser;

(ii) the Purchaser's cash payment for the Securities to be purchased by it on the Closing Date;

(iii) if an entity, duly executed copies of the Purchaser's governing documents;

(iv) duly executed copies of the accredited investor questionnaires completed by such Purchaser, and if an entity, such Purchaser's members, stockholders or other equity owners;

(v) if an entity, duly executed copies of the Representation Letter from each member, stockholder or other equity owner of such Purchaser.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects on the applicable Closing Date (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) of the representations and warranties of the Purchaser contained herein (unless such representation or warranty is as of a specific date therein in which case they shall be accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the applicable Closing Date shall have been performed; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.3(b) of this Agreement.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects on the applicable Closing Date (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made of the representations and warranties of the Company contained herein (unless such representation or warranty is as of a specific date therein in which case they shall be accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the applicable Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.3(a) of this Agreement; and

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof.

**ARTICLE III.**
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Purchaser:

(a) Organization and Qualification. The Company and each of its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (if a good standing concept exists in such jurisdiction), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary (if a good standing concept exists in such jurisdiction), except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect"; provided, however, that changes in the trading price or trading volume of the Common Stock shall not, in and of itself, constitute a Material Adverse Effect) and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(d) Filings, Consents and Approvals. The Company has timely filed all quarterly and annual reports required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Reports"). The Company has delivered to the Purchaser true and complete copies of the SEC Reports, except for such exhibits and incorporated documents, and except as such Documents are available EDGAR filings on the SEC's sec.gov website. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Reports, and none of the SEC Reports, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Reports is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior the date hereof). As of their respective dates, the financial statements of the Company included in the SEC Reports complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except as set forth in the financial statements of the Company included in the SEC Reports, the Company has no liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to March 31, 2024, and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in such financial statements, which, individually or in the aggregate, are not material to the financial condition or operating results of the Company. The Company is subject to the reporting requirements of the Exchange Act. For the avoidance of doubt, filing of the documents required in this Section 3.1(d) via the SEC's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR") shall satisfy all delivery requirements of this Section 3.1(d).

(e) Issuance of the Securities. The Shares and Warrant Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company and immediately after such issuance the Purchaser shall have title to the Securities. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement and the Common Warrants. ..

(f) No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(g) SEC Reports. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension.

(h) Litigation. There is no Action or Proceeding pending or, to the knowledge of the Company, threatened against or affecting the Company or the transactions contemplated by this Agreement, and neither the Company nor any of its affiliates is subject to or bound by any order, in either case that would prevent or otherwise materially interfere with the ability of the Company to consummate the transactions contemplated by this Agreement or to otherwise perform its obligations under this Agreement to which the Company is or will be a party.

(i) Compliance. Neither the Company nor any of its subsidiaries: (i) is in default under or in violation of, nor has the Company or any of its subsidiaries received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (other than those that have been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, other than tax payments related to payroll that are late, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(j) D&O Insurance. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the subsidiaries are engaged, for directors and officers insurance coverage at least equal to the aggregate Subscription Amount. The Company does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(k) Sarbanes-Oxley; Internal Accounting Controls. Except as may be disclosed in the SEC Reports, the Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof and as of each Closing Date. Except as disclosed in the SEC Reports, the Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and its subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and its subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and its subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its subsidiaries.

(l) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which would affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(m) Acknowledgment Regarding Purchaser's Purchase of Securities. The Company acknowledges and agrees that such Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that such Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by such Purchaser or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to such Purchaser's purchase of the Securities. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(n) Acknowledgment Regarding Purchaser's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, it is understood and acknowledged by the Company that: (i) the Purchaser has not been asked by the Company to agree, nor has the Purchaser agreed, to desist from purchasing or selling, (excluding long and short sales) securities of the Company, or to hold the Securities for any specified term (other than as required by applicable law), (ii) past or future open market or other transactions by any Purchaser, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities.

(o) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent in connection with the placement of the Securities.

(p) Registration Rights. The Company will use commercially reasonable efforts to cover the resale of the Shares and the Warrant Shares on the next Registration Statement on Form S-1 the Company files with the Securities and Exchange Commission after the Closing Date and will take commercially reasonable efforts to cause such registration statement to be declared effective as soon as possible thereafter.

3.2 Representations, Warranties and Acknowledgments of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Understandings or Arrangements. Such Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons (other than managers and/or members of an LLC) to distribute or regarding the distribution of such Securities. Such Purchaser is acquiring the Securities hereunder in the ordinary course of its personal and/or business.

(c) Purchaser Status. At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it exercises any Common Warrants, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12), or (a)(13) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

(d) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Access to Information. Such Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and has read the SEC Reports and the Risk Factor Annex and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(f) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, such Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Other than to other Persons party to this Agreement or to such Purchaser's representatives that are bound by confidentiality obligations, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and Affiliates, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

(g) General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of such Purchaser, any other general solicitation or general advertisement.

