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# REGISTRATION AGREEMENT

V1.1 – 2021-04-22

## 1 GENERAL INFORMATION

<b>System</b>	Ethereum Mainnet (" <b>Blockchain</b> "), see <a href="https://ethereum.org">ethereum.org</a> for further information
<b>Issuer</b>	Example AG, Zurich, Switzerland, CHE-123.123.123, (" <b>Issuer</b> " or " <b>Company</b> ")
<b>Issued instrument</b>	Registered shares (Namenaktien) of the issuer (the " <b>Shares</b> ")
<b>Register</b>	Contract <a href="#">0xa123d2efecdedededed2123abcdeded7</a> (the " <b>Token Contract</b> " or " <b>Token Register</b> "), named "quitt.shares" with symbol "QTS".
<b>Source code</b>	Available on Etherscan <sup>1</sup> .
<b>Additional source of information</b>	<a href="#">example.com/investors</a> (the " <b>Website</b> ")
<b>Number of Shares outstanding and their nominal value</b>	See the commercial registry ( <a href="https://zefix.ch">zefix.ch</a> ) or the Website.
<b>Number of Share Tokens in circulation</b>	See the Token Contract or the Website.
<b>Transfer restrictions (Vinkulierung)</b>	None

<sup>1</sup> [etherscan.io/address/0xAe7c2042c2f84Ff5880A185Bd7D81dA5B822B3A7#code](https://etherscan.io/address/0xAe7c2042c2f84Ff5880A185Bd7D81dA5B822B3A7#code)

## **2 SCOPE**

The Issuer's articles of association allow the board of the Issuer to change the legal form of the Shares upon request of the respective shareholder, including the conversion of Shares held as uncertificated securities according to article 973c of the Swiss Code of Obligations ("**CO**") into register securities according to article 973d CO. The Issuer issues one numeric unit in the Token Contract for each Share that is issued as a register security ("**Share Tokens**"). This registration agreement (the "**Registration Agreement**" or "**Agreement**") sets out the terms relating to the Share Tokens, such as the rules of transfer and the process in case of loss thereof. The Issuer and all Token Holders are bound to this Agreement by law. The Registration Agreement may be updated by the Issuer from time to time to reflect the latest legal and technical developments, as well as decisions taken by the general assembly or the board of directors as tasked by the general assembly. The Issuer makes the currently applicable version of this Agreement available on the Website and, where necessary, informs the registered shareholders in accordance with the articles of association.

## **3 SHARE REGISTER**

### **3.1 Shareholder Registration**

The Company keeps an off-chain share register that is separate from the Token Register (the "**Share Register**"). Any person, legal or natural, that can demonstrate the power to dispose over a Share Token (a "**Token Holder**"), can request the registration in the Share Register. Only the persons registered in the Share Register are entitled to the rights as a shareholder (such as voting and dividend rights). For the avoidance of doubt, a Token Holder is free to transfer its Share Tokens without having first registered in the Share Register.

To request the entry in the Share Register, the Token Holder must prove that she or he controls the address where the Share Tokens in question are held. In addition, the Token Holder needs to provide the personal information as per the electronic form provided by the Company or a third party designated by the Company. For Share Tokens held through an intermediary, the intermediary may perform the registration on behalf of the beneficiary.

### **3.2 Beneficial Owners**

If a third party such as fiduciary holds the power to dispose for a beneficial owner, such third party is required to report the beneficial owner, and any changes to the beneficial ownership, to the Company.

If such third party holds Share Tokens of different beneficial owners on the same address and transfers one of these Share Tokens to a new address, the third party is required to report to the Company the Share Tokens of which beneficial owner have been transferred. In absence of any indication to the contrary, the Company assumes that Share Tokens are transferred "first in – first out" (FIFO).

### **3.3 Transfer Restrictions (Vinkulierung)**

The Company may refuse entry in the Share Register in accordance with the transfer restrictions in the articles of association. In case the Company refuses the entry into the share register of a

Token Holder, such Token Holder can validly transfer the affected Share Tokens regardless, i.e., the right to request entry into the Share Register is transferred to the next recipient of Share Tokens and the person that continues to be registered in the Share Register, but no longer holds the Tokens, does have no claim over the Share Tokens.

