

# Token Registration Agreement

Last Updated: Jan 10 2024

## General Information

Issuer	Rusanda Panfili
Website	The current version of this Registration Agreement can be viewed on the investor relations website <a href="https://talentir.com/user/0x05d7bfBD7dD06607568443A29FAF9b659b972952">https://talentir.com/user/0x05d7bfBD7dD06607568443A29FAF9b659b972952</a>
Instrument	<p>Fungible token ("Token") representing copyrights to a video published on YouTube ("YouTube Content"). The Issuer is the rights holder of the YouTube Content. The Token represents a share in the copyright of the YouTube Content. The Issuer granted Talentir GmbH, Zurich (CHE-146.889.750; "Talentir") an irrevocable, temporally, and spatially unlimited and sub-licensable licence thereto to use the YouTube Content in all currently known or as yet unknown (storage) media ("Licence").</p> <p>The Licence entitles Talentir in particular to edit, reproduce, distribute, rent, lend, publicly perform, broadcast, edit, reproduce, distribute, rent, lend, publicly perform, broadcast, publicly perform and make available the YouTube Content, to the extent necessary (i) for the creation of the Token (which includes, in particular, the right to upload the YouTube Content or a link to the YouTube Content to the InterPlanetary Files System "IPFS" [<a href="https://ipfs.tech/">https://ipfs.tech/</a>]) and (ii) for the distribution of the Token via the online platform operated by Talentir (including, but not limited to, the rights to display a description of the Token on the platform). In particular, the following rights are associated with the Token:</p> <ul style="list-style-type: none"><li>- Non-exclusive right to use the YouTube Content linked to the Token in the metaverse for personal use;</li><li>- Non-exclusive right to download the thumbnail of the YouTube Content; and</li><li>- Exclusive access to a communication tool provided by Talentir (called 'Secret Message'), which provides access to a direct communication channel with the Issuer.</li><li>- The Token standard used is ERC-1155. The Token is linked to the YouTube Content by inserting an IPFS link, which corresponds to the web link of the YouTube Content, into the metadata of the Token. Up to one million Token are created per YouTube Content, all of which are identical.</li></ul>
Form of Issue	Ledger-based value rights within the meaning of Article 973d et seq. of the Swiss Code of Obligations ("CO"). The number of Token can be found in the Smart Contract or on the Website.
Distributed Ledger	Ethereum Mainnet & Base ("Distributed Ledger"); see <a href="https://ethereum.org">ethereum.org</a> & <a href="https://base.org">base.org</a> for more information.

Smart Contract	ERC-1155 Token issued on the Base Blockchain ("Smart Contract"), with the enhancements recommended by the Swiss Blockchain Federation, decentralised recovery, an Allowlist and minor additional enhancements such as Infinite Allowances. The Allowlist feature is disabled as of the Effective Date of this Agreement. The source code of the Smart Contract determines its functionality. It can be accessed on Basescan at: <a href="https://basescan.org/address/0xc8Cf6056B0A9cF03E62C3A80988674e40E5F92C6">https://basescan.org/address/0xc8Cf6056B0A9cF03E62C3A80988674e40E5F92C6</a>
Transfer Restrictions	The Token may be subject to technical transfer restrictions (allowlisting) to enable the Issuer to comply with legal and regulatory requirements.
Applicable Law	This Agreement and all claims of the parties in connection with this Agreement shall be governed exclusively by Swiss law, excluding international conventions to the greatest extent permissible and possible.
Jurisdiction	Exclusively Zurich, Switzerland

## Subject Matter and Scope

This document shall serve as a registration agreement in accordance with Article 973d CO, and is entered into between the Issuer, as the issuer of the Token, and the first acquirer of a Token from the Issuer.

It shall be binding on any subsequent acquirer of a Token (regardless of the jurisdictions involved), whether by way of an agreement or by law ("Transferee").

## Registration

The Issuer and the first acquirer of a Token agree and consent that the Token shall be registered in the Distributed Ledger as register value rights, whereby each Token represents a fraction of the copyrights of the You Tube-Content.