(h) Litigation. There is no Action or Proceeding pending or, to the knowledge of such Purchaser, threatened against or affecting such Purchaser or the transactions contemplated by this Agreement, and neither such Purchaser nor any of its affiliates is subject to or bound by any order, in either case that would prevent or otherwise materially interfere with the ability of such Purchaser to consummate the transactions contemplated by this Agreement or to otherwise perform its obligations under this Agreement to which such Purchaser is or will be a party.

(i) Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of such Purchaser or any of its affiliates, who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

(j) Sufficiency of Funds. Such Purchaser has sufficient capital on hand to enable such Purchaser to pay the Purchase Price and consummate the transactions contemplated by this Agreement.

(k) Purchaser's Investigation and Reliance. Such Purchaser is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company, which investigation, review and analysis were conducted by such Purchaser together with expert advisors, including legal counsel, that it has engaged for such purpose. Such Purchaser has been provided access to the facilities, books and records of the Company and any other information that it has requested in connection with its investigation of the Company. Such Purchaser is not relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any of its representatives or any other person, except as set forth in this Article III. Such Purchaser acknowledges that neither the Company nor any of its stockholders, affiliates or representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company.

(l) Conduct of Company's Business. Such Purchaser acknowledges that the Company intends to conduct its operations and execute its business plan as described in the Company's SEC Reports and represents that it is not purchasing the Securities in contemplation of the Company's entry into new lines of business or other activities not described in the Company's SEC Reports.

(m) Going Concern; Additional Fundraising Activities. Such Purchaser acknowledges that the Company requires substantial additional capital in addition to the Purchase Price to conduct its business and that the Company's current liquidity position raises substantial doubt about the Company's ability to continue as a going concern. Such Purchaser further acknowledges that the Company is currently engaged in seeking additional investments from various capital sources, including under terms that may be dilutive or otherwise materially adverse to such Purchaser.

(n) Securities Not Registered. Such Purchaser understands that (i) the sale or resale of the Securities has not been registered under the Securities Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the Securities Act, (b) such Purchaser shall have delivered to the Company an opinion of counsel (which may be counsel to the Company) that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of such Purchaser who agrees to sell or otherwise transfer the Securities only in accordance with this clause (n), (d) the Securities are sold pursuant to Rule 144 or other applicable exemption, or (e) the Securities are sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation S"), and such Purchaser shall have delivered to the Company, at the cost of the Company, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities may be pledged in connection with a bona fide margin account or other lending arrangement secured by the Securities, and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and such Purchaser in effecting such pledge of Securities shall not be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or otherwise.

(a) Acknowledgment of Representation. Such Purchaser acknowledges that Haynes and Boone LLP is counsel to the Company and such Purchaser has obtained its only legal advice or consultation with respect to the Transaction Documents.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

## ARTICLE IV.
## OTHER AGREEMENTS OF THE PARTIES

4.1 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Shares pursuant to this Agreement and the Warrant Shares pursuant to any exercise of the Common Warrants.

4.2 Listing of Common Stock. For as long as the Common Warrants are outstanding and exercisable, the Company hereby agrees to use commercially reasonable efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and following the Closing, the Company shall apply to list all of the Shares and the Warrant Shares on such Trading Market and promptly use commercially reasonable efforts to secure the listing of all of the Shares and the Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Shares and the Warrant Shares, and will take such other action as is reasonably necessary to cause all of the Shares and the Warrant Shares to be listed on such other Trading Market as promptly as possible.

4.3 Right to Participate. For a period of 60 days following the execution of this Agreement, such Purchaser shall have a right of first refusal to participate in any capital raising transaction of the Company on the same terms and conditions offered to the Company by third-parties for an amount of up to 50% of its pro rata amount of the proposed aggregate investment amount of such capital raising transaction. Investors shall be provided with written notice of any such capital raising transaction and shall be granted four business days to elect to exercise its rights of first refusal and fund its investment amounts (provided that in the event of a registered offering of the Company's securities, such Purchaser shall be required to exercise its rights concurrently with the pricing of such offering).

4.4 Certain Transactions. The Purchaser covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any Short Sales of any of the Company's securities for a period of one year following this Agreement.

**ARTICLE V.**
MISCELLANEOUS

5.1 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by the Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser. The Company shall pay any and all Registrations fees, including any legal and accountant fees associated with such Registrations of the Shares and Warrant Shares.

5.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.3 Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered by email, with affirmative confirmation of receipt by Purchaser and only if such affirmative confirmation is given, (iii) one business day after being sent, if sent by reputable, internationally recognized overnight courier service or (iv) three (3) business days after being mailed, if sent by registered or certified mail, prepaid and return receipt requested, in each case to the applicable party at the following addresses (or at such other address for a party as shall be specified by like notice):

5.4 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Purchaser.

