

**TERMS AND CONDITIONS**  
**LIQUIDATION UPGRADE PROGRAM**  
**(the “Terms”)**

Between PSGA Attain Consultants and Management GmbH, business address Franz-Abt-Straße 10, 65183 Wiesbaden, registered with the commercial register of the local court Wiesbaden with HRB 31113 (“Trustee”) and the member of the Liquidation Upgrade Program (“Member”), (together the “Parties”).

**Preamble**

The Liquidation Upgrade Program (“LUP”) aims to help all Tokenholders of EVN tokens recover as much of their investment as possible and maximize any potential benefit from envion’s liquidation. By signing-up, a Tokenholder of EVN tokens becomes a Member auf LUP. Members will not incur any additional costs by signing-up for the LUP, but only gain an advantage in terms of an additional payment on top of whatever the liquidator pays out. For the purpose of participating in the LUP, the Tokenholder instructs the Trustee to exercise its rights and interests in the envion liquidation process (“Instruction to the Trustee”). In the course of the LUP it is ensured that all Members are treated fairly and equally during the liquidation process.

**1. Definitions and Interpretation**

The following concepts shall have the meaning given to them in these Terms.

“**Company**” means envion AG, Baar, Switzerland.

“**Damage Claims**” mean all claims for damages against Quadrat and Sycamore, its shareholders and managing directors, employees and whoever was involved in this respect in the unlawful capital raise of the Company and subsequent management decisions related to the Company, the Trustor and the founders of the Company according to the subscription agreement.

“**Dividends**” mean potential claims against the Company for paying out dividends or liquidation surplus, for the avoidance of doubt arising from the Trustor’s shareholding position at the relevant time up to 81%.

“**Instruction to the Trustee**” means the agreement in which the Tokenholder instructs the Trustee to exercise its rights and interests in the Company’s liquidation process in order to facilitate payments, arising in particular from Token Claims, Dividends and Damage Claims.

“**KYC**” means the process of documenting the identity of the Tokenholders.

“**LUP**” means the Liquidation Upgrade Program, which aims to maximize any potential benefit for the Members from the Company’s liquidation.

“**Member**” means any Tokenholder of EVN Tokens who has effectively and bindingly signed-up for the LUP.

“**Power of Attorney**” means the authorization of the Trustee by the Tokenholder to the extent of the Power of Attorney attached as an annex hereto.

**“Token”** means the EVN Token issued by the Company.

**“Token Claims”** mean the Teamtokens and all their related rights against the Company, in particular the participation rights.

**“Tokenholder”** means any holder of the EVN Token/envion Token.

**“Trustor”** means Trado GmbH, business address Hüttenweg 37, 14195 Berlin, registered with the commercial register of the local court Charlottenburg with HRB 119473.

## **2. Interpretation and Construction**

2.1. Unless a contrary indication appears, any reference in these Terms to:

2.1.1. a "Clause", "Section" or an "Annex" is a reference to a clause or section of, or an annex to, these Terms. Annexes shall form an integral part of these Terms;

2.1.2. a defined document or provision of statutory law is a reference to that defined document or provision as amended, supplemented, re-enacted, restated or novated from time to time;

2.1.3. a “regulation” includes any regulation, rule official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

2.2. These Terms are phrased gender neutral. The singular “he” or “they” are used instead of referring to all genders in terms of gender equality.

2.3. The singular includes the plural and vice versa.

2.4. Headings are for ease of reference only and shall be ignored.

## **3. Eligibility, Participation and Termination**

3.1. All Tokenholders with EVN tokens are eligible to participate LUP. Membership of LUP is subject to being accepted by the liquidator in the Company’s liquidation process as a creditor and not being represented by another entity.

3.2. Participation requires signing-up for LUP on the website. By signing-up the Tokenholder declares acceptance of these Terms and becomes a Member of LUP.

3.3. To participate and benefit from LUP, Tokenholders must meet the following conditions, which are regulated in detail in the following provisions, and are not rejected by the Trustee, at its own discretion:

- Signing-up, as regulated in detail in section 5. of these Terms.
- Return of the handwritten signed Power of Attorney to the Trustee. Sufficient in the form of a pdf document. The Power of Attorney is attached as an annex hereto.