The registration in accordance with this Registration Agreement has the following effects:

- a) The Token can only be transferred in accordance with the rules and procedures set forth in this Registration Agreement and the Distributed Ledger;
- b) Only persons having control within the meaning of Article 973d (2) CO over the token shall be deemed to have power of disposal over the Token, in accordance with the rules and procedures set forth in this Registration Agreement and the Distributed Ledger;

Only persons registered in the Distributed Ledger as tokenholder shall have the right to assert any claim or right represented by the Token, and payment to such person shall discharge the debtor from its obligations;

A person who acquires Token from the person registered in the Distributed Ledger as the tokenholder in good faith shall be protected in respect of the acquisition even where the transferor had no legal power or authority to dispose of the Token.

## Transfer and Exercise of Rights

Unless otherwise provided by applicable law (e.g., in the event of universal succession further to the death or merger of the tokenholder), the transfer of legal title to a Token, and the creation of a security or other interest on such Token (such as a pledge or usufruct; each such transfer or creation of interest a "Transaction"), requires the transfer of the relevant Token to a Distributed Ledger address controlled by the Transferee, in accordance with the rules and procedures of this Registration Agreement, the Distributed Ledger and the functions of the Token.

A tokenholder may exercise any rights represented by the Token only after it was identified and registered in accordance with the Issuer's 'Know your Customer (KYC)' procedure as outlined in this below.

In order to register with the Issuer, a Transferee shall submit, through Talentir's website, the following information:

- a) Total number of Token held by the Transferee;
- b) Distributed ledger address(es) on which the Token are recorded;
- c) Details of the Transferee:
  - e-mail address
  - phone number
- d) confirmation that the Transferee acquired and holds the Token for its own account and not as a fiduciary for a third party;
- f) confirmation that the Transferee has sole control over the Distributed ledger address(es) referred to under (c) above; and
- g) total number of Token held on each Distributed ledger address referred to under (c) above.

The Issuer may request supporting evidence or further documentation from the tokenholder, including documents reasonably requested by the Issuer to fulfil its documentation requirements under any applicable laws and regulations.

The Issuer is entitled to restrict the rights of any and all Token held by a Transferee until the Transferee has fulfilled its obligations to provide the Issuer with the information and documents required by this clause and, to the Issuer's satisfaction, has complied with the regulations or requirements applicable to the Transferee.

The Issuer can, at any time, request a tokenholder to confirm that the information provided previously remains accurate and up to date. Failure to do so or the discovery of an irreconcilable status of the tokenholder at the discretion of the Issuer, results that all attendant rights to the Token shall be immediately forfeited.

## Substitution of Token

The Issuer reserves the right to substitute Token with new Token or to migrate Token to a new protocol if necessary to comply with, but not limited to, legal developments and/or technical amendments of the token standard or the protocol being used, provided such substitution or amendment in no way affects the ledger-based value rights and the rights represented by such ledger-based value rights.

## Replacement of Token

Without prejudice to the cancellation procedure set forth in Article 973h CO, in case of a damage to, or loss of, a Token or the private key by a tokenholder, the Issuer has the right, but not the obligation, to (i) permanently freeze the respective Token and to (ii) mint and issue new Token which shall replace the Token subject to the permanent

freeze. The tokenholder making the request shall be obliged to post a cash bond with the Issuer in an amount to be determined by the Issuer in order to secure any adverse claim by a bona fide acquirer of the Token. The replacement of the Token shall not constitute an increase of the total number of Token.

## Hard Fork

In the event of a hard fork or similar circumstances which may endanger the reliability of the Distributed Ledger, the Issuer may activate the 'pause' function of the Token to prevent Transactions on both versions of the Distributed Ledger pending its decision on which version it will support. If the Issuer decides to support the version of the distributed ledger that follows the rules and protocols of such Distributed Ledger that were in force immediately prior to the occurrence of the hard fork (i.e., the 'legacy' version of the relevant Distributed Ledger), all Transactions on 'forked' versions of the Distributed Ledger will be invalid. If the Issuer decides to support a forked version of the Distributed Ledger, all Transactions on the 'legacy' version of the relevant Distributed Ledger will be invalid, and any Token existing on the 'legacy' version of the Distributed Ledger will not be associated with tokenized rights.