DRAG-ALONG AGREEMENT BETWEEN HOLDERS OF SHS TOKENS

V 1.0– 16 September 2019

1   INTRODUCTION

ServiceHunter AG, Birmensdorferstrasse 94, 8003 Zürich, Switzerland (CHE-115.866.090) (the "**Company**") issued its registered shares as uncertificated securities (the "**Shares**") and tied certain Shares to ERC-20 tokens named 'Service Hunter Shares' or **SHS** (hereinafter the "**Share Tokens**") based on specific share token terms (visible here: quitt.ch/investoren, the "**Share Token Terms**") and a smart contract that resides in the Ethereum system under address https://etherscan.io/address/0xbc41f5259e10e36341ff0da77a5870abc698de56 ("**Share Token Smart Contract**"), whereas one Share Token represents one Share of the Company.

Due to the potentially fragmented ownership of Shares and Share Tokens, and in order to facilitate the purchase of the outstanding Share Tokens based on equal terms in case of an offer to purchase all or a majority of outstanding Shares of the Company, the Company provides these Drag-Along Token Terms (the "**Drag-Along Token Terms**" or "**Terms**") and a smart contract that resides in the Ethereum system under address https://etherscan.io/address/0x414324b0aba49fb14cbfb37be40d8d78a2edf447 that facilitates the enforcement these Terms (the "**Drag-Along Smart Contract**").

The Drag-Along Smart Contract offers the functionality to "wrap" Share Tokens, returning for each wrapped token a "**Drag-Along Token**" subject to the present Terms. **Do not send Share Tokens directly to the Drag-Along Smart Contracts as such Share Tokens will be irreversibly lost.**

2   SCOPE OF THESE TERMS

These Terms apply and are binding to all holders of Drag-Along Tokens (the "**Drag-Along Token Holders**"). By holding, using, accepting, owning, transferring or directly or indirectly interacting with Drag-Along Tokens, you explicitly acknowledge and agree to these Terms, as amended in accordance with these Terms from time to time.

Each Drag-Along Token represents a share held under this agreement. They are not a derivative or other financial instrument derived from SHS, but a technical representation of the legal arrangement described in this document. Consequently, Drag-Along Token Holders can register themselves in the shareholder registry in accordance with the Share Token Terms. Having indirect control over your Share Tokens does not affect your shareholder rights.

3 DRAG-ALONG (CO-SALE OBLIGATION AND ENFORCEMENT)

3.1 Grant

The Drag-Along Token Holders agree to sell their Drag-Along Tokens, and agree that such sale will be enforced automatically by the Drag-Along Smart Contract, in accordance with the terms set out in this Section 3 (the "**Drag-Along Obligation**").

3.2 Initiation

Anyone holding at least 5% of all Drag-Along Tokens can initiate an offer to acquire all (but not less than all) Drag-Along Tokens (the "**Offering Party**") from the other Drag-Along Token Holders (the "**Selling Parties**") for a specific price per Share (the "**Offering Price**", together with the further terms, the "**Drag-Along Offer**") by calling the 'initiateAcquisition' function in the Drag-Along Smart Contract, *provided* that the Offering Party (i) has sufficient XCHF to purchase all Drag-Along Tokens of the Selling Parties at the Offering Price on his/her wallet (the "**Offering Amount**") and (ii) sends an offering fee of XCHF 5'000 to the Drag-Along Smart Contract ("**Offering Fee**"), and (iii) that at least 30% of the Shares are issued in form of Share Tokens and represented by Drag-Along Tokens. The Offering Fee is paid to Company (or a designated third-party services provider) and not reimbursable except in case of a counter-offer as set out in Section 3.4.

3.3 Notification

Calling the 'initiateAcquisition' function will emit a publicly visible event on the Ethereum blockchain (the "**Drag-Along Notice**"). Every Drag-Along Token Holder is solely responsible to monitor for a Drag-Along Notice. The Company will provide information about events on its website. The Company may also monitor the Ethereum blockchain for initiateAcquisition and completeAcquisition events and send out additional information regarding a Drag-Along Offer to event subscribers and/or shareholders registered in the share register.

3.4 Available Functions

After the Drag-Along Notice, the Drag-Along Token Holders are given a time period of two months (the "**Voting Period**") during which any Drag-Along Token Holder (including the Offering Party) may call the functions 'voteYes' and 'voteNo' to vote on the Drag-Along Offer.

During and after the Voting Period, the following further functions are available:

- **Acquisition:** The Offering Party may trigger the 'completeAcquisition' function in accordance with the requirements set out in Section 3.5 below.
- **Cancellation:** The Offering Party may call the 'cancelAcquisition' function to cancel the process at any time prior to the consummation of the Drag-Along Offer.

- **Challenge:** Anyone (regardless of whether she/he is a Drag-Along Token Holder or Share-holder) can call the 'contestAcquisition' function at any time prior to the consummation of the Drag-Along Offer to test whether or not the Offering Amount is still available. If the Drag-Along Offer has expired or the Drag-Along Offer is not well funded anymore (e.g. the Offering Party sold some shares or moved away their XCHF), anyone can kill the current offer by calling contestAcquisition (see Section 3.5 regarding expiration).

- **Counter Offer:** The 'initiateAcquisition' can still be called by anyone eligible to make a Drag-Along Offer, *provided* that the counter-offer price per Drag-Along Token is at least 5% higher than the Offer Price and the other requirements of the function are fulfilled. In that case, the prior Drag-Along Offer is cancelled, the prior Offering Party can request the reimbursement of the Offering Fee from the Company (or a third-party service provider), and the process re-initiated.

During the Voting Period, no new Drag-Along Tokens can be created.