### **3.4 Sub-Registers**

The Issuer can, but is not required to, recognize sub-registers. A sub-register can be any technical means to keep track of the ownership of a multitude of Share Tokens assigned to a single address in the Token Register. It could for example be another smart contract, a register deployed to a different blockchain or sidechain, or a database of a custodian. In case the Company recognizes a sub-register, it suffices to prove control of the sub-register (or a fraction thereof) to be registered as a shareholder for the tokens held by the sub-register (or the respective fraction thereof). In case the sub-register allows the transfer and holding of fractional units of a share, the number of Share Tokens assigned to the respective shareholder is rounded down to the next natural number.

### **3.5 Updates and Delegation**

The Issuer may delegate the task of validating requests and updating the Share Register. Name changes and changes of address must be notified to the Issuer or to the third party designated by the Issuer.

### **3.6 Establishment of securities**

The registration of a security in accordance with article 973g section 1 number 1 CO is technically not supported in the Token Register. The legally valid establishment of a security on a Share Token therefore requires the transfer of the Share Token or the use of a sub-register that offers the required functionality.

## **4 HARD FORK**

In case of a split of the Blockchain (hard fork), the Company decides, at its own discretion, which version of the Blockchain will be considered to hold the real Share Tokens and communicates this decision on the Website.

## **5 ISSUANCE**

When a holder of shares in the form of unregistered securities according to Art. 973c CO requests the tokenization of all or some of his or her shares, the board of directors reviews the request and, unless the board sees reasonable grounds to refuse such request, mints the according number of Share Tokens, and delivers them to the requesting shareholder. The board can delegate all issuance steps by technically authorizing employees or anyone else to perform these tasks.

## **6 TRANSFER**

### **6.1 Principle**

Any action that results in a transfer of the capability to demonstrate the power to dispose over a Share Token constitutes a valid transfer of the Share Token. This includes the transfer of private keys to a new owner, for example by sending a paper wallet by mail.

## **6.2 Indivisibility**

Shares issued as Share Tokens are indivisibly bound to each other in accordance with article 973d ss. CO: It is not possible to transfer a Share Token without transferring the right to register a Share in the Share Register and vice versa. The transfer of Share Tokens is legally effective irrespective of the validity of the underlying obligatory transaction (*abstract effect*). No grounds for invalidity, such as lack of will, material error or withdrawal of consent to the transfer, may be invoked. The acquirer of Share Tokens is protected in her/his acquisition even if the transferor did not have the right to dispose over the Share Tokens, except if the acquirer acted in bad faith or with gross negligence. In case of bankruptcy (Konkurs), seizure of assets (Pfändung) or a moratorium (Nachlassstundung) of a Token Holder, article 973f CO applies.

## **7 BURNING**

Burning a token is the technical process of deleting it from the Token Register or making it otherwise permanently and provably inaccessible. The ability to burn tokens is part of the ERC-20 standard. However, Token Holders are advised to consult with the Issuer before burning any tokens and to agree with the Issuer on the purpose and consequences of the burning. For example, burning a Share Token can make sense when the Token Holder and the Issuer agreed to convert them into a different legal form.

## **8 LOSS OF TOKENS**

By default, all issued Share Tokens are subject to a recovery function embedded in the Token Register. The recovery function allows Token Holders that lost access to their Share Tokens to reclaim them. Potential abuse of the recovery function is guarded against by requiring a collateral and by having a suitably long period during which counterclaims can be filed. It is possible to opt out from the recovery function on a per-address basis by invoking the respective function on the smart contract. As a further fallback to prevent abuse, the Issuer is given the power to cancel a pending token recovery, thereby preventing the recovery from completing. The Issuer agrees to only exert this power in case of suspected abuse or errors. The recovery mechanism is documented in more detail on [github.com/aktionariat/contracts/blob/master/doc/recoverable.md](https://github.com/aktionariat/contracts/blob/master/doc/recoverable.md).

Alternatively, lost Share Tokens can be declared invalid by a judge and replaced with new Share Tokens in accordance with the procedure laid out in article 973h CO. Invalid Share Tokens remain in the Token Register but do not represent Shares anymore. It is the responsibility of the Issuer to inform about invalid tokens on the Website.

## **9 EXCLUSION OF REPRESENTATIONS / LIABILITY**

To the extent permitted by law, all representations and warranties with regard to the Shares and the Share Tokens and any liability by the Company or any person acting on behalf of the Company with regard thereto are herewith excluded. The Token Holder herewith waives any and all claims related to misrepresentations or breaches of warranties it may have under the applicable law.

