AGREEMENT REGARDING SALE AND PURCHASE OF PARTICIPATION CERTIFICATES

**(Agreement)**

between

[●]

[●]

[●]

[●]

Seller

and

[●]

[●]

[●]

[●]

Purchaser

Seller and Purchaser individually **Party** and together **Parties**

regarding

the sale and purchase of [Amount] participation certificates in

****modum.io AG**Poststrasse 5-7
8001 Zurich
(CHE-432.725.569)**

****Company****

**Preamble**

1. modum.io AG is a corporation (*Aktiengesellschaft*) duly incorporated in accordance with the laws of Switzerland having its registered office at Zurich, Switzerland, and is registered with the commercial register of the canton of Zurich with number CHE-432.725.569 (**Company**).
2. The share capital of the Company amounts to CHF 118,310, divided into 11,831,000 fully paid-in registered shares with a nominal value of CHF 0.01 each.
3. The participation capital of the Company amounts to CHF 27,430, divided into 2,743,000 participations certificates with a nominal value of CHF 0.01 each.
4. The Seller holds [Amount] participation certificates in the Company (**Certificates**).
5. As at the date of this Agreement, the Seller is the legal and beneficial owner of the Certificates.
6. The Seller is a natural person resident at [●], [●]. A valid passport copy of the Seller is attached as **Annex 1**.
7. The Purchaser is a natural person resident at [●], [●]. A valid passport copy of the Purchaser is attached as **Annex 2**.
8. The Seller desires to sell the Certificates to the Purchaser and the Purchaser desires to purchase the Certificates from the Seller pursuant to the terms and conditions of this Agreement.

Based on the above, the Parties hereby agree as follows:

# Sale and Purchase of Participation Certificates

The Seller herby agrees to sell the Certificates to the Purchaser and the Purchaser hereby agrees to purchase the Certificates from the Seller.

# Purchase Price

* 1. The aggregate purchase price for the Certificates shall amount to CHF [Amount] (**Purchase Price**).

The Purchaser shall pay the Purchase Price at the Closing Date to the Seller by wire transfer of immediately available funds to the account as designated by the Seller.

1. **Closing**
	1. **Closing Date**
		1. The closing of this Agreement (**Closing**) shall take place immediately after signing of this Agreement or on such other date as the Parties may agree upon by complete delivery of the documents and performance of the actions referred to in Section 3.2 (the date on which the Closing actually takes place shall be referred to as **Closing Date**).
	2. **Closing Actions and Deliveries**
		1. This Agreement shall be executed on the Closing Date by the exchange of the following documents or the performance of the following actions:
2. The Seller shall present and deliver to the Purchaser the written assignments in relation to the transfer and assignment of the Certificates from the Seller to the Purchaser duly signed by the Seller (Template in **Annex 3**).
3. The Seller shall present and deliver to the Purchaser a resolution of the board of directors of the Company approving the transfer of the Certificates from the Seller to the Purchaser.
4. The Purchaser shall pay the Purchase Price to the Seller and present and deliver evidence that the Purchase Price has been paid.
	* 1. The actions and deliveries described in Section 3.2 are mutually dependent and are deemed to occur simultaneously on the Closing Date. No such action or delivery shall be legally effective unless all other actions and deliveries have been completed in accordance with this Section 3.2, except to the extent the entitled Party waives such action or delivery. Neither Party needs to accept partial Closing by the other Party.
	1. **Right of Termination**

Should the Closing not occur within six months after the signing of this Agreement, each Party shall be entitled to terminate this Agreement. Such termination shall be without any liability of the Seller to the Purchaser and *vice versa*.

# Passing of Risk and Benefit

The Purchaser acquires economic right and benefit regarding the Certificates with effect as of the Closing Date.

# Representations and Warranties

## Seller’s Warranties

The Seller hereby represents and warrants to the Purchaser that the following representations and warranties are true and correct, as of the date of the Agreement:

1. The Seller is competent and has full power, right and authority to enter into and perform its obligations under the Agreement.
2. The Seller has good and valid title to the Certificates, free and clear from any liens and the Certificates are not subject to any pre-emptive right, right of first refusal, right of first offer or any similar right of a third party.

## Purchaser’s Warranties

The Purchaser hereby represents and warrants to the Seller that the following representations and warranties are true and correct, as of the date of the Agreement:

1. The Purchaser is competent and has full power, right and authority to enter into and perform its obligations under this Agreement.
2. The Purchaser has sufficient funds to pay the Purchase Price.
3. The Purchaser expressly declares to acquire the Certificates in his/her own name and for his/her own account.

# Miscellaneous

## Costs and Expenses

Each Party will bear its own expenses incurred in connection with this Agreement (including fees and disbursements of legal counsels, expenses related to services provided by professional advisors, intermediaries, etc.).

## Taxes

Direct and indirect Taxes and duties shall be borne by the Party to whom they are owed by law, unless explicitly provided for otherwise in the Agreement.

## Confidentiality

The Parties agree to keep the content of this Agreement confidential and undertake not to disclose any information relating to it to third parties without the explicit prior approval of the other Party. Legal and supervisory or regulatory disclosure obligations as well as disclosure for the enforcement of claims arising out of or in connection with this Agreement remain reserved.

## Amendments and Supplements

Amendments, supplements or rescissions of provisions of this Agreement shall be in writing and require the mutual agreement of both Parties to be valid. An amendment of this obligation requires itself a written agreement in order to be valid.

## Notices

Communications under the Agreement shall be addressed per mail to the addresses indicated on the cover page or by e-mail which was agreed or previously used in the communication between the Parties.

## Severability

The provisions of this Agreement shall be construed so as to be valid and enforceable according to applicable law. Should any provision hereof be unenforceable or invalid according to applicable law, it shall only be unenforceable or void to the extent of such unenforceability or invalidity and shall for the remaining be replaced by a valid and enforceable provision which shall satisfy the legal and economic meaning/result of the ineffective provision. The remaining provisions of this Agreement remain binding and in full force. The same shall apply in case of incompleteness of this Agreement.

## Succession and Assignment

The Parties may not assign or delegate, in whole or in part, either the Agreement or any of their rights and obligations under the Agreement without the prior written consent of the other Party. Any such assignment or delegation performed without the aforementioned written consent shall be null and void.

# Governing Law and Jurisdiction

## Governing Law

The Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the principles of conflicts of laws thereof.

## Jurisdiction

Any dispute, controversy or claim arising out of or in relation to the Agreement or future non-contractual claims including the validity, invalidity, enforceability, interpretation, execution, breach, modification or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of Zurich.

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| **For the Seller:** |  |
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| Place, date | [●] |
| **For the Purchaser:** |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Place, date | [●] |

**Annex 1:** Valid passport copy of the Seller

**Annex 2:** Valid passport copy of the Purchaser

**Annex 3**: Template Assignment of Participation Certificates

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Transfer and Assignment

[...], [...] hereby transfers and assigns [...] participations certificates of modum.io AG, Poststrasse 5-7, 8001 Zurich, (CHE-432.725.569), with a nominal value of CHF 0.01 each, to [...], [...], with immediate effect.

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Acknowledged and agreed:

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| Place, date: |   |   |
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