3.5   Voting and Enforcement

Unless cancelled and subject to a successful challenge or a counter-offer, the Offering Party may call the 'completeAcquisition' function at any time. In this case the Drag-Along Offer will be enforced by the Drag-Along Smart Contract ("**Enforcement Event**") if,

- during the Voting Period:
    o Drag-Along Token Holders representing at least **75% of all Drag-Along Tokens have voted 'yes'** on the Drag-Along Offer by calling the 'voteYes' function; *or*

- at the end of the Voting Period:
    o Drag-Along Token Holders representing at least **75% of all votes during the Voting Period have voted 'yes'** on the Drag-Along Offer by calling the 'voteYes' function;

In case the Offering Party does not call the 'completeAcquisition' function after the voting period ends, the Drag-Along Offer expires 1 month after the Voting Period ends (3 months after 'initiateAcquisition' was called).In case of an Enforcement Event, all the Share Tokens deposited in the Drag-Along Smart Contract will be released to the Offering Party and the Offering Amount transferred to the Drag-Along Smart Contract. The Selling Parties may redeem the Offering Price for their Drag-Along Tokens by calling the 'unwrap' function in the Drag-Along Contract.

3.6   Precedence over Right of First Refusal and Tag-Along Right

For the avoidance of doubt and notwithstanding anything contained herein to the contrary, the Drag-Along Right supersedes any other right of first refusal and/or tag-along right that the Drag-Along Token Holders and any other shareholders may be a party to.

4   TAG-ALONG (CO-SALE RIGHT)

Each Drag-Along Token Holder grants the other Drag-Along Token Holders the right to co-sell all (but not less than all) of the Drag-Along Tokens held by such other Drag-Along Token Holder together with the selling Drag-Along Token Holder(s) to a proposed acquirer in accordance with the terms and conditions set forth in this Section 4 ("**Tag-Along Right**"), *provided* that the proposed acquirer would directly, indirectly or acting in concert with third parties control at least 40% of all Shares outstanding, tokenized or not ("**Tag-Along Event**"). The selling Drag-Along Token Holder(s) shall instruct the Company to notify the other Drag-Along Token Holder(s) in the form as set out in Section 3.3 including its terms and proposed consummation.

The terms of the Tag-Along Right shall be the same consideration per Share/Drag-Along Token and otherwise the same terms and conditions as applicable to the selling Drag-Along Token Holder(s).

Each Drag-Along Token Holder wishing to exercise its Tag-Along Right with respect to its Drag-Along Tokens shall so notify the selling Drag-Along Token Holder(s) within a period of 30 calendar days from publication of the Tag-Along Event notice by the Company. If no tag-along exercise notice is submitted by a Drag-Along Token Holder within this period, the Tag-Along Right of that Drag-Along Token Holder shall be deemed to have been forfeited (*verwirkt*) with respect to this particular Tag-Along Event.

The proposed acquirer and the Drag-Along Token Holder(s) exercising the Tag-Along Right are solely responsible for its consummation. Neither the Company nor the Drag-Along Smart Contract assist in the consummation of the Tag-Along Right.

5   AMENDMENTS & TERMINATION

The Drag-Along Token Holders acknowledge and agree that:

- Drag-Along Token Holders holding at least 75% of the Drag-Along Tokens can amend or terminate the Drag-Along Smart Contract by migrating to a new smart contract; and
- Drag-Along Token Holders holding at least 75% of the Drag-Along Tokens shall have the right to amend or terminate the Drag-Along Token Terms,

provided, however, that the initiating Drag-Along Token Holders shall instruct the Company to notify the other Drag-Along Token Holder(s) in the form as set out in Section 3.3 of the amendment or termination including its terms and proposed consummation, and, in case of a Material Change (as defined below), with the notice offer all other Drag-Along Token Holders to purchase their Drag-Along Tokens at fair market value within a period of 30 calendar days from publication. If any of the other Drag-Along Token Holders disagree with the fair market value, they may request its binding and final determination for all other Drag-Along Token Holders by an experienced international accounting firm appointed by Company.

A 'Material Change' means any amendment of any of the provisions of the Drag-Along Smart Contract and/or these Terms that affect any accrued rights of any other Drag-Along Token Holder or impose any greater liability or any more onerous obligation than in the current version.

6 ADDITIONAL RISKS

In addition to the Risk Factors of Share Tokens as referenced below, there are specific risks relating to Drag-Along Token.

The Drag-Along Smart Contract may be used by majority Shareholders or a majority of Drag-Along Token Holders to trigger the Drag-Along Right under this Drag-Along Smart Contract based on an Offer Price that is below the fair market value of the Drag-Along Tokens, or to amend or terminate the Drag-Along Smart Contract and the Drag-Along Terms. The Drag-Along Smart Contract will execute such transactions regardless of whether they are in compliance with any applicable law, these Terms or any other legal obligations and/or restrictions that may apply, and such transaction may not be reversible. The Company has neither the technical means nor the legal obligation to ensure compliance with these Terms and is, to the maximum extent permissible under applicable law, not liable for any damages and/or losses by Drag-Along Token Holders out of or in connection with the Drag-Along Tokens.

7 FURTHER TERMS OF DRAG-ALONG TOKENS

The following Sections of the Share Token Terms (visible here: quitt.ch/investoren) apply *mutatis mutandis* to the Drag-Along Tokens:

- Section 4: Transfer of Share Tokens
- Section 5: Share Register
- Section 6: Special Events
- Section 7: Amendments & Notices
- Section 8: Exclusion of Representations / Liability
- Section 9: Taxes
- Section 10: General Provisions
- Section 11: Risk Factors of the Share Token

Specifically, the Drag-Along Tokens are also claimable in case of loss, see Section 6.2 of the Share Token Terms (visible here: quitt.ch/investoren).

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