

Listing Agreement

Listing Agreement

entered into by and between

Business Name

Address

Postal Code / Legal Seat

Country

- hereinafter referred to as "Issuer"-

and

User

-hereinafter referred to as "User"-

and

Block Exchange

-hereinafter referred to as "BEX"-

Preamble

BEX maintains a private trading platform. This agreement is self-regulated. It means the Issuer controls itself and agrees to act according to the international business ethics standard (Principles that when followed, promote values such as trust, good behavior, fairness, and/or kindness. There is not one consistent set of standards that all companies follow, but each company has the right to develop the standards that are meaningful for their organization). The User represents any holder of this Instrument. Instruments on the NEM Blockchain are called Blockshares.

BEX checks for completeness, not content. To keep a high standard, BEX can always ask for more documents than necessary to proceed with any listing. BEX can decline any listing without reason and with immediately effect. The Issuer takes over all responsibility to keep the company and the Blockshares in good standing according to the country of origin. BEX will never take over any legal claims according to these Blockshares. The counterpart for the User is always the Issuer.

To fulfill this agreement, an International Blockshare Identification Number www.ibin.global and an www.bex.global KYC Gold Level Account, is required. BEX will issue Blockshares according to the Issuers instructions:

Personal Information:

First and Last Name

Telephone Number

Email

Country

Issuer Information:

BEX User Name

Business Name

Type

Blockshares

IBIN

IBO Date

Listing Date

First Price per Blockshare

In this agreement, the Issuer agrees to the following:

1. Custody of Instrument

- (1) Issuer is blocking Instruments in favor of the User
- (2) BEX creates congruent Blockshares on the NEM Blockchain
- (3) Blockshares can be exchanged at any time for matching Instruments

2. Admission to custody

- (1) In connection with the custody of Instruments, the Issuer must provide mandatory and optional documents on request:

Mandatory

These documents are required to reach BEX KYC Gold Standard:

- Commercial Register (not older than three months)
- Bylaws
- Company Presentation
- Passport Copy
- Utility Bill (not older than three months)

Optional

These documents must be presented on request:

- Company Evaluation
- Accounting (annual report of the last financial year. IFRS Standard)
- Business Plan
- Company Prospectus
- Organogram about the corporate / group structure
- A valid, (notarized) statement by the Board of Directors to convert Instruments into Blockshares with all rights and obligations
- Confirmation from the Issuer that for the Instrument to be cryptonized no other documents were issued (protocol on the destruction / invalidation of the existing documents)
- List of Shareholder which holds more than 5% Blockshares from the Issuer
- Transfer orders to the respective shareholders including their BEX accounts

3. Rights and obligations of Instrument

- (1) All rights and obligations are transferred from the instrument to the Blockshare
- (2) Dividend payments are distributed by the Issuer to the Blockshare holder
- (3) Voting can be held on the Blockchain
- (4) In the event of a court or administrative order, BEX may suspend the Issuer's Account

4. Transfer of Blockshares

- (1) Once the Blockshares have been created on the NEM Blockchain, BEX will transfer the Blockshares to the BEX Issuer Account
- (2) The Issuer will transfer the Blockshares to the BEX User (Shareholder) accounts

5. Profit Distribution

- (1) The Issuer executes the dividend payment independently from the BEX Issuer Account in accordance with the Bylaws. BEX will support the Issuer with the dividend payment

6. Disclosure of information

- (1) All relevant informations about the Blockshares must be submitted to BEX on request
- (2) BEX will treat all information confidentially

7. Compensation

- (1) According to Price List

8. Liability

- (1) BEX assumes no liability in any case

9. Communication

- (1) The Issuer and BEX agreed to communicate by Email

10. Publications

- (1) The Issuer publicize all the necessary information in the country of origin

11. Termination

- (1) Blockshares can be exchanged at any time for matching Instruments
- (2) A termination contract must be signed with BEX

12. Confidentiality

- (1) The parties undertake to keep the negotiations and the content of this agreement confidential

13. Terms & Conditions

- (1) This agreement is under the jurisdiction from the Issuer and will be notarized together with the Company Register and the Bylaws from BEX on the NEM Blockchain
- (2) BEX assumes no liability for risks and consequences
- (3) Changes and additions to this agreement must be in writing. Side agreements are not made
- (4) Should one or more terms of this agreement prove to be invalid or not feasible so will the effectiveness of the remaining terms not be affected by this. The agreement parties will be approximately ineffective or impracticable terms will be replaced with a similar regulation and purpose, to get as close as possible to the content of the terms to be replaced. The same applies if there are gaps that require supplement.

Signature

Legal Seat Country DD.MM.YYYY

Signature

First Name / Last Name in printed letters

Position

Business Name

Annexure:

- Commercial Register* (not older than three months)
- Bylaws*
- Company Presentation
- Passport Copy
- Utility Bill (not older than three months)

*These documents will be notarized from BEX on the NEM Blockchain