
Widget Terms

Preamble

- A. The company indicated in the imprint of the website (the "**Company**") has issued part of its shares as ledger-based securities ("**Share Tokens**"). The Share Tokens are governed by the registration agreement as published on the website of the Company (the "**Website**"), as amended from time to time (the "**Registration Agreement**").
- B. The Share Tokens are locked in a smart contract on the Ethereum blockchain (the "**SHA Smart Contract**") and for each locked Share Token, a placeholder token (the "**SHA Token**") is generated. The SHA Token are governed by the common shareholder agreement as published on the Website, as amended from time to time (the "**Token SHA**").
- C. In order to make the sale and purchase of SHA Tokens of the Company easier, the Company now wishes to offer certain smart contract based widgets on its website that facilitate (i) the sale of SHA Tokens by the Company and/or the purchase of SHA Tokens by the Company at a price pre-determined by the Company (the "**BrokerBot**"), and/or (ii) the offer of users to buy or sell SHA Tokens at a price determined by the user, which can be accepted by the Company at its sole discretion (the "**Secondaries Module**", together with the BrokerBot the "**Widgets**"), subject to these terms (the "**Terms**");

1 Scope

These Terms apply to all persons that interact with the Widgets through the Website (each a "**User**"). The User acknowledges and agrees that the Registration Agreement and the Token SHA apply to the SHA Tokens.

2 Functioning of Widgets

2.1 Price discovery

The Widgets have the following process to determine the price of SHA Tokens (the "**Price**");

- **BrokerBot:** On entering an amount of SHA Tokens to purchase or sell in the BrokerBot, the BrokerBot displays a total price for the transaction based on the programmatic logic determined by the Company (an "**BrokerBot Offer**").
- **Secondaries Module:** Users can enter the amount of SHA Tokens they wish to sell or purchase at a price selected by the User (a "**Secondaries Offer**"). This Offer is published on the Website if it complies with the requirements of the Company. Other Users may indicate interest in an Offer by clicking on the Offer and indicating the amount of SHA Tokens from the

Offer that they wish to buy or sell (a "**Matching Offer**", together with the BrokerBot Offer and the Secondaries Offer each an "**Offer**").

2.2 Conclusion of contract

Each Offer is a binding offer by the User to the Company to enter into a purchase or sale agreement relating to the amount of SHA Tokens and the Price. Users may revoke an Offer at any time through the Widgets. The Company is free to accept or refuse any Offer in its sole discretion at any time. On acceptance of an Offer by the Company, a binding agreement to purchase or sell SHA Tokens at the indicated price is entered into by the User and the Company. All agreements are entered into between the Company and the User, also in the Secondaries Module. For the avoidance of doubt, the Company is free to accept or refuse a Secondaries Offer regardless of whether or not there is a Matching Offer.

2.3 Payment terms

For purchase transactions, the User shall pay the Price as per the selected payment methods. For sell transactions, the Company shall pay the Price to the User as per the selected payment method.

The Company may change the available payment methods or refuse payments or certain payment methods in its sole discretion. Transaction fees and conversion fees are borne by the User. The Price paid by the User and effectively received by Company in CHF might differ and the number of SHA Tokens to be allocated shall be based on the amount actually received. The number of SHA Tokens will be rounded down by Company to the nearest integral number.

In case of oversubscription or rounding down, the excessive amount that cannot be allocated shall be paid back to the User by Company, provided such difference exceeds (30) thirty Swiss francs (CHF). All the cost and expenses of the repayment are borne by the User.

Only payments from eligible persons as set out on the Website and herein will be accepted by Company. Company, in its sole discretion, may refuse to accept any person as User and may request further information, e.g., for KYC purposes, at any time from a potential or existing User.

In case an Offer is declined after the User has transferred funds or SHA Tokens, the Company shall refund the Price or the SHA Tokens to the User on first request to an account indicated by the User.

2.4 Delivery of SHA Token

The User is required to provide an Ethereum (ERC-20) compatible address of which the User is the beneficial owner (the "**Recipient Address**") for the delivery of the SHA Tokens. It is the User's sole responsibility to ensure that a correct address is provided.

Subject to (i) the User meeting all participation criteria as determined by the Company, (ii) the successful completion of the Company's onboarding process, (iii) availability of SHA Tokens, (iv) the receipt of the Price, (v) the User providing a Recipient Address, and (vi) the acceptance by the

Company of the User's offer to purchase the SHA Token, the Company shall deliver the Token Amount to the Recipient Address.