## **4. Subject Matter**

4.1. Members of LUP have access to an additional pool of funds, not accessible to non-Members. The additional liquidation funds contain in particular:

- Funds awarded by liquidator for remaining Tokens of founders of the Company and the Trustor.
- Awards for Damages potentially obtained from civil judgments.
- Other funds the founders of the Company and the Trustor receive as a consequence of their involvement in the Company, for example liquidation payouts awarded to the Company's shareholders, resulting from Dividends or liquidation surplus arising from the Trustor's shareholding position.

4.2. In order to distance the execution of LUP's activities of from the Trustor and the founders, LUP is managed by the Trustee responsible for pursuing Damages Claims and dispersing reward funds to Members. Participation in LUP excludes the assertion of damages or other claims against the Trustor.

4.3. For the purpose of information of the Tokenholder the deed of trust between the Trustee and Trustor is made available [here](#).

## **5. Sign-up – Acceptance of Terms**

5.1. Participation in the LUP requires signing-up on the website. The signing-up system guides the Tokenholder through the registration process. Within the registration process the Tokenholder fills in his name, enters a valid e-mail address and fills in the amount of Tokens possessed. All information has to be complete and correct. Changes must also be notified.

5.3. With clicking the sign-up button the Tokenholder accepts these Terms. These Terms include as an inseparable annex the Instruction to the Trustee which is also accepted by clicking the sign-up button.

5.4. Signing-up is completed by clicking the button provided for this purpose.

5.5. The Trustee shall decide at its own discretion, whether it is necessary to receive further evidence for being a holder of Tokens.

5.6. The registration and the agreement, concluded in the course of the registration, are stored by the Trustee.

## **6. Free of Charge**

Participation in LUP is free of charge. The Trustee shall act free of charge for the Member in the course of the LUP. The representation is paid for by the Company's founders. There are no costs paid by Members for the services of the Trustee.

Also, the payout of additional funds by the Trustee to Members occurs without Members paying any fees.

## **7. Refund and Refunding Procedure**

7.1. Refunding is carried out in equal parts.

7.2. Any such award amount from the LUP will be in addition to any award amount distributed directly from the liquidator.

7.3. Payout amount is intended to be based on a flat, nominal (fiat) value per Token regardless of how tokens were acquired.

## **8. Limitation of Liability**

8.1. In case of claims that are based on intent or gross negligence on the Trustees' part, its legal representatives or assistants, the Trustee is liable according to the provisions of applicable law.

8.2. In the event of negligent breach of principal contractual duties, the Trustee shall only be liable for predictable, typically occurring damages. A principal contractual obligation is an obligation the fulfilment of which is essential for proper execution of the agreement pursuant to these Terms, the breach of which jeopardizes reaching the contractual object and on observance of which the other party to the contract may duly rely.

8.3. The limitations pursuant to the preceding Sections 8.1. and 8.2. also apply to the Trustee's legal representatives and assistants if claims are asserted directly against them.

8.4. Liability for a damage to life, body and health and liability under the German Product Liability Act and Art. 82 GDPR remains unaffected by the preceding limitations.

8.5. In all other cases, the Trustee's liability, also for his legal representatives and assistants, towards the Tokenholder is excluded.

## **9. KYC**

9.1. Participation in the LUP requires KYC by collecting information about the Tokenholder's identity. The Tokenholder is obliged to update the Trustee without undue delay of any changes of information provided.

9.2. In case KYC cannot be completed, the Trustee may reject any Tokenholder from participation in its sole discretion without an obligation to disclose any reason for the rejection.

## **10. Data Protection**

As part of the participation process, as little personal data as possible is collected. However, in order to make participation in the LUP possible, the Trustee processes data arising from the participation in LUP or the performance of the Instruction of the Trustee and passes such data on to Trustor and/or the Company's bankruptcy trustee/liquidator or their auxiliary agents to the extent necessary. Details and further information can be found in the privacy policy, that is made available under the website.

## **11. Miscellaneous**

11.1. These Terms are established under and shall be governed by the laws of Germany. The language available for these Terms is English. In case of ambiguity or vagueness of a legal or non-legal term, the term shall be construed in the light of German statutory law and in such a way that it corresponds to the German equivalent.