5.5 Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

5.6 Headings and Captions. The headings captions of the various sections of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither the Company nor the Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company or the Purchaser, as applicable.

5.8 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Action or Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via nationally recognized overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

5.9 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.10 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method, such signature shall be deemed to have been duly and validly delivered and shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

5.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.12 Acknowledgment of Dilution of Voting Power. The Company acknowledges that the issuance of the Securities will result in dilution of the voting power of the outstanding shares of Common Stock, which dilution will be substantial.

5.13 Publicity. The Company and the Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of the Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication.

5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.16 Blue Sky Filings. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchaser under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

5.17 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.18 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.19 Indemnification.

(a) Company agrees to indemnify and hold each Subscriber, each person, if any, who controls Subscriber within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of Subscriber within the meaning of Rule 405 under the Securities Act, and each broker, placement agent or sales agent to or through which Subscriber effects or executes the resale of any Shares or Warrant Shares (collectively, the "Subscriber Indemnified Parties"), harmless against any and all losses, claims, damages and liabilities (including any reasonable out-of-pocket legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (collectively, "Losses") incurred by Subscriber Indemnified Parties directly that are caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any other registration statement which covers the Shares and Warrant Shares (including, in each case, the prospectus contained therein) or any amendment thereof (including the prospectus contained therein) or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made), not misleading, except to the extent insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by a Subscriber expressly for use therein. Notwithstanding the forgoing, the Company's indemnification obligations shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned).

(b) The Purchaser agrees to indemnify and hold the Company, and the officers, employees, directors, partners, members, attorneys and agents of the Company, each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of the Company within the meaning of Rule 405 under the Securities Act (collectively, the "Company Indemnified Parties"), harmless against any and all Losses incurred by Company Indemnified Parties directly that are caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any other registration statement which covers the Shares and Warrant Shares (including, in each case, the prospectus contained therein) or any amendment thereof (including the prospectus contained therein) or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made), not misleading, to the extent insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by each Subscriber expressly for use therein. Notwithstanding the forgoing, Subscriber's indemnification obligations shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the prior written consent of each Subscriber (which consent shall not be unreasonably withheld, delayed or conditioned).

5.20 Restrictive Legends. For so long as the Shares are not registered for resale pursuant to an effective registration statement or are unable to be sold in accordance with an exemption from the registration requirements of the Securities Act, any certificates representing the Shares shall have endorsed thereon legend substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL (IF THE COMPANY SO REQUEST), IS AVAILABLE."

5.21 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**BRAND ENGAGEMENT NETWORK INC.**

By: /s/ Paul Chang
Name: Paul Chang
Title: Co-Chief Executive Officer

With a copy to (which shall not constitute notice):

Haynes and Boone LLP
2801 N. Harwood St. Suite 2300
Dallas, TX 75201
Attention: Matthew L. Fry, Esq.
Email: matt.fry@haynesboone.com

Address for Notice:

Brand Engagement Network Inc.
145 E. Snow King Ave.
PO Box 1045
Jackson, WY 32001
E-Mail: paul.chang@beninc.ai

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: The Williams Family Trust

*Signature of Authorized Signatory of Purchaser*: /s/ Jon Williams

Name of Authorized Signatory: Jon Williams

Title of Authorized Signatory: Trustee

Email Address of Authorized Signatory: ******

Address for Notice to Purchaser: ******

Subscription Amount: $300,000

Shares: 120,000

Common Warrants: 240,000

EIN Number: *****

**ANNEX I**

**Risks Related to this Offering**

***We may issue additional equity or convertible debt securities in the future, which may result in additional dilution to investors.***

To raise additional capital in the future, we believe that we may offer and issue additional shares of our Common Stock or other securities convertible into or exchangeable for our Common Stock in the future. We cannot assure you that we will be able to sell shares or other securities in any other offering at a price per share that is equal to or greater than the price per share paid by investors in this offering, and investors purchasing other securities in the future could have rights superior to existing stockholders. The price per share at which we sell additional shares of our Common Stock or other securities convertible into or exchangeable for our Common Stock in future transactions may be higher or lower than the price per share in this offering. We also have a significant number of stock options and warrants outstanding. To the extent that outstanding stock options or warrants have been or may be exercised or other shares issued, you may experience additional dilution.

Further, as we grow our business, we may seek to rely more heavily on capital raising transactions to fund our operations, raise capital to retire any debt we may hereafter incur, for other corporate purposes, or due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

***There is no public market for the Warrants to purchase shares of our Common Stock being offered in this offering.***

There is no established public trading market for the Warrants being offered in this offering, and we do not expect a market to develop. In addition, we do not intend to apply to list the Warrants on any national securities exchange or other nationally recognized trading system, including The Nasdaq Capital Market. Without an active trading market, the liquidity of the Warrants will be limited.