3 Company Representations & Warranties

The Company does not make any representations and warranties and all representations shall be fully excluded to the greatest extent permitted under applicable law. The User confirms that he/she has not relied upon any representation or warranty, express or implied, pertaining to the SHA Tokens, the Share Tokens and/or the Company.

4 User Representations & Warranties

The User represents and warrants as of the date of this Agreement that:

- The User is in full compliance with the eligibility criteria set out on the Website and these Terms.
- The User purchases or sells the SHA Tokens in its own account and is not acting on behalf of any third party as agent, nominee or in any other capacity;
- The User is the sole beneficial owner of the Recipient Address as well as the funds used to pay the Price including all assets credited on Company's account;
- The User has carefully read, reviewed and fully understood these Terms including all referenced documents as well as the disclaimers on the Website and is not relying up on any representation, warranty, confirmations, promises or agreements except as set out in these Terms;
- The User recognizes that an investment in the SHA Tokens involves substantial risk and can lead to the complete loss of the Price;
- The User has not taken any action nor will it take any action in any country or jurisdiction that would constitute a public offering of any Company SHA Tokens or require the registration of any other offering material, nor will it distribute this offering or any other offering material in any country or jurisdiction where action for that purpose is required;
- The User, nor any affiliates nor any person acting on its behalf (1) has offered or sold, or will offer or sell, indirectly or directly, any SHA Tokens and/or distributed these Terms or any materials to any US citizen (whether or not he/she lives in the United States of America), to any US person pursuant the Section 902(k)(1) of the Securities Act of 19 33 (i.e. any natural person resident in the United States of America, any partnership or corporation organized or incorporated under the laws of the United States of America, any estate of which any executor or administrator is a US person, any trust of which any trustee is a US person, any agency or branch of a foreign entity located in the United States of America, any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US person, any discretionary account or similar

account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States of America, any partnership or corporation if organized or incorporated under the laws of any foreign jurisdiction and formed by a US person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited Users (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts) nor to any persons acting on a non-discretionary basis for US person or US citizen, in each case in a manner that would require any such shares to be registered under the Securities Act, (2) has engaged or will engage in any directed selling efforts (as that term is defined in Regulation S) with respect to any SHA Tokens, or (3) has engaged or will engage in any form of general solicitation or general advertising (as that term is used in Rule 502(c) under the Securities Act) in connection with any offer or sale of any SHA Tokens or in any manner involving a public offering in the United States of America;

- The User is not subject and is not a resident of a jurisdiction that is subject to economic sanctions or trade embargoes imposed by (1) Switzerland, (2) the United Nations Security Council, (3) the European Union or any member state of the European Union, (4) U.S. authorities, in particular OFAC and the U.S. Department of State, (5) the country of residence of the User, or (6) other economic sanctions or trade embargos issued by another authority having jurisdiction over the User or his /her/its assets;
- The User has carefully read and understood the Terms and all referenced documents, including the risk factors and disclaimers provided herein or on the Website.
- The User has had the opportunity to be advised by legal professionals or attorneys in relation to these Terms and confirms that to have fully understood the legal implications of all the clauses contained in these Terms.

5 Taxes

The User is solely responsible to determine what, if any, taxes apply to the transactions, including, for example, withholding and income taxes. It is also the User's sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities.

6 Privacy

The User acknowledges and agrees that the SHA Tokens are issued on a public blockchain that is pseudonymous, not anonymous, in nature, meaning that any person that can associate your Recipient Address with you can publicly view all token holdings, including SHA Tokens, of that Recipient Address. Relating to the contact details provided to the Company directly, the privacy policy as published on the Website applies.

7 Miscellaneous

Notices. All notices to either party shall be in writing (incl. by email).

No assignment: Neither Party may assign any of its rights, obligations or claims under these Terms.

Severability. If any term of these Terms or its application in any circumstance is held invalid or unenforceable, the invalidity or unenforceability will not affect any other terms of this Agreement which can be given effect without the invalid or unenforceable term nor the applicability of that term in any other circumstance.

Governing Law and Jurisdiction. These Terms shall in all respects be governed by, and construed in accordance with, the substantive laws of Switzerland, to the exclusion of conflict of law principles and the UN Convention on the international sale of goods (CISG). Any dispute arising out of or in connection with this Agreement shall exclusively be referred to the courts competent at the seat of the Company, Switzerland.