11.2. These Terms replace all prior arrangements regarding its subject matter, regardless of whether the Trustee has agreed with the Member in writing or orally. Verbal collateral agreements do not exist between the Parties.

11.3. Modifications and amendments, additions and the repeal of these Terms must be in writing to be effective. This also applies to the amendment of this written form clause itself. The above written form requirement does not apply to agreements made orally between the Trustee and the Member after conclusion of the agreement pursuant to these Terms. The Parties agree that a written confirmation is required for the content of an oral agreement.

11.4. Should any provision of these Terms be or become invalid or unenforceable, the remaining provisions of this agreement shall remain unaffected. In place of the invalid or unenforceable provision, the Parties hereby undertake to agree on a valid provision which comes closest in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of gaps in this agreement.

## **Instruction to the Trustee**

Between the holder of EVN Token/envion Token ("Tokenholder") and PSGA Attain Consultants and Management GmbH, business address Franz-Abt-Straße 10, 65183 Wiesbaden, registered with the commercial register of the local court Wiesbaden with HRB 31113 ("Trustee"), (together the "Parties").

The Tokenholder intends to grant to the Trustee the powers of attorney attached hereto as an annex. In this context it is agreed:

### **I. Definitions**

It is made reference to section 1. of the Terms and Conditions.

### **II. Subject Matter of this Agreement**

The Tokenholder hereby instructs the Trustee to communicate with the Company's bankruptcy trustee or his auxiliary agents on his behalf in order to facilitate payments, if any, from the Trustee to the Tokenholders arising from Token Claims, Dividends and Damage Claims pursuant to the Deed of Trust between the Trustee and the Trustor, which is known to the Tokenholder.

### **III. Rights and Obligations of the Trustee**

The Trustee will transfer the execution of this order in terms of technical support (Webpage, Email, Mail etc.) to the Trustor and the Trustor will handle all technical aspects of the communication and operate all systems with all parties involved and to be communicated with.

### **IV. Instruction to the Trustee**

The provision in no. 2 of the Power of Attorney is unrestricted related to third parties. In the internal relationship, it is limited to the extent that the Trustee is hereby instructed to make use of the Power of Attorney only in order to vote for equal treatment of the issued tokens according to the Subscription Agreement based on the prospectus for the public offering of profit participation rights of the Company and decisions which support such equal treatment. Otherwise, the Trustee shall request and obtain instructions from the Tokenholder on the relevant matter before voting.

### **V. Free of charge**

The Trustee shall act free of charge for the Tokenholder in the course of this Order.

### **VI. Miscellaneous**

1. This agreement is established under and shall be governed by the laws of Germany.

2. Additionally, the Terms and Conditions as published on the website of the Trustee are applicable.
3. Should any provision of this agreement be or become invalid or unenforceable, the remaining provisions of this agreement shall remain unaffected. In place of the invalid or unenforceable provision, the parties hereby undertake to agree on a valid provision which comes closest in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of gaps in this agreement.

## Power of Attorney

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(First and Last Name)

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(Street House Number)

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(Post Code City)

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(Country)

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(Number of tokens received or claimed)

(the "Tokenholder")

1. I, the Tokenholder, herewith authorize **PSGA Attain Consultants and Management GmbH**, business address Franz-Abt-Straße 10, 65183 Wiesbaden, registered with the commercial register of the local court Wiesbaden with HRB 31113 (the "Trustee") under indemnification from any personal liability in the course of the liquidation proceedings of envion AG by the Bankruptcy Office Zug, to receiving communications from the bankruptcy trustee or his auxiliary agents and to forward them to the undersigned, and at the same time the Trustee is authorized to make declarations to the bankruptcy trustee or his auxiliary agents on my behalf.
2. Furthermore, I authorize the Trustee under indemnification from any personal liability to participate and represent me fully in creditors meetings regarding envion AG, Baar, Switzerland, and to exercise my voting rights. The Trustee is entitled to make all necessary or expedient declarations.
3. The Trustee is authorized to conclude legal transactions with himself or as a representative of a third party and is entitled to grant sub-authorizations, in particular, the designation of an authorized representative for the receipt of official documents in Switzerland.

This power of attorney is established under and shall be governed by the laws of Switzerland.

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(Tokenholder)