## **10 TAXES**

The Token Holder bears the sole responsibility to determine if its purchase of the Share Tokens, the potential appreciation or depreciation in the Share Tokens over time, the sale and purchase

of Share Tokens and/or any other action or transaction related to the Share Tokens has tax implications for the Token Holder.

## **11 GENERAL PROVISIONS**

### **11.1 Severability / Good Faith**

Should any part or provision of this Agreement be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Company shall dictate a substitute provision that best reflects the economic intentions without being unenforceable and shall execute all agreements and documents required in this connection. The same shall apply if and to the extent that this Agreement is found to contain any gaps or omissions.

### **11.2 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. All disputes arising out of or in connection with the present Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts of Meilen, Switzerland.

## **12 RISK FACTORS OF THE SHARE TOKENS**

### **12.1 General Risks**

Purchasing Share Tokens may offer an opportunity for capital gains but also entail a high degree of business and financial risks, including the possibility of a complete loss of the investment. This document does not represent any solicitation for the purchase or sale of Share Tokens. Instead, each purchaser is requested to engage in his own independent research and make his own decisions with respect to the purchase of Share Tokens. It is assumed that prospective Token Holders, to the extent necessary, consult a lawyer, accountant, and/or tax professional to evaluate the risks entailed.

The risks described herein are not the only risks that come into question and are by no means intended to represent a comprehensive list. Potential purchasers should be aware that buying Share Tokens may also be exposed to other risks of another nature. The order in which the individual risks were chosen to be presented does not provide any indication of the probability of occurrence or the seriousness or importance of the individual risks or their impact in the event that they occur. Additional risks that are not business-specific and that are not yet currently known to the Company or that the Company does not currently deem to be relevant may likewise have an impact.

Prospective Token Holders should ensure that they fully understand the nature of the Share Tokens and the extent of their exposure to risks and they should consider the suitability of the Share Tokens as an investment in the light of their own circumstances and financial condition.

**The Share Tokens involve a high degree of risk, including the potential risk of expiring worthless. Potential buyers should be prepared in certain circumstances to sustain a total loss of the capital invested to purchase the Share Tokens.**

## **12.2 Regulatory Risk**

The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology-based applications which may be contrary to the current setup of the Share Tokens. This may, *inter alia*, result in substantial modifications of the Share Tokens including their loss.

## **12.3 Operational and IT Risks**

The smart-contract concept on which the Share Tokens are built and the blockchain technology in general are still in an early development stage and unproven, therefore there is no warranty that the process of creating, receiving, holding, using and storing Share Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, *inter alia*, the complete loss of Share Tokens. Furthermore, it is possible that there may take place hacking attacks and other unexpected activities which could result in the theft or loss of Share Tokens. Moreover, the underlying protocol may be subject to future changes and unforeseen problems which can affect the proper functioning of the smart-contract and cannot be influenced by the Issuer.

In particular, blockchains are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, timestamp manipulation, and race condition attacks. Any successful attacks present a risk to the Share Tokens, expected proper execution and sequencing of transactions in Share Tokens, and expected proper execution and sequencing of contract computations and may result in the loss of Share Tokens.

In some applications, it may be desirable to use a smart contract to autonomously manage Share Tokens. Depending on the precise implementation, this could lead to a situation where a malicious claim on the Share Tokens held by the contract address cannot be cleared by the rightful owner. The Company cannot be held liable for loss of tokens resulting from incompatible implementation of third-party smart contracts.

## **12.4 Loss of Keys**

Share Tokens may be lost or become inaccessible in particular if the holder of Share Tokens loses the respective private key to their Share Tokens or due to malfunctioning or incompatibilities of the wallet in which the Share Tokens are stored. This could also lead to the loss of the Share Tokens. Moreover, it is the responsibility of the Token Holder not to lose the key or password that allows access to the wallet.

## **13 RESOLUTION**

The Board of Director hereby adopts the Registration Agreement in a circular resolution. This Registration Agreement replaces all previously adopted Registration Agreements (if any) concerning the issued instrument.

Name: John Doe

Date:

Role: Chairwomen of the Board of Directors

Name: Jane Doe

Date:

Role: Member of the Board of Directors

Name: Jack Doe

Date:

Role: Member of the Board of Directors