***We have broad discretion in the use of our available cash and other sources of funding, including the net proceeds from this offering.***

Our management has broad discretion in the use of our available cash and other sources of funding, including the net proceeds we receive in this offering. The failure by our management to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our Common Stock to decline and. Pending use in our operations, we may invest our available cash, including the net proceeds we receive in this offering, in a manner that does not produce income or that loses value.

***The Warrants purchased in this offering do not entitle the holder to any rights as common stockholders until the holder exercises the warrant for shares of our Common Stock, except as set forth in the Warrants.***

Until you acquire shares of our Common Stock upon exercise of your Warrants purchased in this offering, such Warrants will not provide you any rights as a common stockholder, except as set forth therein. Upon exercise of your Warrants purchased in this offering, you will be entitled to exercise the rights of a common stockholder only as to matters for which the record date occurs on or after the exercise date.

***Our stock price is volatile, and your investment may suffer a decline in value.***

As a result of fluctuations in the price of our Common Stock, you may be unable to sell your shares at or above the price you paid for them. The market price of our Common Stock is likely to continue to be volatile and subject to significant price and volume fluctuations in response to market, industry and other factors. The market price of our Common Stock may also be dependent upon the valuations and recommendations of the analysts who cover our business. If the results of our business do not meet these analysts' forecasts, the expectations of investors or the financial guidance we provide to investors in any period, the market price of our Common Stock could decline.

In addition, the stock markets in general, and the markets for technology stocks in particular, have experienced significant volatility that has often been unrelated to the financial condition or results of operations of particular companies. These broad market fluctuations may adversely affect the trading price of our Common Stock and, consequently, adversely affect the price at which you could sell the shares of Common Stock that you purchase in this offering. In the past, following periods of volatility in the market or significant price declines, securities class-action litigation has often been instituted against companies. Such litigation, if instituted against us, could result in substantial costs and diversion of management's attention and resources, which could materially and adversely affect our business, financial condition, results of operations and growth prospects.

***Future sales of our Common Stock in the public market or other financings could cause our stock price to fall, and a substantial number of shares of Common Stock may be sold in the market following this offering, which may depress the market price for our Common Stock.***

Sales of a substantial number of shares of our Common Stock in the public market, the perception that these sales might occur, or other financings could depress the market price of our Common Stock and could impair our ability to raise capital through the sale of additional equity securities. In addition, shares of Common Stock issuable upon exercise of outstanding warrants and options, as well as shares reserved for future issuance under our incentive stock plan, will be eligible for sale in the public market to the extent permitted by applicable vesting requirements, if any, and, in some cases, subject to compliance with the requirements of Rule 144. As a result, these shares will be eligible to be freely sold in the public market upon issuance, subject to restrictions under the securities laws.

***Because we do not currently intend to declare cash dividends on our shares of Common Stock in the foreseeable future, stockholders must rely on appreciation of the value of our Common Stock for any return on their investment.***

We do not currently anticipate declaring or paying any cash dividends in the foreseeable future. In addition, the terms of any existing or future debt agreements may preclude us from paying dividends. As a result, we expect that only appreciation of the price of our Common Stock, if any, will provide a return to existing stockholders for the foreseeable future.

***Resales of our Common Stock in the public market during this offering by our stockholders may cause the market price of our Common Stock to fall.***

We may issue Common Stock from time to time. This issuance from time to time of these new shares of our Common Stock, or our ability to issue these shares of Common Stock in this offering, could result in resales of our Common Stock by our current stockholders concerned about the potential dilution of their holdings. In turn, these resales could have the effect of depressing the market price for our Common Stock.

***The market price of our Common Stock may be adversely affected by market conditions affecting the stock markets in general, including price and trading fluctuations on Nasdaq.***

Market conditions may result in volatility in the level of, and fluctuations in, market prices of stocks generally and, in turn, our Common Stock and sales of substantial amounts of our Common Stock in the market, in each case being unrelated or disproportionate to changes in our operating performance. A weak global economy or other circumstances, such as changes in tariffs and trade, could also contribute to extreme volatility of the markets, which may have an effect on the market price of our Common Stock.

**SCHEDULE 1**

| Investor Name | Subscription Amount |
|---|---|
| The Williams Family Trust | $300,000 |

**EXHIBIT A**

**Form of Warrant**

**EXHIBIT B**

**Form of Representation Letter**

July 1, 2024

Ladies and Gentlemen,

Reference is hereby made to that certain Securities Purchase Agreement, dated July 1, 2024, by and between Brand Engagement Network Inc. and _____ (the "Agreement"). The undersigned hereby represents and warrants to the Company, and acknowledges and agrees with the Company, that it shall be bound by Section 3.2 of the Agreement and shall be deemed to have made the same representations, warranties, acknowledgments and agreements therein as if it were the Purchaser.

Name: