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# EU-Growth Prospectus

for the issuance of the OilXCoin

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DEXENTRA GMBH

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OilXCoin (OXC)

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Valor: 137632491

ISIN: CH1376324914

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## **I. IMPORTANT NOTICES**

**THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART INTO CANADA, JAPAN OR ANY OTHER JURISDICTION WHERE DOING SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION.**

### **Notice to investors in the United States**

**The OilXCoins have not been registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or any United States state securities laws or the laws of any foreign jurisdiction. The OilXCoins that will be received by investors will be offered and sold only (A) outside the United States to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the Securities Act (“Regulation S”) or (B) in the United States to “accredited investors” (as defined in Regulation D under the Securities Act (“Regulation D”) pursuant to Rule 506(c) thereof, and other exemptions of similar import in the laws of the states and other jurisdictions where an offering of OilXCoins will be made. OilXCoins sold to U.S. investors or in the United States will be subject to the transfer restrictions set forth in the applicable subscription document, and each investor that is a U.S. person or in the United States must provide proof to the Issuer that such investor is an “accredited investor” as defined in Regulation D prior to any purchase. The Issuer will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the “Investment Company Act”), and investors will not be afforded the protections of the Investment Company Act.**

### **Notice to investors in Switzerland**

**Neither this document nor any other offering or marketing material relating to the OilXCoins or the transaction described herein (the “Transaction Documents”) constitutes a prospectus pursuant to the Swiss Financial Services Act (“FinSA”), and the Transaction Documents have not been and will not be reviewed or approved by a Swiss prospectus review office in accordance with Article 51 FinSA. The Transaction Documents may not be distributed or otherwise made available in Switzerland in a manner that would require the publication of a prospectus in Switzerland pursuant to FinSA.**

**The OilXCoins are not and may not be publicly offered or marketed directly or indirectly in or into Switzerland within the meaning of FinSA, except under circumstances where such offer does not require the publication of a prospectus pursuant to FinSA. Subject to the foregoing, the Issuer may offer the OilXCoins in or into Switzerland to the public if such offer does not exceed a total value of CHF 8 million over a 12-month period.**

**No action has been nor will be taken to list or admit to trading the OilXCoins on a trading venue in Switzerland.**

### **Notice to investors in Hong Kong**

**Any securities mentioned in this document have not been authorised by the Hong Kong Securities and Futures Commission. This document has not been reviewed or approved by any regulatory authority in Hong Kong. This document does not constitute an offer or invitation to the public in Hong Kong to acquire the securities. Accordingly, unless permitted by the securities laws of Hong Kong, no person may issue or have in its possession for the purposes of issue, this document or any advertisement, invitation or document relating to the securities, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong other than in relation to the securities that are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” (as such term is defined in the Securities and Futures Ordinance of Hong Kong (Cap. 571) and the subsidiary legislation made thereunder).**

**The offer of the securities is personal to the person to whom this document has been delivered by or on behalf of DeXentra GmbH, and a subscription or acquisition for the securities will only be accepted from such person. No person to whom a copy of this document is issued may circulate or distribute this document in Hong Kong or make or give a copy of this document to any other person.**

**You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.**

### **Notice to investors in the United Arab Emirates**

**These OilXCoins are not intended to constitute securities or commodities as defined under Federal Law no. 4/2000 concerning the Emirates Securities and Commodities Authority and Market, as amended from time to time, and any decisions, or resolutions issued thereunder. Accordingly, this document and any other related marketing material does not, and is not intended to, constitute a prospectus, or offer document of any sort, and should not be construed as an offer of securities, or commodities of any form, or any other form of investment, or a solicitation for any form of investment in the UAE. This document shall not be supplied to the public in the UAE or used in connection with any offer and sale of the OilXCoins to the public in the UAE. The Issuer disclaims any and all liability for the distribution of this document or any related materials to third parties, regardless of whether such distribution occurs through the actions of the original recipient or by any other means, intentional or otherwise.**

## **II. DEFINITIONS**

Capitalized terms used herein but not defined have the meanings ascribed to them in the terms and conditions of the OilXCoins, set forth in Annex I to this Prospectus.

### III. SUMMARY

#### SPECIFIC SUMMARY FOR THE EU GROWTH PROSPECTUS

(according to Annex 23 of the Delegated Regulation (EU) 2019/980)

SECTION 1 - INTRODUCTION		
1.1	ISIN	CH1376324914
1.2	Contact details of the issuer:	DeXentra GmbH Landis + Gyr-Strasse 1, 6300 Zug, Switzerland
	LEI	50670069463VM690ML91
1.3	Competent authority	Finanzmarktaufsicht Liechtenstein (FMA) Landstrasse 109, LI-9490 Vaduz Tel: +423 236 7373; Fax: +423 236 7374; Email: info@fma-li.li
1.4	Date of approval	28 February 2025
1.5	Warnings	
1.5.1	<p>a. The summary should be read as an introduction to the EU Growth prospectus and any decision to invest in the securities should be based on a consideration of the EU Growth prospectus as a whole by the investor;</p> <p>b. The investor could lose all or part of the invested capital;</p> <p>c. Where a claim relating to the information contained in an EU Growth prospectus is brought before a court, the plaintiff investor may, under the national law of the Member States, have to bear the costs of translating the EU Growth prospectus before the legal proceedings are initiated;</p> <p>d. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent when read together with the other parts of the EU Growth prospectus, or where it does not provide, when read together with the other parts of the EU Growth prospectus, key information in order to aid investors when considering whether to invest in such securities;</p> <p>e. The investor is about to acquire a product which is not simple and can be difficult to understand.</p>	

SECTION 2 – KEY INFORMATION ON THE ISSUER		
2.1	<p>Who is the issuer of the securities?</p> <p>The Issuer is DeXentra GmbH, with its registered office in Zug and business address in Landis + Gyr-Strasse 1, 6300 Zug, Switzerland. The Issuer is registered in the commercial register Zug under the number CHE-410.926.349.</p>	
2.1.1	Information about the Issuer:	<p><i>Legal form</i></p> <p>Limited liability company (<i>Gesellschaft mit beschränkter Haftung, GmbH</i>); law under which it operates: Swiss law; country of incorporation: Switzerland. DeXentra GmbH is expected to be converted into a company limited by shares (<i>Aktiengesellschaft, AG</i>) during Q1 2025.</p>

		<p><i>Principal activities</i></p> <p>The Issuer is active, directly or through subsidiaries in the exploration, extraction and sale of crude oil and natural gas.</p> <p><i>Controlling shareholder(s)</i></p> <p>Johannes Bitschnau Kuri (56%), Mario Ammann (34%), Christoph Schmuck (10%).</p> <p><i>Chief Executive Officer (or equivalent)</i></p> <p>Johannes Bitschnau Kuri.</p>
2.2	<p>What is the key financial information regarding the issuer?</p> <p>The Issuer was incorporated on 20 November 2023 and has applied for an extended first business year until 31 December 2024 according to § 76 para. 3 of the Zug Cantonal Tax Act. For this reason, there is no historical financial information available at the date of this Prospectus. However, the Issuer applies the Swiss national law accounting standard for bookkeeping and accounting purposes.</p>	
2.2.1	<p>The requirement for comparative balance sheet information shall be satisfied by presenting the year-end balance sheet information.</p>	
2.3	<p>What are the key risks that are specific to the Issuer?</p>	
2.3.1	<p><i>Key risks specific to the Issuer</i></p> <ol style="list-style-type: none"> <li>1. The Issuer is an early-stage company with no operating history or financial data, making it challenging for investors to assess its business and future prospects. The Issuer's success is uncertain and depends on its ability to overcome typical startup challenges in the oil and gas industry, which is a competitive and capital-intensive industry.</li> <li>2. Price fluctuations in crude oil and natural gas can significantly impact the Issuer's revenues and the value of the Tokens, as the Issuer's business activities and asset values are closely tied to these commodity prices.</li> <li>3. Geopolitical events such as conflicts, sanctions, or disasters can disrupt logistics, supply chains, and energy demand, potentially affecting the Issuer's business and the value of the Tokens.</li> <li>4. Geological uncertainty in oil and gas exploration can lead to unproductive wells and inaccurate assessments of recoverable resources, which may negatively impact the Issuer's business and the value of the Tokens.</li> <li>5. Delays or issues in the completion of oil production projects can reduce production volumes and negatively affect the value of the Tokens.</li> <li>6. Frequent and significant changes in oil and gas regulations can create legal and operational challenges for the Issuer, potentially impacting its business, financial condition, and operations.</li> <li>7. The Issuer's financial statements may not be audited, and even if they are, they may not comply with international standards like U.S. GAAP or IFRS, reducing transparency and investor confidence.</li> <li>8. Operations in emerging markets expose the Issuer to political instability, economic volatility, and regulatory uncertainty, which can adversely affect</li> </ol>	

	its financial performance and stability, potentially leading to lower returns for investors.
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SECTION 3 - KEY INFORMATION ON THE SECURITIES		
3.1	What are the key features of the securities?	
3.1.1	Information about the securities:	
a)	Type and class	<p>Debt security represented by digital tokens pursuant to which the Holders of OilXCoins have a contingent claim against the Issuer relating to the value of assets linked to oil / natural gas, which is expected to provide investors an exposure on the value chain of those assets.</p> <p>The OilXCoins will be represented by the Tokens and issued in the form of ledger-based securities pursuant to Article 973d of the Swiss Code of Obligations.</p>
b)	Currency, denomination, the number of securities issued and the term of the securities	<p><i>Currency</i> USD</p> <p><i>Denomination</i> 1 OilXCoin. The minimum investment is 100 OilXCoin.</p> <p><i>Number</i> 100 million Tokens, of which up to 60 million are subject to the Offering.</p> <p><i>Term and termination</i> The OilXCoins may be terminated (i) every 15 years at the option of the Issuer, (ii) upon an affirmative vote of more than 90% of the Relevant Holders have approved such Termination, where "Relevant Holders" shall mean all Holders who are not the Issuer, or its current directors, employees, or shareholders, or (iii) automatically upon an event of default, meaning alternatively (x) the Issuer is insolvent or bankrupt or unable to pay its debts, or stops or suspends payments of its debts generally, proposes an arrangement or composition with or for the benefit of the relevant creditors in respect of its debts, or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Issuer or (y) an administration is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer and such order is not discharged or cancelled within 90 days, or the Issuer ceases to carry on all or substantially all of its business or operations, except in connection with, and followed by, a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Issuer in connection with the OilXCoins.</p>

c)	Rights attached to the securities	<p><i>Financial rights</i></p> <p>Upon the occurrence of a Termination, the Issuer will be required to pay an amount to the Holders (the "Contingent Claim"), which amount will be, at the Issuer's option, either:</p> <ol style="list-style-type: none"> <li>The net proceeds from the actual disposal of the Relevant Assets, whereby if the Issuer chooses this option, the Issuer will be required to use its best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) within six months from the resolution. Once all or a significant portion of the Relevant Assets have been disposed of, the Issuer shall distribute the net proceeds of such disposal to the Holders. The "net proceeds" are the proceeds of the disposal of the Relevant Assets after: <ul style="list-style-type: none"> <li>- taxes due by DeXentra; and</li> <li>- payment of all other creditors of DeXentra (including employees, directors and officers).</li> </ul> </li> <li>An amount corresponding to the valuation of the Relevant Assets, whereby the Issuer will commission a reputable and independent expert to value the Relevant Assets and pay to the Holders the amount at which the expert values the Relevant Assets, after deduction of any taxes due by DeXentra in connection with such a payment.</li> </ol> <p><i>Modality of payment</i></p> <p>Each Holder shall be entitled to a portion of the Relevant Net Proceeds or the Relevant Proceeds Valuation (as the case may be) calculated pro rata, based on the percentage of the total number of outstanding OilXCoins that such Holder holds.</p> <p><i>Governance rights</i></p> <p>The Holders shall have no governance rights with respect to the Issuer or the Relevant Assets.</p>
d)	Relative seniority of the securities in the Issuer's capital structure in the event of insolvency including, where applicable, information on the level of subordination of the securities	<p>The OilXCoin constitute direct, unconditional, and unsecured obligations of the Issuer. The OilXCoin are subordinated to the Relevant Liabilities, as defined in the Terms and Conditions. The OilXCoin shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Terms shall at all times rank at least equally with all the Issuer's other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatory application provision of law.</p>



e)	Where applicable, the dividend or pay-out policy	<p>The OilXCoin provides no fixed yield, periodically or upon the occurrence of a Termination.</p> <p>Upon the occurrence of a Termination, the OilXCoin Holders may exercise the financial rights summarized in the section "Rights attached to the securities" above. The exercise of these financial rights may result in a pay-out to OilXCoin Holders, although there is no guarantee that OilXCoin Holders will receive any such pay-out.</p>
3.2	Where will the securities be traded?	
3.2.1	<p>Prior to the Offering, there has been no market for the Tokens.</p> <p>The Issuer is exploring the possibility of procuring that the Tokens be listed or admitted to trading on a regulated market, although there is no guarantee that any listing or admission to trading would materialize.</p> <p>OilXCoins are generally freely transferable following the first twenty (20) days of the offering period, during which Holders will be contractually restricted from transferring their OilXCoins to a third party.</p>	
3.3	There are no guarantees attached to the securities.	
3.4	What are the key risks that are specific to the securities?	
3.4.1	<p><i>Key risks specific to the Tokens</i></p> <ul style="list-style-type: none"> <li>a. Holders of OilXCoin Tokens do not have ownership or governance rights in the Issuer or its assets, only a limited right to terminate the OilXCoin Terms and receive a payment tied to the value of the Relevant Assets. This termination right is similar to shareholders' rights to liquidation proceeds but does not grant any influence over the management of the assets.</li> <li>b. The Issuer can take on significant debt and use the Relevant Assets as collateral, which could reduce the net proceeds available to Token Holders in the event of a termination. This debt could potentially deplete the funds available for distribution to Holders, leaving them with little or nothing.</li> <li>c. The payment to Holders upon termination is uncertain and may not reflect the true value of the Relevant Assets due to the difficulty in selling them and the reliance on third-party valuations. Additionally, Holders will receive payment only after all other creditors are paid, which may leave little or no funds for distribution.</li> <li>d. The Tokens have complex and non-standard terms, making it difficult for Holders to assess potential returns and risks accurately. Standard valuation methods may not be effective, leading to uncertainties about the timing and amount of any payoff.</li> <li>e. The Tokens are managed through a smart contract on the Ethereum blockchain, which may contain flaws or bugs that could harm Holders or impair the functionality of the Tokens. If the smart contract fails, the Issuer may cancel and reissue the Tokens, complicating the transfer and exercise of associated rights.</li> <li>f. An Issuer substitution could lead to unfavorable tax treatment, suspension of Holders' rights, a higher risk of default by the Substitute Issuer, and less favorable legal, political, and economic conditions in the new jurisdiction. These changes may increase the overall risk to Holders.</li> </ul>	

**SECTION 4 - KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC****4.1 Under which conditions and timetable can I invest in this security?***Offer period*

The offer period will begin on 20 March 2025 (UTC 13:00) and shall be open indefinitely until terminated by decision of the Issuer or at the latest at the end of one calendar year from the approval of this securities prospectus by the FMA Liechtenstein.

*Target markets*

This security is in principle offered to the public throughout the EEA and Switzerland. Initially, the following main target markets are intended: Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain and Sweden. Further notifications within the EEA may be submitted at a later date.

*Issuance price*

During the first twenty (20) days of the public offering, OilXCoin will be sold at the fixed prices shown in the table below.

After this initial period, the price will be set by the management of the Issuer based on investor demand, including feedback provided in direct contracts between the Issuer and investors, and shall be published on the website <https://oilxcoin.io>.

The maximum price shall be USD 100.

<b>Date</b>	<b>Price per OilXCoin (USD)</b>	<b>Time Range (UTC)</b>
20 March 2025	0,85	13:00 (20 Mar) – 12:59 (21 Mar)
21 March 2025	0,85	13:00 (21 Mar) – 12:59 (22 Mar)
22 March 2025	0,85	13:00 (22 Mar) – 12:59 (23 Mar)
23 March 2025	0,85	13:00 (23 Mar) – 12:59 (24 Mar)
24 March 2025	0,85	13:00 (24 Mar) – 12:59 (25 Mar)
25 March 2025	0,86	13:00 (25 Mar) – 12:59 (26 Mar)
26 March 2025	0,87	13:00 (26 Mar) – 12:59 (27 Mar)
27 March 2025	0,88	13:00 (27 Mar) – 12:59 (28 Mar)
28 March 2025	0,89	13:00 (28 Mar) – 12:59 (29 Mar)
29 March 2025	0,90	13:00 (29 Mar) – 12:59 (30 Mar)
30 March 2025	0,91	13:00 (30 Mar) – 12:59 (31 Mar)

31 March 2025	0,92	13:00 (31 Mar) – 12:59 (1 Apr)
1 April 2025	0,93	13:00 (1 Mar) – 12:59 (2 Mar)
2 April 2025	0,94	13:00 (2 Mar) – 12:59 (3 Mar)
3 April 2025	0,95	13:00 (3 Mar) – 12:59 (4 Mar)
4 April 2025	1,00	13:00 (4 Mar) – 12:59 (5 Mar)
5 April 2025	1,00	13:00 (5 Mar) – 12:59 (6 Mar)
6 April 2025	1,00	13:00 (6 Mar) – 12:59 (7 Mar)
7 April 2025	1,00	13:00 (7 Mar) – 12:59 (8 Apr)
8 April 2025	1,00	13:00 (8 Apr) – 12:59 (9 Apr)
As of 9 April 2025	Price set by the Issuer's management and published on the Issuer's website. Maximum price per OilXCoin: 100 USD	As of 13:00 (9 Apr)

#### *Payment modalities*

The issuance price of the OilXCoins shall be payable (1) in Ethereum, by transfer to the wallet address provided at checkout on the Issuer's website, (2) in fiat currency, by-way of a bank transfer to the IBAN provided at checkout on the Issuer's website.

#### *Delivery of the OilXCoins*

OilXCoins shall be delivered to investors within three business days from the payment of the purchase price and the approval of the know-your-customer information that has been provided. OilXCoins will be issued as ledger-based securities under Swiss law, and will therefore be issued as tokens recorded on the Ethereum Blockchain. OilXCoins shall be delivered to each investor on the Ethereum digital wallet that such investor will have provided on the Issuer's website. Investors will need an Ethereum-compatible wallet to participate in the offering and receive OilXCoins.

#### *Vesting of the OilXCoins*

All OilXCoins sold during the first twenty (20) days of the public offering shall be subject to a ten-stage vesting schedule. The Tokens purchased by each Holder will become unvested in tranches of ten percent (10%) every month, commencing on June 1, 2025, as illustrated in the table below.

1 June 2025	10%
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1 July 2025	10%
1 August 2025	10%
1 September 2025	10%
1 October 2025	10%
1 November 2025	10%
1 December 2025	10%
1 January 2026	10%
1 February 2026	10%
1 March 2026	10%

*Proceeds*

The Issuer, as a start-up with a novel business model and unique selling proposition, lacks direct comparability with other issuers of similar financial products. Consequently, the validation of gross proceed estimates based on precedents is not possible.

DeXentra projects the OilXCoin offering to generate gross proceeds of approximately USD 10,000,000 by December 31, 2025. Considering the estimated costs for the offering, net proceeds related to the OilXCoin sale are estimated to amount to approximately USD 9,500,000. Thereof, the Issuer expects to incur operating and non-operating expenses over that same period of approximately USD 4,100,000, comprising legal, marketing, product development, compliance, personnel and infrastructure expenses. The remaining proceeds from the offering are expected to be primarily allocated toward financing the acquisition of additional leases, servicing contracts with suppliers, developing new projects, and establishing legally mandated statutory reserves.

4.2	Why is this EU Growth prospectus being produced?	
4.2.1	A brief description of the reasons for the offer as well as, where applicable:	
a)	Use and net amount	<p><i>Use of proceeds</i></p> <p>It is currently expected that the Issuer will use the expected net proceeds from the Offering for general corporate purposes. This includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>acquisition of oil and gas leases, and/or funding of subsidiaries or joint ventures to acquire such leases;</li> <li>investments in new technology;</li> <li>infrastructure and cybersecurity;</li> <li>legal / regulatory;</li> <li>marketing;</li> <li>operational costs.</li> </ol> <p><i>Amount of Tokens offered</i></p> <p>Up to 60 million Tokens are offered by way of this offering.</p> <p><i>Allocation of supply</i></p>

		<p>The total supply of 100 million Tokens is allocated and/or reserved as following:</p> <ul style="list-style-type: none"><li>a. NFT holders: 20 million;</li><li>b. Founders (allocated): 8.2 million;</li><li>c. Early supporters (allocated): 1.58 million;</li><li>d. Employees, advisory, supervisory (reserved): 3.92 million;</li><li>e. Service providers (partially reserved): 3.51 million;</li><li>f. Future recommendation programs (reserved): 2.79 million.</li></ul> <p><i>Website</i></p> <p>Tokens will be offered to the public market through the OilXCoin website: <a href="https://oilxcoin.io">https://oilxcoin.io</a>.</p> <p><i>Proceeds</i></p> <p>The Issuer, as a start-up with a novel business model and unique selling proposition, lacks direct comparability with other issuers of similar financial products. Consequently, the validation of gross proceed estimates based on precedents is not possible. DeXentra projects gross proceeds of USD 10,000,000 by December 31, 2025, with net proceeds (after considering the costs of the offering) amounting to approximately USD 9,500,000.</p>
b)	Underwriting agreement	The Issuer did not enter into an underwriting agreement.
c)	Conflict of interest	<p>The Issuer may contract with businesses in which members of the Issuer’s management have an interest, such as Surgitech Inc., and a planned venture in the UAE, which could give rise to potential conflicts of interest.</p> <p>Members of the Issuer’s management may hold OilXCoins, and may have access to material non-public information about OilXCoins, allowing them to trade the OilXCoins at times, or under conditions, that may not be available to other OilXCoins Holders.</p>
4.3	Who is the offeror and/or the person asking for admission to trading?	
The Issuer is the offeror.		

## IV. REGISTRATION DOCUMENT

### EU GROWTH PROSPECTUS REGISTRATION DOCUMENT FOR NON-EQUITY SECURITIES

(according to Annex 25 of the Delegated Regulation (EU) 2019/980)

SECTION 1 - PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL	
<i>This section shall provide information on the persons who are responsible for the content of the EU Growth registration document. The purpose of this section is to provide comfort to investors on the accuracy of the information disclosed in the prospectus. Moreover, this section provides information on the legal basis of the EU Growth registration document and its approval by the competent authority.</i>	
<b>1.1</b>	<b>Responsible persons</b>
DeXentra GmbH, Landis + Gyr-Strasse 1, 6300 Zug.	
<b>1.2</b>	<b>Declaration by the responsible persons</b>
To the best of the Issuer's knowledge, the information contained in the registration document is in accordance with the facts and that the registration document makes no omission likely to affect its import.	
<b>1.3</b>	<b>Declaration of the Issuer</b>
<ul style="list-style-type: none"> <li>a. The prospectus has been approved by the Finanzmarktaufsicht Liechtenstein as competent authority under Regulation (EU) 2017/1129;</li> <li>b. The Finanzmarktaufsicht Liechtenstein only approves this prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129;</li> <li>c. Such approval should not be considered as an endorsement of the Issuer that is the subject of this prospectus;</li> <li>d. The prospectus has been drawn up as part of an EU Growth prospectus in accordance with Article 15 of Regulation (EU) 2017/1129.</li> </ul>	
SECTION 2 - STRATEGY, PERFORMANCE AND BUSINESS ENVIRONMENT	
<i>The purpose of this section is to disclose information on the identity of the issuer, its business, strategy and objectives. By reading this section, investors should have a clear understanding of the issuer's activities and the main trends affecting its performance, its organisational structure and material investments. Where applicable the issuer shall disclose in this section estimates or forecasts of its future performance.</i>	
<b>2.1</b>	<b>Information about the Issuer:</b>
<ul style="list-style-type: none"> <li>a. legal and commercial name of the Issuer: DeXentra GmbH;</li> <li>b. place of registration of the Issuer: Zug, Switzerland; registration number: CHE-410.926.349; LEI number: 50670069463VM690ML91;</li> <li>c. date of incorporation: 20 November 2023;</li> <li>d. registered office: Landis + Gyr-Strasse 1, 6300 Zug, Switzerland; legal form and law under which it operates: limited liability company (<i>Gesellschaft mit beschränkter Haftung, GmbH</i>) organized under the laws of Switzerland; phone number of its registered office: +41 41 524 00 24; website: <a href="https://oilxcoin.io">https://oilxcoin.io</a>. The information on the website is not an integral part of the prospectus, unless incorporated by reference into the prospectus;</li> <li>e. No recent events particular to the Issuer are to a material extent relevant to an evaluation of the Issuer's solvency;</li> <li>f. the Issuer does not currently intend request a credit rating.</li> </ul>	
<b>2.1.1</b>	<b>Material changes in the Issuer's borrowing and funding structure</b>
The Issuer has issued a number of NFTs to investors, which most notably provide such investors with the rights to obtain OilXCoins at their issuance (subject to a vesting period), and to be paid	

a portion of the native transaction fees levied on transfers of OilXCoins. As of 30 December 2024, the Issuer has raised proceeds amounting to approximately USD 1,407,974.75. The Issuer may also obtain loans from third parties.

## **2.1.2 A description of the expected financing of the Issuer's activities**

### *Financing sources*

The Issuer expects to finance its operations through the sale of OilXCoins, NFTs and the collection of native transaction fees on transfers of OilXCoins. The Issuer may also obtain loans from third parties and/or issue new equity to current or new investors.

### *Existing equity*

The existing equity of the Issuer amount to CHF 20,000. DeXentra GmbH, as a limited liability company, is intending to be converted into a stock corporation (*Aktiengesellschaft, AG*) in Q1 of 2025, with the share capital to be increased to CHF 100,000.

### *Estimated proceeds from OilXCoin offering*

The Issuer, as a start-up with a novel business model and unique selling proposition, lacks direct comparability with other issuers of similar financial products. Consequently, the validation of gross proceed estimates based on precedents is not possible.

DeXentra projects gross proceeds from the offer under the Prospectus of USD 10,000,000 by December 31, 2025, with net proceeds (after considering the costs of the offering) amounting to approximately USD 9,500,000.

## **2.2 Business overview**

OilXCoin operates under a distinctive business model strategy that offers sustainable value by integrating the robust traditional petroleum industry with the cutting-edge potential of blockchain technology. This model is intended to deliver continuous economic stability and growth, with limited exposure to external market conditions, thereby providing multiple layers of financial security through tokens linked to tangible real world assets and diversified revenue streams.

The company secures access to natural gas and crude oil reserves through competitive contractual agreements, such as pledge agreements and joint ventures. Known as "Gas-in-Place" (GIP) and "Oil-in-Place" (OIP), these resources are strategically extracted and sold over an extended duration—typically between 10 to 20 years. DeXentra intends to perform investments in advanced technologies such as Nitrogen (N<sub>2</sub>) and Carbon Dioxide (CO<sub>2</sub>) injection and additional extraction infrastructure increase production volumes while minimizing environmental impact. Sales are intended to prioritize local refineries to optimize the regional CO<sub>2</sub> footprint, and the majority of generated funds are reinvested into expanding operational capacity.

As of November 2024, the Issuer (or a subsidiary) has entered into escrow agreements related to the acquisition of working interests in leases relating to an estimated 275,716 barrels of audited Oil-in-Place (due to the current build out of these leases this amounts to a total P90 volume of 59,832 barrels); the acquisition of the working interests is subject to the payment of the purchase price by the Issuer (or the subsidiary). An additional 2.47 million barrels in total P90 volume are subject to an MOU, with the acquisition of the oil field's working interests being subject to certain capital contributions by a subsidiary of the Issuer. DeXentra will periodically publish updated numbers on its website.

DeXentra's investments and operations are further funded through the sale of NFTs, Tokens, and the collection of transaction fees via the Ethereum blockchain using the OilXCoin smart contract. A transaction fee of 0.75% is applied to each operation (subject to certain exemptions set out in the OilXCoin's Terms and Conditions), with a minimum of 70% of the proceeds being allocated to DeXentra. DeXentra may also perform treasury operations on OilXCoins on exchanges, which may also ensure the liquidity of the OilXCoin and be an additional source of funding for the company.

This business model not only enhances financial confidence for investors by allowing the business to generate value from multiple sources but it also creates synergies that bolster overall business resilience and growth potential. OilXCoin thus provides a stable, innovative investment opportunity in both the traditional energy and digital asset markets, ensuring long-term value generation and robust investment security.

### **2.2.1 Principal activities**

#### **a. Strategic objectives:**

Core to DeXentra's OilXCoin strategy is that the Token serves as the principal conduit for economic returns generated by the company's assets and operations. Unlike traditional equity investments, Holders of OilXCoins will have claim against the Issuer relating to the company's assets. The proceeds from ongoing operations will be channeled into supporting the value and functionality of OilXCoin (see 9.1., "The OilXCoin business model").

In this context, it is the primary strategic goal to continually and sustainably increase the value of the Token through the continued acquisition and management of oil and gas leases as well as the regulatory, technical and market-fit product development of the OilXCoin as a crypto security.

The value proposition of the OilXCoin is based on three components:

- Gas-In-Place (GIP) and Oil-In-Place (OIP) reserves which provide a very robust line of defense against potential falling token prices and, through the continual reinvestment strategy in both more production infrastructure and further reserves, a continually increasing base value line.
- The sale of oil and gas extracted from GIP and OIP reserves to service providers further down their supply chains, as well as DeXentra's potential involvement in these supply chain by the possible provision of other products and services in addition to extraction and commodities sales.
- Dynamic treasury and reserve management enabled by native transaction fees, which will provide a stream of OilXCoins that the Issuer will be able to sell to raise capital and finance the acquisition of oil-and-gas-related assets and investments.

The combination of these three components defines a key differentiating factor towards other existing financial instruments, such as stock in oil & gas companies (who do not have the crypto aspect of the native transaction fee and access to the crypto investment community) through to stable coins pegged to commodities (which do not encompass the value chain component).



In this context, OilXCoin is strategically positioned to appeal to the crypto investment community, in particular those who are looking for alternatives to many of the current offerings, as OilXCoin is a Token with real-world asset (RWA) backing.

Simultaneously, with its oil & gas asset foundation, OilXCoin also speaks to more traditional investors who are looking for an entry point into crypto, whilst maintaining the confidence building aspect of a regulated security.

The building of trust and creditability, fostering of engagement, driving adoption and advocacy and expansion are the step-by-step aspects that OilXCoin is pursuing to promote the success of the Token.

This security is in principle offered to the public throughout the EEA and Switzerland. Initially, the following main target markets are intended: Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain and Sweden. Further notifications within the EEA may be submitted at a later date. Thereafter, DeXentra intends to initiate the same process with the United States Securities and Exchange Commission (SEC) with the intention to gain a similar approval. In parallel and subsequently, DeXentra will consider whether to strategically pursue approvals in jurisdictions with a high number of crypto investors and/or a significant portion of the population having a neutral to positive disposition towards the oil & gas industry.

Due to the dynamically evolving global regulatory landscape, DeXentra will actively realign this rollout strategy based on significant developments in this space.

From an asset perspective, OilXCoin has a strategy to focus solely on the commodities of oil & gas and their respective upstream value chains. Here the intent is to expand the Issuer's oil & gas portfolio by judiciously acquiring underdeveloped, primarily conventional, oil and gas leases which can be more thoroughly developed and optimized over time. Underdeveloped assets include those with infill drilling opportunities in already delineated pay horizons, fields with bypassed pay behind pipe and reservoirs in which EOR technologies can create significant upside potential. This low risk, proactive approach is central to OilXCoin's focus on enhancing oil recovery across a diverse range of geographical locations. Simultaneously, by focusing on using existing wells.

The respective leases for these reservoirs should sit in the strategic corset defined by the fact that conventional production methods are to be pursued (e.g. as opposed to unconventional methods such as fracking) and that the leases are located in jurisdictions with a conducive environment for oil & gas activities, a robust legal system and, where possible, locally based refineries and downstream buyers to reduce the CO2 footprint.

#### **b. Oil and Gas:**

DeXentra adopts a strategic and systematic approach to identify and secure leases in both various jurisdictions and geological formations, aiming to diversify and strengthen the company's portfolio.

The contemplated activities of the Issuer may include:

- Developing a strategic roadmap to guide lease acquisition in line with corporate goals.
- Comprehensive evaluating of potential leases, examining factors such as historical production data, existing infrastructure, bypassed pay potential, Enhanced Oil Recovery (EOR) applicability and long-term output potential, ensuring alignment with the strategic roadmap.
- In the framework of a due diligence, pre-acquisition, assessing of leases as to their value and upside potential by reviewing available field data.
- Analysis and evaluating of historical production data of the leases to assess their past performance and future potential. This analysis assists in identifying assets with a proven track record and those that offer promising opportunities for enhancement.
- Assessing of recoverable oil and gas volumes in order to focus on the suitability to implement state-of-the-art EOR techniques, such as CO<sub>2</sub>/N<sub>2</sub> injections, to maximize oil recovery and extend the productive life of the wells.
- Ensuring of clear and unencumbered titles to the leases thorough legal scrutiny to confirm clear titles, mitigating legal and operational risks associated with lease ownership.
- Negotiating rights to specific leases through various contractual agreements, such as escrow agreements, purchase and sale agreements and joint ventures, at highly competitive prices.
- In cases where Joint Venture Agreements are pursued, seeking of partners who share a commitment to innovative production methods and environmental stewardship. These partnerships are structured to ensure mutual benefits, with a focus on leveraging each party's strengths to enhance production efficiency and sustainability.
- Emphasizing on vetting and working with highly skilled operators to ensure that all operational aspects, from drilling to production, are executed with expertise and efficiency.
- Ensuring that the selected leases and the planned EOR methods comply with all relevant environmental regulations and industry standards. This includes obtaining necessary permits and approvals for the implementation of EOR techniques.
- Conducting rigorous quality management and monitoring and reserve audits by independent third parties to maintain high standards of operation, efficiency and performance of the implemented technologies.
- Where possible, selling of the extracted natural gas and crude oil to local refineries, prioritizing regional consumption to reduce the carbon footprint associated with transportation. This localized supply chain approach aligns with OilXCoin's commitment to environmental stewardship and sustainable practices.
- Periodic evaluating of the economics of each asset to make informed divestiture decisions. If underperforming assets can be turned around, it may be more valuable to the company to divest at high multiples and purchase new underdeveloped assets at lower multiples.

Tokens held by DeXentra may also serve as collateral for scenarios where DeXentra intends to directly secure oil and gas leases through funds provided from select third party investors as

opposed to revenues derived from the execution of the business model. Said select investors would participate in a model whereby they benefit from the Token's value appreciation or are entitled to a fixed interest rate or a combination of both components. This model is to be implemented restrictively and focuses on direct investments exceeding USD 1 million.

In due course, DeXentra will explore opportunities to acquire leases in further countries which have a similar positive disposition, robust legal system and commercial environment to facilitate the diversification of the portfolio. Leases and projects within the United States will, due to the above-described situation, continue to hold an overweighted position in the DeXentra portfolio in the coming years.

DeXentra will also deploy cutting-edge EOR (enhanced oil recovery) technologies, radial drilling and nano-surfactants to increase recovery factors from existing wells. Wells reaching the end of their productive life in their currently completed pay horizons will be assessed for bypass pay potential. This evaluation focuses on the possibility of recompleting existing wells to access oil and gas in zones that have not yet been exploited and thus reduces costs associated with new exploration. This phenomenon often exists as hydrocarbon-bearing zones were not tapped during the initial drilling operations, often because they were either unnoticed or deemed non-commercial at that time and through the use of advanced proprietary technologies like improved seismic imaging, drilling techniques, and enhanced recovery methods, to which DeXentra has access, can make previously bypassed pay zones viable targets.

These technologies are expected to not only provide a competitive advantage in asset development and create opportunities to do so whilst optimizing the environmental impact, it will also allow more rapid evaluation of potential acquisitions.

### **c. Digital Assets:**

The OilXCoin represents the vehicle through which investors can directly participate in the development of the Issuer.

OilXCoins will initially be recorded on the Ethereum blockchain. In the future, DeXentra intends to explore the possibility of having the OilXCoins recorded on other distributed ledgers, such as Base. If so, DeXentra plans to set up "bridges" smart contracts to allow Holders to transfer OilXCoins on such additional distributed ledgers.

Activities may include:

- Maintaining a strategic roadmap for the Token's technical development.
- Continual development of OilXCoin's internet site to further improve product accessibility (this may include fiat on ramps, wallet integration, payment systems, etc.).
- Product understanding and context (through the provision of dashboard features).
- Implementation of additional digital product features to increase product attractiveness (this may include compatibility with additional blockchains).
- Where permitted from a regulatory perspective, possible creating of digitally supported reward programs to promote the reach of the digital assets.

The Issuer has issued a number of NFTs to investors, which most notably provide such investors with the rights to obtain OilXCoins at their issuance (subject to a vesting period), and to be paid a portion of the native transaction fees levied on transfers of OilXCoins.

**d. Overarching activities:**

In addition to oil & gas specific (b) and digital assets activities (c), the following over-arching activities are core to implementing the OilXCoin strategy and may include:

- Continual monitoring of market developments (oil & gas, crypto and specifically OilXCoin) to adapt strategies as required.
- Active risk management to identify and mitigate potential negative issues.
- Creating and rolling out of international marketing strategies using both traditional marketing methods and channels and also dynamic crypto marketing with a strong focus on scalable social media marketing and community management.
- Strategic partnerships with technology innovators in the oil & gas space (e.g. unique tools and materials for drilling, production optimization, minimizing environmental impact, etc.), the crypto space (e.g. exchanges, blockchains, fintechs, etc.) will be pursued.
- Managing treasury functions to optimize financial resources across fiat and cryptocurrency spectra, mitigating associated risks.
- Ensuring strategies comply with the regulations of the jurisdictions in which the company operates.
- Periodically, third party auditors will be brought in to perform spot audits and report to the Board on any gaps or deficiencies.
- Generating and submitting of annual reports and 10-K's to the appropriate financial authorities and regulatory agencies and posted on the OilXCoin website for investor review.

In accordance with OFAC, sanctioning lists issued by Switzerland, the EU and the other jurisdictions in which OilXCoin is active, DeXentra has implemented clear measures to prohibit that the company engage in direct business with any listed natural or legal persons contained in said lists.

The activities described under (a), (b), (c) and (d) represent key elements of the Issuers' operations and are not exhaustive. They demonstrate the commitment to prudent management and strategic growth in both the upstream oil and gas lease industry and the cryptocurrency sector.

**2.2.2 Principal markets**

The initially secured oil & gas leases in escrow are located in the United States. The U.S. has been selected due to the positive business and legal environment surrounding oil and gas production and the structure of oil & gas reserve ownership, spanning from very small to large, allowing for a high level of fit depending on DeXentra's requirements at the time of acquisition. Furthermore, in the U.S. there is currently a general shortage of funding available for small to mid-size lease owners involved in conventional activities providing DeXentra with a very positive supply and demand position to secure leases and provided the necessary financing. In the future, DeXentra also expects to carry out its business activities in other jurisdictions, such as in Central Africa and the Caribbean region.

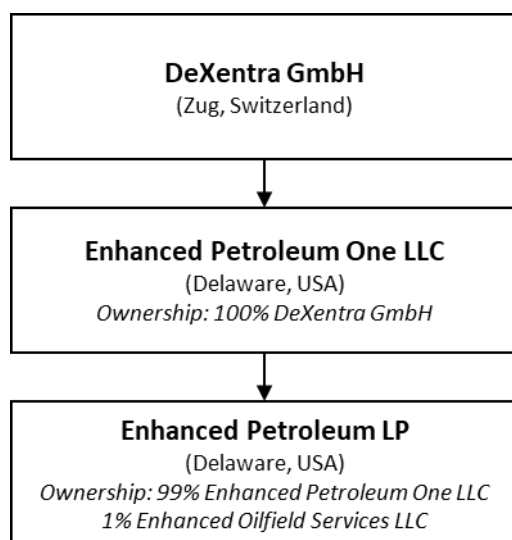
### *Security Offering – Target Markets*

This security is in principle offered to the public throughout the EEA and Switzerland. Initially, the following main target markets are intended: Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain and Sweden. At a later date, further notifications within the EEA may be submitted, and additional offerings and placement in other jurisdictions may be considered.

To the extent required under the applicable law, DeXentra intends to also pursue regulatory approvals in Switzerland, the United States and other key markets.

## **2.3 Organizational structure**

2.3.1 As of the date of this Prospectus, the DeXentra Group is currently composed of DeXentra GmbH, the principal corporate entity based in Zug, Switzerland, and two operational subsidiaries incorporated in Delaware, USA: Enhanced Petroleum One LLC and Enhanced Petroleum LP.



DeXentra GmbH will serve as the nerve center for the Group as it grows, overseeing critical strategic and select operational functions. Its responsibilities encompass setting the overarching company direction and ensuring robust corporate governance. This includes the management of major financial decisions, which are crucial for sustaining growth and maintaining financial health. Strategic oversight of compliance and global risk management also falls under the purview of the headquarters, ensuring that all group activities adhere to international and local regulations while mitigating potential risks.

The Issuer currently expects that quotaholders of DeXentra GmbH will vote to convert DeXentra GmbH into an *Aktiengesellschaft* (AG), with such conversion being expected to take effect in Q1 2025.

In addition to these core responsibilities, DeXentra GmbH handles branding and marketing to maintain a coherent and powerful brand image globally. It sets standards and develops IT solutions that support the group's operations worldwide.

	<p>Furthermore, all product conception, development, and ownership are centralized at the headquarters, facilitating innovation and consistency across the product lifecycle.</p> <p>To streamline operations, DeXentra GmbH has commenced the dissolution of Enhanced Petroleum LP. DeXentra GmbH's operational company in the United States will continue to be Enhances Petroleum LLC which focuses primarily on executing local operations. This entity is responsible for the day-to-day operational tasks including managing production and growth within oil and gas partnerships, quality assurance, local compliance and legal management, which are tailored to meet the specific regulatory requirements of the United States. Financial management at the subsidiary level is closely aligned with the strategic frameworks set by DeXentra GmbH, allowing for localized financial planning and execution that support overall corporate objectives. Customer support is also managed locally to ensure responsiveness and a high level of service adapted to the needs of regional markets.</p>
2.3.2	There are no dependencies on other companies within the group.
<b>2.4</b>	<b>Trend information</b>
2.4.1	<p>No financial information has been published yet by the issuer. Furthermore:</p> <ul style="list-style-type: none"> <li>- there has been no material adverse change in the financial or earnings position of the Group since the end of the last reporting period;</li> <li>- there has been no significant change in the financial performance of the issuer since the end of the last reporting period.</li> </ul>
<b>2.5</b>	<b>Profit forecasts or estimates</b>
	The Issuer does not include any profit forecasts or estimates in the prospectus.

<b>SECTION 3 - RISK FACTORS</b>		
<i>The purpose of this section is to describe the main risks faced by the issuer and their impact on the issuer's future performance.</i>		
<b>Risk</b>	<b>Risk category</b>	<b>Risk level</b>
<b>Risk 1:</b> The Issuer is an early-stage company with no operating history or historical financial information	Issuer-specific	High
<b>Risk 2:</b> Price fluctuations of crude oil and natural gas can impact the Issuer's business and the value of the Tokens	Market	High
<b>Risk 3:</b> Geopolitical developments may affect logistics and supply chains, strategic mid- and long-term demand for oil & gas and other critical aspects affect the value of the Token	Market	High
<b>Risk 4:</b> Geological uncertainty with respect to exploration brings the risk of drilling unproductive wells and the possibility of false assumptions with respect to total amount of recoverable oil and gas	Operational	High
<b>Risk 5:</b> Buildout and production risks may lead to decreases in production volumes	Operational	High
<b>Risk 6:</b> Legislative and regulatory changes may impact the Issuer's business activity	Legal and regulatory	High
<b>Risk 7:</b> The financial statements of the Issuer may not be audited	Issuer-specific	Medium
<b>Risk 8:</b> Activities in emerging markets present additional risks	Operational	Medium
<b>Risk 9:</b> The Issuer may not be required to reinvest all of the proceeds from its activities	Issuer-specific	Medium

<b>Risk 10:</b> Reservoir mismanagement can impact volumes of oil-in-place and gas-in-place	Operational	Medium
<b>Risk 11:</b> Acquisition of leases with previous and often unclear historical obligations can lead to significant negative impact on the assets business case	Legal and regulatory	Medium
<b>Risk 12:</b> Loss of key suppliers / service providers may affect the Issuer's oil and gas operations	Operational	Medium
<b>Risk 13:</b> A false timing with respect to the financial evaluation of oil & gas assets may affect the achieving of the business case targets	Issuer-specific	Medium
<b>Risk 14:</b> Environmental hazards may negatively affect both the reputation and the Issuers' finances	Operational	Medium

<b>3.1</b>	<p><b>Risk 1: The Issuer is an early-stage company with no operating history or historical financial information</b></p> <p>The Issuer is an early-stage company founded in 2023 and has no operating history or historical financial information. This makes it difficult for investors to evaluate the Issuer's business and future prospects. The Issuer's success will depend in part on its ability to deal with the problems, expenses and delays frequently associated with establishing a new business venture, and specifically in the oil and gas industry, which is a highly competitive and capital-intensive field.</p> <p>Although the Issuer's management has significant experience in the area of oil exploration, the past performance of the management is no indication of its ability to continue to successfully manage the Issuer. If the experience of the management is inadequate or unsuitable, the operations of the Issuer may be adversely affected.</p> <p>The Issuer can make no assurances that it will be successful in addressing these risks, and the failure to meet these challenges could have a material adverse effect on the performance of the Issuer, the value of the Tokens and your investment.</p> <p>The Issuer is a startup, and investments in startups involve a high degree of risk. Financial and operating risks confronting startups are significant, and establishing new operations brings a significant number of challenges. The oil and gas industry in which the Issuer competes is highly competitive and the percentage of new entrants that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. Failure to overcome such problems may mean that the Issuer will not be able to successfully operate its business activities in the field of oil and gas, and it is possible that the Tokens may not be minted. Even if the Issuer is successful in operating and extracting oil and gas, it may not be able to operate at a profit, which may affect the long-term viability of the Issuer and the value of the Tokens.</p> <p>It is possible that, due to any number of reasons, including, but not limited to, failure to successfully extract oil and gas, unfavorable market prices for oil and gas, the</p>
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	<p>inability by the Issuer to establish a viable financial ecosystem for the utility of the Tokens, the failure of commercial relationships, or regulatory issues, the Issuer may no longer be viable to operate, and may dissolve or take actions that result in a dissolution event.</p> <p><b>Risk 2: Price fluctuations of crude oil and natural gas can impact the Issuer's business and the value of the Tokens</b></p> <p>Relevant Assets will be used to conduct the business activities of the Issuer in the oil and natural gas sector. The value of the Relevant Assets (and indirectly that of the Tokens) is therefore expected to be correlated, to an extent, to the price of crude oil and natural gas. In addition, in the event of a price drop affecting crude oil or natural gas, the revenues derived from the Relevant Assets by the Issuer should be expected to decrease, thereby affecting the Issuer's ability to reinvest the proceeds from its activities by acquiring new or improving existing Relevant Assets. If new Relevant Assets are not acquired, and if existing Relevant Assets are not improved, the value of the Tokens may cease to increase or even decrease.</p> <p><b>Risk 3: Geopolitical developments may affect logistics and supply chains, strategic mid- and long-term demand for oil &amp; gas and other critical aspects affect the value of the token</b></p> <p>Armed conflicts, embargos, sanctions, pandemics, disasters or accidents in locations such as canals, can very quickly lead to significant disruptions in the oil &amp; gas sector potentially going as far as to impact the not only short-term demand but also mid- to long-term demand through jurisdictions reprioritizing their energy sources, changing tax regimes, or even the opinion of the general public on the use of oil &amp; gas for various applications. These factors may impact the Issuer's business, the value of the Relevant Assets and of the Tokens.</p> <p><b>Risk 4: Geological uncertainty with respect to exploration brings the risk of drilling unproductive wells and the possibility of false assumptions with respect to total amount of recoverable oil and gas</b></p> <p>Due to the nature of oil-in-place and gas-in-place reservoirs, geological uncertainty can lead to an adjustment of reservoir volumes and other risks such as drilling unproductive wells. Any downward adjustment of previous oil-in-place or gas-in-place assessments or increase in exploration costs will negatively affect the OilXCoin's business activities and the value of the Relevant Assets and may negatively affect the value of the Tokens.</p> <p><b>Risk 5: Buildout and production risks may lead to decreases in production volumes</b></p> <p>Ensuring the timely completion of oil production projects requires precise management of cash flows, adequate contingency reserves and the use of methods and techniques (such as EOR) to efficiently manage and expedite oil production in</p>
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	<p>an effort to boost near term production and long-term recovery factors. Negative project developments may lead to a decrease in Token value.</p> <p><b>Risk 6: Legislative and regulatory changes may impact the Issuer's business activity</b></p> <p>The oil and gas industry is subject to extensive and complex regulatory frameworks at both the national and international levels. These regulations can change frequently and significantly, and such changes may have a material impact on the Issuer's business, financial condition, and results of operations.</p> <p>The Issuer's strategy to expand into multiple jurisdictions, including the U.S. and other regions, exposes it to a variety of regulatory environments. Inconsistent or conflicting regulations across these jurisdictions – including environmental regulations – could create legal and operational challenges, including the need for additional compliance measures and the risk of regulatory enforcement actions.</p> <p><b>Risk 7: The financial statements of the Issuer may not be audited</b></p> <p>The Issuer's financial statements may not be audited by an independent auditing firm. Under Swiss law, the Issuer may not be under an obligation to have audited financial statements, and the Issuer's quotaholders have so far elected not to have its financial statements audited.</p> <p>Even if the Issuer produces audited financial statements, such financial statements may not be established pursuant to U.S. GAAP, IFRS or similar standards, but may instead be established pursuant to the Swiss Code of Obligations. Such financial statements are not required to give a "true and fair view" of the relevant company and may not provide as much transparency or may not provide a comprehensive view of the company, compared to other accounting standards.</p> <p><b>Risk 8: Activities in emerging markets present additional risks</b></p> <p>The Issuer's operations and investments in developing countries and emerging markets, including regions in Central Africa and the Caribbean, expose its business to a range of risks that may not be present or as significant in more developed markets. These risks include political instability, economic volatility, and regulatory uncertainty. Political instability can lead to changes in government policies, expropriation of assets, and disruptions in operations, which could adversely affect the company's ability to secure and develop oil and gas leases. Economic volatility, such as fluctuations in currency exchange rates and inflation, can impact the cost of operations and the value of the company's assets and revenues. Additionally, regulatory frameworks in these regions may be less developed or subject to frequent changes, which could result in compliance challenges and increased operational costs. These factors could collectively undermine the financial performance and stability of the Issuer, potentially leading to lower returns for investors.</p>
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	<p><b>Risk 9: The Issuer may not be required to reinvest all of the proceeds from its activities</b></p> <p>Under the OilXCoin Terms, the Issuer is not required to reinvest all the net proceeds of its activities in the oil and gas sector. If the proceeds of these activities are not reinvested by acquiring Relevant Assets (as defined in the OilXCoin Terms), the Holders will not benefit from these proceeds.</p> <p><b>Risk 10: Reservoir mismanagement can impact volumes of oil-in-place and gas-in-place</b></p> <p>Previous reservoir mismanagement can lead to an adjustment of previously audited reservoir volumes, an increase in production costs, or a decrease in the overall efficiency and reliability of operations. Such mismanagement may have resulted in suboptimal extraction techniques, inadequate maintenance, or environmental issues that could reduce the recoverable volumes of oil and gas. Consequently, this could negatively affect the economic returns from the company's assets, which are directly linked to the volumes of Oil-in-Place (OIP) and Gas-in-Place (GIP) and the efficiency of their extraction and sale, and, in turn, the Tokens.</p> <p><b>Risk 11: Acquisition of leases with previous and often unclear historical obligations can lead to significant negative impact on the assets business case</b></p> <p>Due to cases where they have been frequent transfer of leases, in particular in locations such as Kansas with a very long history of oil exploration and production, the acquisition of these leases may come with significant and often unclear historical obligations. These obligations can include environmental liabilities, royalty disputes, and other contractual issues that may not be fully documented or resolved. If the Issuer fails to identify and address these obligations during the due diligence process, it could result in unexpected costs, legal disputes, and operational delays, which could negatively affect the financial performance and value of the acquired assets. This risk is heightened in jurisdictions with less stringent regulatory oversight and where historical records may be incomplete or difficult to verify.</p> <p><b>Risk 12: Loss of key suppliers / service providers may affect the Issuer's oil and gas operations</b></p> <p>The Issuer relies heavily on third-party suppliers and service providers for auditing, exploration, extraction, storage, transportation, maintenance, etc. Should said partners no longer be able to fulfil their contractual obligations, this may result in delays or decreases in the Issuer's business activities. Such decrease should be expected to affect the Issuer's ability to reinvest the proceeds from its activities by acquiring new or improving existing Relevant Assets. If new Relevant Assets are not acquired, and if existing Relevant Assets are not improved, the value of the Tokens may cease to increase or even decrease.</p>
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	<p><b>Risk 13: A false timing with respect to the financial evaluation of oil &amp; gas assets may affect the achieving of the business case targets</b></p> <p>Due to the cyclical nature of oil and gas prices, investment and operational decisions are strongly influenced by changes in the market, this can lead to an erosion of business case profitability which in turn can affect the value of the Tokens.</p> <p><b>Risk 14: Environmental hazards may negatively affect both the reputation and the Issuers' finances</b></p> <p>Drilling, production and transportation can potentially lead to environmental hazards, such as oil spills or water contamination. These risks can be mitigated through the use of techniques such as low-impact drilling or safe production enhancement chemicals, however, incidents can still occur and both the financial costs of addressing the situation plus possible reputational repercussions can lead to negative impact on the value of the Tokens.</p>
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SECTION 4 – CORPORATE GOVERNANCE	
<i>This section shall explain the issuer's administration and the role of the persons involved in the management of the company.</i>	
<b>4.1</b>	<b>Administrative, management, and supervisory bodies and senior management</b>
<b>4.1.1</b>	<p><b>Manager:</b>  <b>Johannes Bitschnau Kuri (CEO):</b>  As the creator of the original OilXCoin concept and founder of DeXentra, Johannes Bitschnau Kuri oversees DeXentra's oil and gas investment activities and plays the leading role in investor relations and sales. He brings decades of on-the-ground experience from both the petroleum and renewable energy industries with a particular focus on the United States and Europe. Previously holding the position of managing director, he has overseen numerous investment rounds for multimillion-dollar projects within these sectors. He has been intensively active in the crypto investment space since its early days having gained a very thorough understanding of the concepts and investment models available to date.  <i>Business address:</i> Landis + Gyr-Strasse 1, 6300 Zug</p> <p><b>Key personnel:</b>  <b>Dave Rademacher (Head of Strategy):</b>  As the Head of Strategy of DeXentra, Dave Rademacher leads the strategic, growth and marketing aspects at OilXCoin. He is a former VP and Managing Director from one of the world's strongest premium brands where he managed global organizations and steered 10-digit annual budgets. He has attended universities in North America and Europe, where he pursued studies in business, IT, and environmental studies. With extensive residence and professional engagements across four continents, and a wealth of startup involvement spanning over a decade, his primary aim lies in accelerating the company's sustainable global expansion.  <i>Business address:</i> Landis + Gyr-Strasse 1, 6300 Zug</p> <p><b>Glenn McColpin (Head of Oil and Gas):</b></p>

	<p>As the Head of Oil and Gas and CEO for DeXentra's U.S. subsidiary, Enhanced Petroleum One LP, Glenn McColpin is responsible for the company's oil &amp; gas activities. With over 35 years of experience in oil &amp; gas from the early days of LWD (Liner Drilling with Casing While Drilling) to building and managing the world's premier fiber optic sensing business focusing on real-time imaging of hydraulic fracture treatments, leaks and production profiling. He has successfully negotiated and closed multiple, key technology acquisitions and worked with multiple medium and large sized O&amp;G operators on organizational optimization, technology implementation, and change management. With a degree in petroleum engineering, he also specializes in environmentally and cost-effective enhanced oil recovery (EOR) techniques.</p> <p><i>Business address:</i> c/o Harvard Business Services, Inc., 16192 Coastal Hwy, 19958 Lewes, DE, United States of America</p> <p><b>Mario Ammann (Head of Technology):</b></p> <p>As the Head of Technology of DeXentra, Mario Ammann oversees all digital aspects within the company from products through to enablers. He brings best-in-class product development skills where he is prolific in over a dozen programming languages and databases. With degrees in Software &amp; IT Engineering and first-hand entrepreneurial business experience, he grasps how to navigate the challenges of developing intricate digital products.</p> <p><i>Business address:</i> Landis + Gyr-Strasse 1, 6300 Zug</p>
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<b>SECTION 5 - FINANCIAL INFORMATION AND KEY PERFORMANCE INDICATORS (KPIs)</b>	
<i>This section shall provide historical financial information by disclosing the issuer's financial information and KPIs.</i>	
<b>5.1</b>	<b>Historical financial information</b>
5.1.1	The Issuer was incorporated on 20 November 2023 and has applied for an extended first business year until 31 December 2024 according to § 76 para. 3 of the Zug Cantonal Tax Act. For this reason, there is no historical financial information available at the date of this Prospectus. However, the Issuer applies the Swiss national law accounting standard for bookkeeping and accounting purposes.
5.1.2	Change of accounting reference date
	The accounting reference date of the Issuer is 31 December. The Issuer has elected to apply an "extended" first business year and to close its first business year as per 31 December 2024 according to § 76 para. 3 of the Zug Cantonal Tax Act.
5.1.3	Accounting Standards
	The financial statements are drawn up in accordance with Swiss national law (Art. 957-963b OR).
5.1.4	Change of accounting framework
	The accounting framework or standard has not been changed since the incorporation of the Issuer.
5.1.5	The financial statements of the Issuer, that will be prepared as per 31 December 2024 for the first time, will be drawn up in accordance with Swiss national law and according to the accounting framework provided in Art. 957-963b OR and will include a balance sheet, income statement, the accounting policies and explanatory notes.
5.1.6	Consolidated financial statements

	The Issuer does not prepare consolidated financial statements as it is not required according to art. 963a OR.
5.1.7	Age of Financial Information
	The provisions concerning the acceptable age of financial information are not applicable as the Issuer was just incorporated on 20 November 2023 and has applied for an extended first business year until 31 December 2024 according to § 76 para. 3 of the Zug Cantonal Tax Act.
<b>5.2</b>	<b>Interim and other financial information</b>
5.2.1	The Issuer does not publish interim financial information.
<b>5.3.</b>	<b>Auditing of historical annual financial information</b>
5.3.1	According to art. 727 and 727a OR, the Issuer is currently not required to have its annual financial information being audited. The requirements for an ordinary audit (Art. 727 OR) are not met and the limited audit ( <i>eingeschränkte Revision</i> ) was waived by all shareholders.
5.3.2	This section is not applicable as there is no audit (see above).
5.3.3	There is no financial information in the registration document that is not extracted from the Issuer's audited financial statements.
<b>5.4</b>	<b>Key Performance Indicators ('KPIs')</b>
5.4.1	The Issuer does not publish Key Performance Indicators.
<b>5.5</b>	<b>Significant change in the Issuer's financial position</b>
	<p>The Issuer was incorporated on 20 November 2023 with a share capital and cash, respectively of CHF 20,000. Thereafter, a turnover of approx. USD 1,300,000 was generated by the Issuer from the sale of NFT and reservations for future allocation of OilXCoins (SAFT Agreements). The funding was used as follows: (1) granting a loan to the wholly owned subsidiary of the Issuer (US LLC) to cover its operational expenses in the amount of approx. USD 250,000; (2) legal expenses of the Issuer approx. USD 470,000; (3) marketing expenses of the Issuer approx. USD 250,000; (4) information technology, including server and hosting expenses, approx. USD 95,000; (5) Banking/KYC/AML expenses, approx. USD 60,000; (6) infrastructural expenses, approx. USD 40,000.</p> <p>DeXentra GmbH, as a limited liability company, is intending to be converted into a stock corporation (<i>Aktiengesellschaft</i>) in Q1 2025, with the share capital to be increased to CHF 100,000.</p>

<b>SECTION 6 - SHAREHOLDER AND SECURITY HOLDER INFORMATION</b>	
<i>This section shall provide information on the issuer's major shareholders, the existence of potential conflicts of interest between senior management and the issuer, the issuer's share capital as well as information on related party transactions, legal and arbitration proceedings and material contracts.</i>	
<b>6.1</b>	<b>Major shareholders</b>
6.1.1	<p>As of the date of this prospectus, the Issuer had an issued and registered quota capital of CHF 20,000.00, divided into 200,000 quotas with a par value of CHF 0.10 each. The quotaholders vote at the quotaholders' meeting in proportion to the total par value of the quotas they hold, unless provided otherwise under the Issuer's Articles of Association or Swiss law.</p> <p>DeXentra GmbH is structured with the following ownership percentages among its key stakeholders:</p>

	<ul style="list-style-type: none"> <li>- Johannes Bitschnau Kuri: 56%</li> <li>- Mario Ammann: 34%</li> <li>- Christoph Schmuck: 10%</li> </ul> <p>DeXentra GmbH currently expects that key personnel members as well as a third-party investor may acquire equity in the company, with such acquisition being expected to close in Q1 2025, although there is no guarantee that any investment in DeXentra GmbH by a third party will indeed materialize.</p> <p>As of the date of this Prospectus, the Issuer does not hold any of its own quotas.</p>
6.1.2	The Issuer is not aware of any agreements the exercise of which could at a later date result in or prevent a change in the Issuer's control.
<b>6.2</b>	<b>Legal and arbitration proceedings</b>
6.2.1	The Issuer may, from time to time, be party to legal proceedings and investigations arising in the ordinary course of its business operations. Currently, the Issuer is not involved in any pending or threatened court, arbitral or administrative proceeding or other legal matter which the Issuer expects, if decided against it, to have a material adverse impact on its financial condition or results of operations.
<b>6.3</b>	<b>Administrative, Management and Supervisory bodies' and Senior Management's conflicts of interests</b>
6.3.1	<p>Members of the Issuer's management maintain external business interests that may be engaged by DeXentra. Such arrangements could give rise to conflicts of interest if management members influence or direct transactions for personal or associated business benefit.</p> <p>Surgitech Inc. may supply goods or services to enhance production of oil and gas leases owned by DeXentra, its affiliates or their production partners. Glenn McColpin, Head of Oil and Gas of the Issuer, is also the CEO and partial owner of Surgitech Inc.</p> <p>Additionally, members of the Issuer's management are planning to establish a separate venture in the UAE, which may receive a Token loan from the Issuer with the intention of trading and/or creating liquidity pools.</p>
<b>6.4</b>	<b>Material contracts</b>
6.4.1	The issuer has not entered into material contracts yet.
<b>SECTION 7 - DOCUMENTS AVAILABLE</b>	
7.1	The current Articles of Association of DeXentra GmbH will be made available on <a href="https://oilxcoin.io/">https://oilxcoin.io/</a> .

## V. SECURITIES NOTE

### EU GROWTH PROSPECTUS SECURITIES NOTE FOR NON-EQUITY SECURITIES

(according to Annex 27 of the Delegated Regulation (EU) 2019/980)

<b>SECTION 1 - PURPOSE, PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL</b>	
<i>This section shall provide information on the persons who are responsible for the content of the EU Growth securities note. The purpose of this section is to provide comfort to investors on the accuracy of the information disclosed in the prospectus. In addition, this section provides information on the interests of persons involved in the offer, as well as the reasons of the offer, the use of proceeds and the expenses of the offer. Moreover, the section provides information on the legal basis of the EU Growth securities note and its approval by the competent authority.</i>	
<b>1.1</b>	<b>Responsible persons</b>
DeXentra GmbH, Landis + Gyr-Strasse 1, 6300 Zug.	
<b>1.2</b>	<b>Declaration by the responsible persons</b>
To the best of the Issuer's knowledge, the information contained in the securities note is in accordance with the facts and that the securities note makes no omission likely to affect its import.	
<b>1.3</b>	<b>Declaration of the Issuer</b>
<p>a. This prospectus has been approved by the Finanzmarktaufsicht Liechtenstein as competent authority under Regulation (EU) 2017/1129;</p> <p>b. The Finanzmarktaufsicht Liechtenstein only approves this prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation 2017/EU/1129;</p> <p>c. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this prospectus;</p> <p>d. Investors should make their own assessment as to the suitability of investing in the securities;</p> <p>e. This prospectus has been drawn up as an EU Growth prospectus in accordance with Article 15 of Regulation (EU) 2017/1129.</p>	
<b>1.6</b>	<b>Interest of natural and legal persons involved in the issue/offer</b>
Members of the management, key personnel and prospective board of directors of the Issuer currently hold, or may in the future acquire, a significant number of OilXCoins. Because they occupy key decision-making and operational roles, these individuals may have access to material non-public information about the Issuer and the OilXCoins. Consequently, management and affiliated persons could potentially buy, sell, or otherwise transact in the OilXCoins at times or under conditions that may not be available to other OilXCoins Holders. There is a risk that such transactions could be influenced by insider knowledge, potentially giving these individuals an advantage in timing the market or making investment decisions that benefit their personal interests and are detrimental to OilXCoins Holders.	
<b>1.7</b>	<b>Reasons for the offer, use of proceeds and expenses of the issue/offer</b>
<b>1.7.1</b>	<p>It is currently expected that the Issuer will use the expected net proceeds from the Offering for general corporate purposes.</p> <p>The Issuer, as a start-up with a novel business model and unique selling proposition, lacks direct comparability with other issuers of similar financial products.</p>

	<p>Consequently, the validation of gross proceed estimates based on precedents is not possible.</p> <p>DeXentra projects the OilXCoin offering to generate gross proceeds of USD 10,000,000 by December 31, 2025. Considering the estimated costs for the offering, net proceeds related to the OilXCoin sale are estimated to amount to approximately USD 9,500,000. Thereof, the Issuer expects to incur operating and non-operating expenses over that same period of approximately USD 4,100,000, comprising legal, compliance, marketing, product development, personnel and infrastructure expenses. The remaining from the offering are expected to be primarily allocated toward financing the acquisition of additional leases, servicing contracts with suppliers, developing new projects, and establishing legally mandated statutory reserves.</p> <p>The Issuer anticipates successfully securing the necessary funds through the Token offering. In the event that the anticipated funding is not realized, the Issuer will explore alternative financing options, including but not limited to securing investment from a venture capital (VC) investor.</p>
<b>1.8</b>	<b>Additional information</b>
1.8.1	There are no audit notes that have been issued by the auditors.
1.8.2	There are no ratings assigned to the securities at the issuer's request or in collaboration with them.
1.8.3	The summary is not partially replaced by the disclosures mentioned in Article 8, paragraph 3, letters (c) to (i) of Regulation (EU) No. 1286/2014, as these disclosures have not been included elsewhere in the securities description.

<b>SECTION 2 - RISK FACTORS</b>		
<i>The purpose of this section is to describe the main risks which are specific to the securities of the issuer.</i>		
<b>Risk</b>	<b>Risk category</b>	<b>Risk level</b>
<b>Risk a:</b> Holders of Tokens will not be shareholders	Risk related to the nature of the securities	High
<b>Risk b:</b> The Issuer may incur significant debt and encumber the Relevant Assets	Risk related to the nature of the securities	High
<b>Risk c:</b> The payment in case of termination of the OilXCoin Terms is highly uncertain and may not correspond to the value of the Relevant Assets	Risk related to the nature of the securities	High
<b>Risk d:</b> The Tokens are complex and non-standard instruments	Risk related to the nature of the securities	High
<b>Risk e:</b> The Tokens are digital tokens recorded on a Blockchain	Risk from the use of new technologies	Medium
<b>Risk f:</b> An Issuer substitution may expose Holders to additional risks	Risk related to the nature of the securities	Medium
<b>Risk g:</b> Volatility in the market for and the price of the Tokens	Risk related to the nature of the securities	Medium
<b>Risk h:</b> Risk of lack of liquid market for the Tokens after completion of the Offering	Risk related to the nature of the securities	Medium



<b>Risk i:</b> Lack of analyst coverage		Risk related to the nature of the securities	Medium
<b>Risk j:</b> The Tokens may have a “bug” or other technical defect		Risk from the use of new technologies	Medium
<b>Risk k:</b> Risks related to bridging		Risk from the use of new technologies	Medium
<b>2.1</b>	<b>Material risks</b>		
<b>Risk a: Holders of Tokens will not be shareholders</b>			
<p>The OilXCoin's value is expected to be linked to the value of assets (i.e. the Relevant Assets) used to conduct certain business activities in the oil and gas sector. The Holders will not own, directly or indirectly, the Relevant Assets but will be granted a limited right to terminate the OilXCoin Terms and receive a payment that is tied to the value of the Relevant Assets. Such a termination right bears certain similarities to the right of shareholders to receive the liquidation proceeds of a company. However, by virtue of holding Tokens, the Holders will not be shareholders of the Issuer or of any other entity. The Tokens will further not entitle the Holders to governance and other rights typically enjoyed by shareholders. Although the OilXCoin's value may be linked to the Relevant Assets, the Holders will have no way to influence the management of these Relevant Assets.</p>			
<b>Risk b: The Issuer may incur significant debt and encumber the Relevant Assets</b>			
<p>The terms of the OilXCoin do not include any covenant as to the level of debt of the Issuer or its subsidiaries. The terms of the OilXCoin also do not include any negative pledge or similar undertaking in favor of the Holders. The Issuer can therefore, in particular, (a) issue significant debt, and (b) encumber the Relevant Assets to secure its liabilities. This may have significant adverse consequences for the Holders because, in the event of a termination of the OilXCoin, the Issuer may elect to sell the Relevant Assets and pay the relevant net proceeds to the Holders, provided however that such net proceeds will be after payment of all other creditors of the Issuer and of the entities of the DeXentra Group that hold Relevant Assets. By taking up debt, the Issuer therefore reduces the amount of any net proceeds from the sale of Relevant Assets that will eventually be paid to the Holders. If the Issuer takes up significant debt, the Issuer may thus reduce (potentially to zero) any amount due to the Holders.</p>			
<b>Risk c: The payment in case of termination of the OilXCoin Terms is highly uncertain and may not correspond to the value of the Relevant Assets</b>			
<p>The Holders will only be entitled to receive a payment in the event of a termination of the OilXCoin Terms. The amount of the payment will be either the net proceeds from the sale of the Relevant Assets, or an amount determined after conducting a valuation of the Relevant Assets. There can be no assurance as to the amount of such payment, as it depends not only on the value of the Relevant Assets, but also on the Issuer's ability to sell them (if the Issuer has elected to sell them) or on an assessment of a third party regarding their value, which may not correspond to the Issuer or the Holder's view on the value of the Relevant Assets. Any projection regarding the value of the Relevant Assets communicated by the Issuer or otherwise is therefore to be understood as indicative only and subject to significant caveats. Further, the Relevant Assets are a combination of assets that may be difficult to sell, it may not be possible</p>			

to sell them all at once and any sale may therefore be entered into at a price that materially undervalues the Relevant Assets.

In addition, if the Issuer elects to sell the Relevant Assets, the payment to the Holders will be made after payment of all other creditors of the Issuer (including employees, directors and officers). After payment to such other creditors, there may be few or no remaining proceeds to distribute to the Holders.

**Risk d: The Tokens are complex and non-standard instruments**

The Tokens incorporate complex and non-standard terms and conditions, which may significantly affect their risk profile and the Holders' ability to accurately assess potential returns. The complexity of those terms – such as the structure of the amounts payable to the Holders, the termination events, the modalities of payment, and the native transaction fees – can create additional uncertainties regarding the timing and amount of any payoff that the Holders may receive as part of their investment in the Tokens. Moreover, these complexities may render standard valuation methodologies less effective, making it difficult to gauge the fair market value of the instrument over its life.

**Risk e: The Tokens are digital tokens recorded on a Blockchain**

The Tokens, once issued, will be recorded on the public version of the Ethereum blockchain. Under the Tokenization Terms, the OilXCoin and the Tokens will be tied to each other in a manner that will prevent any Token Claim from being transferred without the corresponding Token and vice-versa.

The Tokens will be created and managed under the terms of a so-called "smart contract", i.e. computer code that defines the manner in which digital tokens can be created, transferred and cancelled. Smart contracts are non-trivial pieces of computer code and their interactions with the blockchain for which they have been created are complex. It cannot be excluded that the computer code for the smart contract used by the Issuer contains flaws, errors, defects and bugs, which may disable some functionality of the Tokens, expose Holders' information or otherwise be harmful to the Holders or the Issuer. Investors contemplating an investment in the Tokens should review the functioning of the smart contract underpinning the Tokens and seek advice from third party experts, if necessary, to understand it before acquiring Tokens.

Should the smart contract based on which the Tokens are operated cease to function for any reason, the ability of existing holders of Tokens to transfer such Tokens to third parties or the ability of the acquirers of Tokens to exercise the rights associated with such Tokens may be impaired. Under the OilXCoin Terms, the Issuer may cancel the Tokens and to issue replacement tokens or to issue the Claims in a different form (e.g. in the form of paper certificates). Such an operation may however complicate the transfer of the Claims or the exercise of the rights associated with newly acquired tokens.

**Risk f: An Issuer substitution may expose Holders to additional risks**

The Terms of the OilXCoin allow for a substitution of the Issuer. An Issuer Substitution may expose Holders to additional risks. In particular, without limitation, (a) the Issuer Substitution may result in a more unfavorable tax treatment of the Tokens, (b) the rights of the Holders associated with the Tokens may be stayed or suspended during the implementation of the Issuer Substitution, (c) the Substitute Issuer may present a higher risk of default than the Issuer, (d) the Substitute Issuer's jurisdiction may have a less favorable legal framework for the Tokens, and may present additional or adverse political, legal and economic risks.

**Risk g: Volatility in the market for and the price of the Tokens**

After completion of the Offering, the market for and the market price of the Tokens (to the extent such a market develops) may be highly volatile. Such volatility could be caused not only by the Issuer's operational performance or other events involving the Issuer and/or its customers, suppliers or competitors, but also by changes in general conditions in the economy or the financial markets, and the oil and gas industry in particular. As a result of such fluctuations, holders of Tokens may not be able to resell their Tokens at or above the offering price and may incur losses.

Factors that could cause this volatility in the market price of the Tokens include, but are not limited to: (i) actual or anticipated fluctuations in the Issuer's results of operations or financial condition; (ii) market expectations for the Issuer's financial performance; (iii) investor perception of the success and impact of the Offering on the Issuer's strategy; (iv) the entrance of new competitors or new products in the markets of the Issuer; (v) actual or anticipated sales of the Tokens; (vi) the liquidity of the market for the Tokens; (vii) new laws or regulations or changes in interpretations of existing laws and regulations affecting the business of the Tokens; (viii) general market and economic conditions; (ix) sentiment in the oil and gas industry; (x) expiration of the lock-up undertakings; (xi) announcements of developments related to the Issuer's business; (xi) local market conditions.

**Risk h: Risk of lack of liquid market for the Tokens after completion of the Offering**

Prior to the Offering, there has been no market for the Tokens. While the Issuer is exploring the possibility of procuring that the Tokens be listed or admitted to trading on a regulated market, there can be no assurance (i) that any listing or admission to trading would materialize, (ii) that an active and liquid trading market, or even a market at all, will develop or continue after the Offering, (iii) that the market price of the Tokens will not decline below the issuance price after completion of the Offering or that (iv) prospective investors will be able to sell their Tokens quickly or at all. The issuance price of the Tokens will be determined by the Issuer. The issuance price may not be indicative of the market price of the Tokens after completion of the Offering and there can be no assurance that the market price of the Tokens will reflect the Issuer's actual financial performance or the state of its business, results of operations and/or prospects.

**Risk i: Lack of analyst coverage**

The Issuer also does not have any current plan to procure that the Tokens will be listed on a stock exchange or admitted to trading on a multilateral trading facility. They will be traded on

a market that is not systematically followed by professional financial analysts. The unavailability of financial analysts' coverage may prevent or delay the development of a liquid market for the Tokens.

**Risk j: The Tokens may have a “bug” or other technical defect**

While the Issuer intends to take commercially reasonable efforts to ensure the functionality of the smart contracts on which the Tokens are based, it is possible that such smart contract have a technical defect that may enable others to “exploit” the Tokens, which could lead to a partial or complete loss of a purchaser’s investment.

**Risk k: Risks related to bridging**

Bridges facilitate transactions between two different blockchains, enabling the transfer of assets from one network to another and play a pivotal role in enhancing blockchain interoperability and providing liquidity.

Bridges rely on complex smart contracts to lock, mint, and burn tokens as they move between blockchains. These contracts can contain vulnerabilities that may be exploited by malicious actors. Some bridges operate under centralized control with a limited number of validators or operators. This centralization can be a point of failure. The efficiency of a bridge depends on the liquidity available on both sides of the blockchain. Inadequate liquidity can lead to slippage and unfavorable exchange rates. They also involve operational complexities related to syncing multiple blockchains, which can lead to errors or delays.

There is no guarantee that the process of bridging Tokens between blockchains will be uninterrupted or error-free, and there is an inherent risk that the smart contracts governing the bridge may contain weaknesses, vulnerabilities, or bugs, leading to potential issues including, but not limited to, the complete loss of the Tokens during transfer.

**SECTION 3 – INFORMATION CONCERNING THE SECURITIES**

*This section provides general information regarding the OilXCoin, including the rights attached to the OilXCoin and any limitation to these rights, in summarized and non-exhaustive form. Only the terms and conditions of the OilXCoin set forth in Annex I to this prospectus are exhaustive and legally binding on the Issuer and the Holder.*

3.1	The OilXCoin are debt instruments of DeXentra GmbH. The Issuer shall issue a maximum of 100,000,000 OilXCoins.
3.1.1	The OilXCoins are issued in the form of ledger-based securities pursuant to Article 973d of the Swiss Code of Obligations. The ISIN number of the OilXCoins is CH1376324914.
3.1.2	The OilXCoins are created under Swiss law.
3.1.3	The OilXCoins are issued in the form of entries on one or several distributed ledgers, such that no person or entity may hold an OilXCoin without holding the corresponding Token. The association of the OilXCoins with the Tokens shall be governed by tokenization terms (the "Tokenization Terms") to be adopted by the Issuer from time to time.
3.1.4	The currency of OilXCoins is US Dollar.
3.1.5	The OilXCoin constitute direct, unconditional, and unsecured obligations of the Issuer. The OilXCoin are subordinated to the Relevant Liabilities, as defined in the

	<p>Terms and Conditions. The OilXCoin shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Terms shall at all times rank at least equally with all the Issuer's other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatorily application provision of law.</p>
3.1.6	<p><i>Financial rights</i></p> <p>Upon the occurrence of a Termination, the Issuer will be required to pay an amount to the Holders (the "Contingent Claim"), which amount will be, at the Issuer's option, either:</p> <ol style="list-style-type: none"> <li>The net proceeds from the actual disposal of the Relevant Assets, whereby if the Issuer chooses this option, the Issuer will be required to use its best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) within six months from the resolution. Once all or a significant portion of the Relevant Assets have been disposed of, the Issuer shall distribute the net proceeds of such disposal to the Holders. The "net proceeds" are the proceeds of the disposal of the Relevant Assets after: <ul style="list-style-type: none"> <li>- taxes due by DeXentra; and</li> <li>- payment of all other creditors of DeXentra (including employees, directors and officers).</li> </ul> </li> <li>An amount corresponding to the valuation of the Relevant Assets, whereby the Issuer will commission a reputable and independent expert to value the Relevant Assets and pay to the Holders the amount at which the expert values the Relevant Assets, after deduction of any taxes due by DeXentra in connection with such a payment.</li> </ol> <p><i>Modality of payment</i></p> <p>Each Holder shall be entitled to a portion of the Relevant Net Proceeds or the Relevant Proceeds Valuation (as the case may be) calculated pro rata, based on the percentage of the total number of outstanding OilXCoins that such Holder holds.</p> <p><i>Governance rights</i></p> <p>The Holders shall have no governance rights with respect to the Issuer or the Relevant Assets.</p>
3.1.7	<p>No interest is paid on the OilXCoins, either periodically or upon a Termination.</p>
3.1.8	<p><i>Term and termination</i></p> <p>OilXCoins may be terminated (i) every 15 years at the option of the Issuer, (ii) upon an affirmative vote of more than 90% of the Relevant Holders has approved such Termination, where "Relevant Holders" shall mean all Holders who are not the Issuer, or its current directors, employees, or shareholders, or (iii) automatically upon an event of default, meaning alternatively (x) the Issuer is insolvent or bankrupt or unable to pay its debts, or stops or suspends payments of its debts generally, proposes an arrangement or composition with or for the benefit of the relevant creditors in respect of its debts, or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Issuer or (y) An administration is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer and such order is not discharged or cancelled within 90 days, or the Issuer ceases to carry on all or substantially all of its business or</p>

	<p>operations, except in connection with, and followed by, a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Issuer in connection with the OilXCoins.</p> <p><i>No amortization</i></p> <p>Except for the Contingent Claim, Holders have no claim to the repayment or amortization of the OilXCoin.</p>
3.1.9	The yield on the OilXCoin is not determinable <i>ex ante</i> .
3.1.10	The Issuer shall not arrange for a common representative of the Holders to be appointed. The Holders shall therefore raise any claim under the OilXCoins individually, unless they elect to appoint a common representative. Should the Holders appoint a common representative, the Holders shall bear the costs and expenses associated therewith, and the Issuer shall not be liable therefor.
3.1.11	The issuance of the OilXCoin has been approved by-way of a resolution of the Management Board of the Issuer dated 6 February 2025.
3.1.12	The OilXCoin is expected to be issued on 20 March 2025.
3.1.13	During the first two weeks of the offering period, Holders will be contractually restricted from transferring their OilXCoins to a third party.
3.1.14	<p>OilXCoins are complex and novel instruments. Their treatment under applicable tax laws is untested and generally subject to a level of uncertainty considerably higher than traditional financial instruments such as equity securities or bonds. The Issuer does not make any representation as to the tax treatment of the OilXCoins, whether from a Swiss or foreign perspective. The Holder is responsible for assessing, as the case may be with the advice of a tax advisor or counsel, the consequences of purchasing and holding OilXCoins.</p> <p>The Issuer has not obtained any confirmation or "ruling" from any tax authority regarding the treatment of the OilXCoins under Swiss tax law. Even if the Issuer later obtains such a ruling (something the Issuer does not undertake to do), Holders should expect this ruling to apply only to transactions entered into after the issuance of the ruling, meaning that Holders and any person acquiring the OilXCoins before such ruling has been issued will not be able to benefit from the ruling.</p>
3.1.15	The provider is not a different person than the issuer.
3.1.16	There are no potential impacts on investments in the event of resolution under Directive 2014/59/EU.
3.1.17	No information on derivative securities applies.

#### SECTION 4 – DETAILS OF THE OFFER/ADMISSION TO TRADING

*The purpose of this section is to set out the specific information on the offer of the securities, the plan for their distribution and allotment, an indication of their pricing. Moreover, it presents information on the placing of the securities, any underwriting agreements and arrangements relating to admission to trading. It also sets out information on the persons selling the securities and dilution to existing shareholders.*

<b>4.1</b>	<b>Terms and conditions of the offer of securities to the public</b>
4.1.1	<p><i>Conditions to the offer</i></p> <p>The Offer will be launched and, once launched, will continue on the condition that prevailing economic and market conditions – including (but not limited to) the market for oil and gas, investor demand, and broader macroeconomic factors – remain conducive to</p>

	<p>the raising of additional capital to develop the Issuer's business activities, in the judgment of the Issuer.</p> <p><i>Target Markets</i></p> <p>This security is in principle offered to the public throughout the EEA and in Switzerland. Initially, the following main target markets are intended: Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain and Sweden. At a later date, further notifications within the EEA may be submitted, and offerings and placement in other jurisdictions may be considered.</p> <p><i>Application to participate in the offer</i></p> <p>The application to participate in the offering takes place through the Issuer's website, as further described in this section 4.1.</p>
4.1.2	The maximum issuance volume is up to 60 million OilXCoins.
4.1.3	The offer period will begin on 20 March 2025 and shall be open indefinitely until terminated by decision of the Issuer or upon expiry of one calendar year from the approval of this securities prospectus by the FMA Liechtenstein.
4.1.4	A description of any possibility for reducing subscriptions and the method for refunding excess amounts paid by applicants is not required, as the allocation process does not occur following a subscription period, meaning that subscribers may not receive securities in the full amount they subscribed to.
4.1.5	Minimum investment is 100 OilXCoin. There is no maximum.
4.1.6	<p>The issuance price of the OilXCoins shall be payable (1) in Ethereum, by transfer to the wallet address provided at checkout on the Issuer's website, (2) in fiat currency, by-way of a bank transfer to the IBAN provided at checkout on the Issuer's website.</p> <p>OilXCoins shall be delivered to investors within three business days from the payment of the purchase price and the approval of the know-your-customer information that has been provided. OilXCoins will be issued as ledger-based securities under Swiss law, and will therefore be issued as tokens recorded on the Ethereum Blockchain. OilXCoins shall be delivered to each investor on the Ethereum digital wallet that such investor will have provided on the Issuer's website, at the moment of the purchase of the OilXCoin. Investors will need an Ethereum-compatible wallet to participate to the offering and receive OilXCoins.</p>
4.1.7	The result of the offer shall be periodically published on the Issuer's website, and shall be updated at least once every three months.
4.1.8	No, there is no procedure for exercising pre-emptive subscription rights, no negotiability of subscription rights, and no treatment of unexercised subscription rights.
4.2	N/A
4.2.1	The securities are offered to retail investors simultaneously in multiple countries. The tranche offered in Switzerland must not exceed a total value of CHF 8 million over a 12-month period.
4.3	Investors shall be notified of the amount of OilXCoins purchased at the moment of their purchase on the Issuer's website.
4.4	During the first two weeks of the public offering, OilXCoin will be sold at the fixed prices shown in the table below.

After this initial period, the price will be set by the management of the Issuer based on investor demand, including feedback provided in direct contracts between the Issuer and investors, and shall be published on the website <https://oilxcoin.io>.  
The Issuer may allocate Tokens at discounted prices to founders, early supporters, employees, advisors and service providers during the offer period.  
The maximum price shall be USD 100.

Date	Price per OilXCoin (USD)	Time Range (UTC)
20 March 2025	0,85	13:00 (20 Mar) – 12:59 (21 Mar)
21 March 2025	0,85	13:00 (21 Mar) – 12:59 (22 Mar)
22 March 2025	0,85	13:00 (22 Mar) – 12:59 (23 Mar)
23 March 2025	0,85	13:00 (23 Mar) – 12:59 (24 Mar)
24 March 2025	0,85	13:00 (24 Mar) – 12:59 (25 Mar)
25 March 2025	0,86	13:00 (25 Mar) – 12:59 (26 Mar)
26 March 2025	0,87	13:00 (26 Mar) – 12:59 (27 Mar)
27 March 2025	0,88	13:00 (27 Mar) – 12:59 (28 Mar)
28 March 2025	0,89	13:00 (28 Mar) – 12:59 (29 Mar)
29 March 2025	0,90	13:00 (29 Mar) – 12:59 (30 Mar)
30 March 2025	0,91	13:00 (30 Mar) – 12:59 (31 Mar)
31 March 2025	0,92	13:00 (31 Mar) – 12:59 (1 Apr)
1 April 2025	0,93	13:00 (1 Mar) – 12:59 (2 Mar)
2 April 2025	0,94	13:00 (2 Mar) – 12:59 (3 Mar)
3 April 2025	0,95	13:00 (3 Mar) – 12:59 (4 Mar)
4 April 2025	1,00	13:00 (4 Mar) – 12:59 (5 Mar)
5 April 2025	1,00	13:00 (5 Mar) – 12:59 (6 Mar)
6 April 2025	1,00	13:00 (6 Mar) – 12:59 (7 Mar)
7 April 2025	1,00	13:00 (7 Mar) – 12:59 (8 Apr)



	8 April 2025	1,00	13:00 (8 Apr) – 12:59 (9 Apr)
	As of 9 April 2025	Price set by the Issuer's management and published on the Issuer's website. Maximum price per OilXCoin: 100 USD	As of 13:00 (9 Apr)
4.4.1	See section 4.4		
4.4.2	See section 4.4.		
4.4.3	Investors are made aware that gas fees may be payable to third parties to perform transactions using distributed ledgers.		
4.5	The Placement and underwriting is not applicable.		
4.5.1	The name and address of the coordinator(s) for the entire offer or parts of the offer, as well as any information on distributors in the individual countries of the offer, are not provided.		
4.5.2	There is no paying agent.		
4.5.3	No entities have agreed to underwrite the issue on a firm commitment basis, nor have any entities agreed to place the issue without a firm commitment or under 'best efforts' arrangements.		
4.5.4	No underwriting agreement has been concluded.		
4.6	Admission to trading and dealing arrangements.		
4.6.1	The Issuer is exploring the possibility of procuring that the Tokens be listed or admitted to trading on a regulated market, although there is no guarantee that any listing or admission to trading would materialize.		
4.6.2	The securities have not yet been admitted to trading on a regulated market.		
4.6.3	The securities have not yet been admitted to trading on a regulated market.		
4.6.4	See section 4.4.		

SECTION 5 - GUARANTOR INFORMATION (IF APPLICABLE)	
5.1	There is no guarantee attached to the securities.

## **VI. FINAL CLAUSES**

### **A. PUBLICATION**

This prospectus and any possible amendments can be obtained free of charge from the Issuer, DeXentra GmbH, Landis + Gyr-Strasse 1, 6300 Zug, office@oilxcoin.io. Delivery will be by e-mail.

The prospectus and any possible amendments are also available for download under <https://oilxcoin.io>.

Notifications to investors are also made by providing corresponding investor notifications for retrieval and download on the website above.

### **B. CORRECTIONS, CHANGES AND AMENDMENTS**

The Issuer is entitled to change or add,

- i. Obvious spelling or calculation errors or
- ii. Other obvious errors or
- iii. Editorial changes, such as changes in wording or word order to preserve the meaning of the text or
- iv. Contradictory or incomplete provisions

in this project without the consent of the investors, whereby in the cases described under (iv) only such changes or additions are permissible as are reasonable for the investors taking into account the interests of the Issuer, i.e. which do not or only insignificantly worsen the financial situation of the investors.

Significant new circumstances, substantial inaccuracies or inaccuracies with respect to the information contained in the prospectus which may affect the valuation of the bonds and which arise or are established between the approval of the prospectus and the final closing of the public offering or, if later, the inclusion in trading, will be set out and published in an amendment or amendments to this prospectus. Amendments to the prospectus as well as the prospectus must be approved by FMA Liechtenstein.

### **C. APPLICABLE LAW / PLACE OF JURISDICTION**

The form and content of the OilXCoin, as well as the respective rights and obligations of the Holders and the Issuer, are governed exclusively by the substantive laws of Switzerland. The place of jurisdiction for all disputes arising out of or in connection with the Offer pursuant to this prospectus shall be Zug, Switzerland.

#### **D. SEVERABILITY CLAUSE**

Should any provisions of this prospectus, in particular the Securities Note, be or become invalid or unenforceable as a whole or in part, the remaining provisions of these Bond Terms shall remain in force. Any legally ineffective or unenforceable provisions shall be replaced by legally effective and enforceable provisions in accordance with the meaning and purpose of this prospectus and the securities description, which in their economic effects come as close as legally possible to the legally ineffective or unenforceable provisions.

Zug, Switzerland, on 28 February 2025

**DeXentra GmbH**

For the Managers



Johannes Bitschnau Kuri, Manager

## ANNEX I – Terms and conditions of the OilXCoins

### Terms of the OilXCoin

This Section contains the terms and conditions of the OilXCoins (each a "**Condition**", and together the "**OilXCoin Terms**"), which govern the rights and obligations of the Issuer and the holders of OilXCoins (the "**Holders**") in relation to the OilXCoins.

#### Condition 1 Form

The OilXCoins are issued by DeXentra GmbH (the "**Issuer**") in the form of entries on one or several distributed ledgers ("**Tokens**"), such that no person or entity may hold an OilXCoin without holding the corresponding Token (and vice versa). The association of the OilXCoins with the Tokens shall be governed by tokenization terms (the "**Tokenization Terms**") to be adopted by the Issuer from time to time, in substantially the form of Appendix A to these OilXCoin Terms, which Tokenization Terms shall be deemed to form part of these OilXCoin Terms.

In the event that the OilXCoins are issued on several distributed ledgers and subject to the Tokenization Terms:

- (a) any Token shall be deemed to represent OilXCoins and such OilXCoins shall rank pari passu with all other OilXCoins, without any preference among themselves;
- (b) Holders shall have the right to request that their Tokens be exchanged against Tokens issued on a different distributed ledger, and the Issuer shall use its best efforts to accommodate such requests. The Tokenization Terms may include additional terms for such requests; and
- (c) the Issuer may designate (*e.g.* in the Tokenization Terms) distributed ledger addresses holding Tokens for the purposes of allowing exchanges between distributed ledgers on which Tokens are not counted for the purposes of determining the Maximum Supply and shall not be deemed outstanding or in issuance.

#### Condition 2 Supply of OilXCoins

The Issuer shall issue a maximum of 100,000,000 OilXCoins (the "**Maximum Supply**").

#### Condition 3 Contingent claim

##### 3.1 Payment upon Termination

- (a) Upon the occurrence of a Termination, the Issuer will be required to pay an amount to the Holders (the "**Contingent Claim**"), which amount will be, at the Issuer's option, either:
  - (i) The net proceeds from the actual disposal of the Relevant Assets, whereby if the Issuer chooses this option, within six months following the Termination, the Issuer shall, and shall procure that its subsidiaries:
    - (A) use its and their best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) in one or a series of transactions, by way of a public auction, private sale or other method of disposition,

any such transaction to be organized as the Issuer deems fit (the proceeds of such disposal transactions, the "**Relevant Assets Proceeds**"), it being understood that, for the purposes of disposing of the Relevant Assets, the Issuer shall be permitted to enter into transactions with its related parties;

- (B) shall pay, settle or discharge any and all (x) taxes due by the Issuer and any entity within the Issuer's group (the "**DeXentra Group**"), including any taxes due as a result of the disposal of Relevant Assets and/or distribution of the Relevant Net Proceeds to the Holders (such as any transaction tax or withholding tax); and (y) liabilities to any creditors (including secured and unsecured creditors other than the Holders, employees, directors and officers) of the Issuer and of other entities within the DeXentra Group which hold Relevant Assets or provide services to such entities within the DeXentra Group (the aggregate of which is referred to as the "**DeXentra Liabilities**");
  - (C) pay an amount equal to the Relevant Assets Proceeds minus the DeXentra Liabilities (the "**Relevant Net Proceeds**") to the Holders, but only once all or a significant portion of the Relevant Assets have been disposed of, and all DeXentra Liabilities have been paid, settled or discharged.
- (ii) An amount corresponding to the valuation of the Relevant Net Proceeds, whereby the Issuer shall, within six months following the Termination:
  - (A) commission a reputable and independent expert (or several such experts) to estimate the amount of the Relevant Assets Proceeds, the DeXentra Liabilities, and the Relevant Net Proceeds,
  - (B) pay to the Holders the amount at which the expert values the Relevant Net Proceeds, or, if the expert provides a range of possible valuations, the lowest amount of the range (the "**Relevant Proceeds Valuation**").
- (b) For the purposes of this Condition 3.1, "**Relevant Assets**" shall mean those of the Issuer's (and the Issuer's subsidiaries') assets which are, have been, or will be used to conduct the Issuer's oil and gas business, including, but not limited to:
  - (i) Inventories of crude oil and gas;
  - (ii) Property, plant and equipment related to the Issuer's oil and gas business;
  - (iii) Leases, exploration rights, drilling rights, licenses, or any other similar rights over, or with respect to, oil-in-place or gas-in-place reserves;
  - (iv) Property rights over real estate associated with oil-in-place or gas-in-place reserves;
  - (v) Receivables associated with the Issuer's oil and gas business.
- (c) For the avoidance of doubt, the Relevant Assets shall not include, without limitation, the Issuer's (and the Issuer's subsidiaries):
  - (i) Cash, cryptocurrencies, securities, and financial instruments;

- (ii) Property, plant and equipment not related to the Issuer's oil and gas business
  - (iii) Receivables not associated with the Issuer's oil and gas business;
  - (iv) Goodwill and intangibles;
  - (v) Patents, trademarks, copywrited material, and/or other intellectual property, provided, however, that if the Issuer acquires or holds any such asset with a view to circumvent its obligations under this Condition 3, then such asset shall be deemed a Relevant Asset, and provided further that any cash or cryptocurrency shall be considered a Relevant Asset if it was received as a consideration for the disposal of a Relevant Asset that took place within the 12 months prior to a Termination.
- (d) The foregoing notwithstanding, the Issuer shall no longer be required to make any payment to the Holders if a reputable and independent expert, appointed by the Issuer, assesses that it is materially more likely than not that the Relevant Net Proceeds will be equal to zero or are negative.

### 3.2 Modality of payment

- (a) Each Holder shall be entitled to a portion of the Relevant Net Proceeds or the Relevant Proceeds Valuation (as the case may be) calculated *pro rata*, based on the percentage of the total number of outstanding OilXCoins that such Holder holds (the "**Holder Amount**").
- (b) Should the Issuer have an obligation to pay the Holder Amount under these OilXCoin Terms, then the Issuer will pay such Holder Amount, or will procure that such Holder Amount be paid, by way of a transfer of a corresponding number of Elected Payment Tokens to the wallet of the Holder holding the Token(s) which have given rise to such Holder's claim to receive the Holder Amount. The Issuer shall determine at its reasonable discretion the applicable conversion rate between any Holder Amount and the Elected Payment Tokens, and the Issuer shall be entitled to set such applicable conversion rate at the earliest five business days prior to any relevant transfer.
- (c) In these OilXCoin Terms, "**Elected Payment Tokens**" means any fungible token registered on the same distributed ledger as the Tokens and which is (i) the native token of the relevant distributed ledger, (ii) a stablecoin, or (iii) any other token whose main utility is to serve as a means of payment, or which is routinely used as such on the relevant distributed ledger. The Issuer shall be entitled to choose the Elected Payment Token in its sole discretion. In the event the Tokens are recorded on several distributed ledgers, there may be several Elected Payment Tokens, each with its conversion rate, and – due to conversion rate differences – the Issuer does not undertake that the Holder Amount will be exactly the same across distributed ledgers.
- (d) Notwithstanding anything to the contrary in these Conditions:
  - (i) The Issuer is entitled to conduct know-your-customer (KYC) and know-your-transactions (KYT) processes before paying the Holder Amount. As a precondition to any payment to the Holders, the Issuer shall be entitled to request (x) information about the Holder, including such Holder's name, address, email, phone number, and identification document, and (y) any additional detail regarding any Holder's background, the background and

origin of its assets, as well as the economic background of any transactions and operation performed prior to any payment from the Issuer. The Issuer shall publish information concerning its KYC and KYT guidelines, requirements, and processes in the lead up to any payment, and may update or amend such documents at its discretion.

- (ii) The Issuer decides at its sole discretion whether any Holder meets the Issuer's KYC and KYT standards. If the Issuer determines that the Holder does not meet the Issuer's KYC or KYT standards (in particular if the Issuer determines that paying any amount to the Holder would be in breach of the Issuer's obligations under applicable laws, or would otherwise endanger the Issuer), the Holder will not be entitled to any payment from the Issuer.
- (iii) Network, transfer, and/or "gas" fees, as well as reasonable currency conversion fees, shall be borne by the Holder.

#### **Condition 4      Status**

The OilXCoin constitute direct, unconditional, and unsecured obligations of the Issuer. The OilXCoin are subordinated to the Relevant Liabilities. The OilXCoin shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under these Terms shall at all times rank at least equally with all the Issuer's other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatorily application provision of law.

#### **Condition 5      Termination**

The OilXCoin will terminate, alternatively (each, a "**Termination**"):

- (a) at the option of the Issuer in accordance with Condition 5.1;
- (b) upon a vote of the Holders in accordance with Condition 5.2; or
- (c) upon an Event of Default in accordance with Condition 5.3.

##### **5.1 Termination at the option of the Issuer**

The Issuer shall have the right, but not the obligation, to terminate the OilXCoin on the fifteenth anniversary of the date of this Prospectus, with 30 days advance notice and then periodically every fifteen years' anniversary of the date of this Prospectus with 30 days advance notice.

##### **5.2 Termination upon a Holders vote**

- (a) The OilXCoin shall terminate six months after the end date of a poll where an affirmative vote of more than 90% of the Relevant Holders has approved such Termination (a "**Termination Poll**"). "**Relevant Holders**" shall mean all Holders who are not the Issuer, or its current directors, employees, or shareholders.
- (b) The Issuer shall have the right, but not the obligation, to hold a Termination Poll at any moment.
- (c) The Issuer shall be required to hold a Termination Poll upon a request from a Holder (or a group of Holders acting in concert) holding more than 5% of the outstanding

supply of OilXCoin, by way of a registered letter notified to the Issuer in accordance with Condition 14 hereof, which request shall contain suitable evidence that such Holder(s) hold more than 5% of the outstanding supply of OilXCoin. The Issuer shall hold a Termination Poll within 6 months following the receipt of such request.

- (d) The Issuer shall enact voting procedures, wherein the Issuer may (i) enact measures ensuring that only Holders take part to poll; (ii) set the duration of the poll; (iii) require that the vote takes place electronically.

### **5.3 Termination upon a default**

- (a) These OilXCoin Terms shall automatically terminate upon the occurrence of any one of the following events with respect to the Issuer:
  - (i) The Issuer is (or is deemed by law or by a court to be) insolvent or bankrupt or unable to pay its debts, or stops or suspends payments of its debts generally, proposes an arrangement or composition with or for the benefit of the relevant creditors in respect of its debts, or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Issuer;
  - (ii) An administration is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer and such order is not discharged or cancelled within 90 days, or the Issuer ceases to carry on all or substantially all of its business or operations, except in connection with, and followed by, a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Issuer in connection with the OilXCoins.
- (b) For the avoidance of doubt, a change of control with respect to the Issuer shall not result in a termination of these OilXCoins in accordance with paragraph (a).

### **5.4 General effects**

In case of a termination in accordance with this Condition, all provisions of these OilXCoin Terms shall terminate and cease to be effective immediately after the Issuer pays, or otherwise settles, the Contingent Claim.

## **Condition 6 Reporting**

### **6.1 Oil-in-place / Gas-in-place**

The Issuer will make available to investors:

- (a) An annual third-party audit that confirms the existence and accuracy of all individual oil-in-place and gas-in-place audits (performed by certified oil and gas auditors prior to the acquisition or lease of the reserve) and further confirms the correctness of the consolidated numbers (e.g. amount of resource available and how much thereof is recoverable) derived from the sum of these individual audits.
- (b) At least twice a year: data on the amount of resource that have been extracted or recovered from the acquired reserves.



## 6.2 Financial statements

The Issuer will make available to Holders annual non-consolidated financial statements (balance sheet, profit & loss statement and notes) according to Swiss statutory accounting law. Additionally, a description of use of funds will be provided annually. The financial statements will be audited by a third party.

## 6.3 Further reporting

Except if already covered elsewhere in this Condition 6, the Issuer will make available to Holders consolidated data on oil-in-place and gas-in-place that the Issuer has secured, together with such other key performance indicators as the Issuer may consider appropriate.

## Condition 7 Native transaction fees

- (a) As used herein, the "**Native Transaction Fees**" are fees levied by the Issuer on transfers of Tokens (including without consideration) when the following conditions are fulfilled ("**Qualifying Transfers**"):
  - (i) The transfer makes use of the OilXCoin smart contract;
  - (ii) The levy of the fees has been deemed technically feasible by the Issuer, in particular in view of the specificities of the distributed ledger on which the relevant Tokens are recorded;
  - (iii) The Issuer has not determined that such transfer (or the relevant category of transfers) are exempted from the Native Transaction Fees.
- (b) The amount of the Native Transaction Fees which the Holders shall pay to the Issuer in respect of each Qualifying Transfer shall be 0.75% of the amount of Tokens that are transferred by way of such Qualifying Transfer. For the avoidance of doubt, the Native Transaction Fees shall be paid by the Holders to the Issuer in the form of Tokens.
- (c) The Issuer may, at its discretion:
  - (i) exempt certain transfers or wallets from the Native Transaction Fees, including, but not limited to, transfers involving wallets controlled by the Issuer, smart contracts operated by the Issuer, or certain decentralized finance protocols;
  - (ii) reduce or cancel the Native Transaction Fee.

## Condition 8 No governance rights

The Holders shall have no governance rights with respect to the Issuer or the Relevant Assets. In particular, the Holders shall not have the right, individually or collectively, to (a) elect or remove the Issuer's Managers or the members of the Issuer's Executive Committee; (b) pass resolutions binding on the Issuer, except as otherwise set forth herein; (c) request or approve payments to the Holders; (d) request an audit of the Issuer's financial statements; (e) amend these Conditions.

## Condition 9 Clean-up call option

If, at any time, 80% or more of the outstanding number of OilXCoin issued have been redeemed, purchased or are otherwise held by the Issuer, the Issuer may, on giving not less

than 30 nor more than 60 days' notice to the Holders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding OilXCoin against the payment of an amount equal to the Relevant Proceeds Valuation, the modalities of which payment shall be determined in accordance with Condition 3.2, applied by analogy.

#### **Condition 10 Representation of Holders**

- (a) The Issuer shall not arrange for a common representative of the Holders to be appointed. The Holders shall therefore raise any claim under the OilXCoins individually, unless they elect to appoint a common representative.
- (b) Should the Holders appoint a common representative, the Holders shall bear the costs and expenses associated therewith, and the Issuer shall not be liable therefor.

#### **Condition 11 Amendment to the terms**

- (a) The Issuer shall be entitled to unilaterally amend these OilXCoin Terms, *provided* that:
  - (i) as a rule, the Issuer shall only amend these OilXCoin Terms provided that the amendment is of a formal, minor or technical nature, is made to correct a manifest error and is not materially prejudicial to the interests of the Holders;
  - (ii) the Issuer may amend these OilXCoin Terms in material respects, including in ways that may be materially prejudicial to the Holders, as a result of unforeseen or exceptional circumstances which make such amendment(s) appropriate;
  - (iii) the Issuer may amend the Tokenization Terms to the extent such amendment is permitted pursuant to the Tokenization Terms.
- (b) The Issuer may submit any proposed amendment to these OilXCoin Terms to a poll of the Holders. If the Issuer elects to do so, the Issuer shall enact voting procedures, wherein the Issuer may (i) determine the applicable majority requirements; (ii) determine whether such poll shall have a binding or consultative nature; (iii) set out how and when the Holders shall log their votes. For the avoidance of doubt and notwithstanding anything to the contrary, the Issuer shall be entitled to consider that, if a vote has been organized with 30-day notice or more, an affirmative vote of 60% of the Holders participating in the vote shall be sufficient to approve material amendments to these OilXCoin Terms.

#### **Condition 12 Substitution of the issuer**

- (a) The Issuer (for the purposes of this 12, the "**Current Issuer**") may, without the consent of the Holders, substitute any entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the "**Substitute Issuer**") for itself as principal debtor under these OilXCoin Terms upon giving no more than 30 days' notice to the Holders, provided that:
  - (i) the Current Issuer is not in default in respect of any amount payable under these OilXCoin Terms at the time of such substitution;

- (ii) the Current Issuer and the Substitute Issuer have entered into such documents as are necessary, and have procured that all actions, conditions and things required to be taken, fulfilled and done, to give effect to the substitution.
- (b) Upon any substitution pursuant to paragraph (a):
  - (i) the Substitute Issuer will succeed to, and be substituted for, and may exercise every right and power of, the Current Issuer under these OilXCoin Terms with the same effect as if the Substitute Issuer had been named as Issuer in these OilXCoin Terms, and
  - (ii) the Current Issuer will be released from its obligations under these OilXCoin Terms.
- (c) Without prejudice to the foregoing, the Issuer shall further be entitled to transfer, change or move its headquarters, registered seat, or country of incorporation upon giving no more than 30 days' notice to the Holders.

### **Condition 13 Severability**

If at any time any or more of the provisions of the OilXCoin Terms is or becomes unlawful, invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

### **Condition 14 Notices**

- (a) All notices and other communications from the Holders to the Issuer under these OilXCoin Terms shall be made in writing and shall be considered duly given when received, if delivered, mailed by registered mail addressed as follows:
 

DeXentra GmbH  
Landis + Gyr-Strasse 1  
6300 Zug  
Switzerland
- (b) All notices and other communications from the Issuer to the Holders under these OilXCoin Terms shall be made by way of a publication on the Issuer's website <https://oilxcoin.io>.

### **Condition 15 Governing law and jurisdiction**

- (a) These OilXCoin Terms, the, the OilXCoin, the Tokens and the Contingent Claim shall be subject to and governed by substantive Swiss law (i.e. without regard to the principles of conflict of laws).
- (b) Any dispute which might arise between Holders on the one hand and the Issuer on the other hand regarding these OilXCoin Terms, the Tokens and/or the Contingent Claim shall be settled in accordance with Swiss law, the exclusive place of jurisdiction being Zug, Switzerland, with the right of appeal to the Swiss Federal Court of Justice in Lausanne, when the law permits, the decision of which will be final.

## Appendix A: Form of tokenization terms of the OilXCoin

### 1. Scope and purpose

This document is an appendix to, and incorporated by reference in, the terms and conditions (the "**OilXCoin Terms**") of the OilXCoin tokens issued by DeXentra GmbH (the "**Tokens**") and contains the tokenization terms (*Registrierungsvereinbarung / convention d'inscription*) within the meaning of Articles 973d and 973f of the Swiss Code of Obligations in respect of such Tokens. These tokenization terms apply if so provided in the OilXCoin Terms.

This document also contains further general information on the Tokens and on distributed ledgers.

Capitalized terms not defined herein have the meaning ascribed to them in the OilXCoin Terms.

### 2. Association with the OilXCoin

The OilXCoin have been or will be issued in the form of ledger-based securities within the meaning of Article 973d of the Swiss Code of Obligations.

Ledger-based securities, including the OilXCoin, are represented by digital tokens recorded in one or several distributed ledgers. The creation of and operations on the ledger-based securities take place within the technical framework of one or several smart contracts. Ledger-based securities are – from a technical standpoint – entries into a register maintained through the smart contracts.

The Tokens are recorded in the following distributed ledgers (the "**Distributed Ledgers**"), within the technical framework of one or several smart contracts (the "**Smart Contracts**") for each Distributed Ledger:

- Ethereum, as further provided in Schedule 1.

### 3. Additional distributed ledgers

The Issuer shall have the right to record OilXCoins as entries on additional distributed ledgers, in which case:

- (a) the Issuer shall amend these Tokenization Terms (e.g. by adding a new appendix to cover the additional distributed ledger);
- (b) Tokens held by the Issuer for the purposes of complying with requests to exchange Tokens (as provided under Section 1 paras. (b) and (c) of the OilXCoin Terms) shall not be counted for the purposes of determining the Maximum Supply. The Issuer shall publish a list of distributed ledger addresses on which such Tokens are held.

#### 4. Tokens transactions

Unless applicable law provides otherwise (*e.g.* in the event of universal succession further to the death or merger of the Token holder, or if the transfer or encumbrance is carried out pursuant to the Federal Act on Intermediated Securities), 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 acquirer, in accordance with the rules and procedures of any Distributed Ledger and the functions of the relevant Smart Contract.

A transfer of a Token will be deemed to have been recorded in each Distributed Ledger at the moment that is specified with respect to each Distributed Ledger in the relevant Appendix. Once a Transaction has been recorded in the Distributed Ledger, the Transaction will remain valid if the agreement based on which the Transaction was carried out is invalidated, for example further to a material error of one of the parties or of a fraud. In such a case, unwinding the Transaction will require a return of the relevant Token to a distributed ledger address controlled by the transferor.

#### 5. Hard forks

In the event of a hard fork or under similar circumstances that may endanger the reliability of the distributed ledger, the Issuer may activate the "pause" (or similar) function of any Smart Contract to prevent Transactions on both versions of the relevant Distributed Ledger pending its decision on which version it will support and the communication of such decision to the Holders.

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 Distributed Ledger), all Transactions on "forked" versions of the Distributed Ledger will be invalid, and any Token existing on a forked version of the Distributed Ledger will not be associated with Tokenized Securities. 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 OilXCoin.

If the Issuer does not activate the "pause" (or similar) function and does not indicate which version of the Distributed Ledger it chooses, the Issuer shall be deemed to have chosen to support the version of the Distributed Ledger that is the more commonly used among industry participants (which will in principle be the version which has the highest number of validators and active users).

## **6. Cancellation of lost or stolen Tokens**

If a Token holder initiates proceedings to have one or more Tokens cancelled pursuant to Article 973h of the Swiss Code of Obligations, the number of public notices required pursuant to Article 973h para. 2 of the Swiss Code of Obligations will be one, and the deadline imposed on Token Holders to produce the relevant private keys will be one month. The Issuer will cancel and re-issue a Token upon delivery of an enforceable (*vollstreckbar, exécutoire*) court decision ordering such cancellation and re-issue.

## **7. Amendments**

The Issuer may amend the tokenization terms of the Tokens at any time and without prior notice. Amendments to these OilXCoin Terms will be validly made and binding upon all Token Holders upon being published in accordance with the OilXCoin Terms. Amendments to these OilXCoin Terms will only affect the acquisition, encumbrance or disposal of Tokens (including Transactions) entered into after the amendments became effective and will not affect such transactions (including Transactions) previously completed.

## **8. Functioning of the Distributed Ledger and the Smart Contract**

The distributed ledger technology is a technology that allows the operation of a distributed ledger, *i.e.* a ledger that is not kept by a trusted intermediary but by a community of independent participants.

The distributed ledger technology, as implemented on the Distributed Ledger is based on complex mathematical and cryptography concepts, which are described in this document at a high level only. The technology makes it possible to keep records of data relating to persons whose identity is protected by asymmetric cryptographic methods. Such methods are based on the interplay between a public key and a private key, which are two numbers that are mathematically related. The public key (often referred to as the "distributed ledger address") is available to all ledger participants, while the private key must remain secret.

The holder of the private key can generate "signature messages" that can be identified as authentic (*i.e.* as having been generated with the private key) by the ledger participants. Such signature messages can be used to initiate "transactions", *i.e.* new entries in the ledger. In a distributed ledger that functions as a "blockchain", the participants validate transactions in blocks, by adding a new set of data (or "block") to a chain of pre-existing blocks. Each ledger participant maintains its own copy of the ledger, and updates such copy when a participant includes a new "block" in a manner consistent with the chain's protocol. This regime aims to ensure the transparency and immutability of the transactions recorded in the ledger.

## **Schedule 1: Tokens recorded on Ethereum**

### **Functioning of the Ethereum distributed ledger**

The Tokens will be recorded in the Ethereum Blockchain (such that references to the "Distributed Ledger" in this document shall be deemed to be a reference to Ethereum).

The Ethereum distributed ledger has two functions:

- The first is related to Ether (or ETH). Ether is a cryptocurrency (or digital currency) that is recorded and traded on the distributed ledger. Users of the Ethereum distributed ledger can trade Ethers on the distributed ledger and use such Ethers as a means of payment.
- The second is the use of smart contracts. The Ethereum distributed ledger allows for the creation of computer codes called "smart contracts", which can perform a large number of functions, including creating a record of digital tokens on distributed ledger addresses. A "token" is an entry in a register that is maintained by means of a smart contract. Each token is attributed to a particular distributed ledger address. The fact that the register maintained through the smart contract contains a corresponding entry is evidence that a token is attributed to the relevant distributed ledger address. Entries in the distributed ledger are validated by a large number of participants. Any person or entity may act as validator and validate transactions in the distributed ledger, subject to technical requirements unrelated to the identity of the person or entity (e.g. technical infrastructure requirements and/or minimum amount of Ethers "staked" (i.e. locked on a distributed ledger address for a certain period of time)).

### **The OilXCoin Smart Contract on Ethereum**

The smart contract address of the OilXCoin on Ethereum as well as its source code shall be published on the website of the Issuer on the initial issue date of the OilXCoin.

Token Holders should be aware that smart contract of the OilXCoin includes a number of functions, in particular:

- blacklisting of individual wallets (e.g. to prevent sanctioned individuals from receiving payments); and
- pausing or termination of certain OilXCoins.

### **Token transfers**

A transfer of a Token recorded in the Ethereum blockchain will be deemed to have been recorded in the Distributed Ledger when 30 blocks or more have been validated after the one relating to the Transaction.

## ANNEX II – Excerpt of the commercial registry regarding DeXentra GmbH

Kanton Zug

### Handelsregisteramt des Kantons Zug

Firmennummer <b>CHE-410.926.349</b>	Rechtsnatur <b>Gesellschaft mit beschränkter Haftung</b>	Eintragung 20.11.2023	Löschung	Übertrag CH-170.4.021.356-0 von: auf:	1
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Alle Eintragungen

Ei	Lö	Firma	Ref	Sitz
1		<b>DeXentra GmbH</b>	1	Zug

Ref	Stammkapital	Ei	Ae	Lö	Stammanteile	Gesellschafter (siehe Personalangaben)	Ei	Lö	Domiziladresse
1	CHF 20'000.00	1		3m	412'000 x CHF 0.10	Bitschnau, Johannes	1	2	e/o LacMont AG
			1	3m	68'000 x CHF 0.10	Ammann, Mario			Landis + Gyr-Strasse 1
			1	3m	20'000 x CHF 0.10	Schmuck, Christoph	2		6300 Zug
			3	4m	412'000 x CHF 0.10	Bitschnau, Johannes			Landis + Gyr-Strasse 1
			3		68'000 x CHF 0.10	Ammann, Mario			6300 Zug
			3		20'000 x CHF 0.10	Schmuck, Christoph			
			4		112'000 x CHF 0.10	Kuri, Johannes			

Ei	Lö	Zweck	Ei	Lö	weitere Adressen
1		Der Zweck der Gesellschaft ist die Bereitstellung von Dienstleistungen aller Art im Bereich natürlicher Ressourcen, sowie den Technologiedienstleistungen, inklusive Kryptowährungen und Blockchain-basierten Applikationen, ferner bezweckt die Gesellschaft die Entwicklung und den Betrieb von Blockchain-basierten Applikationen und die Lizenzierung und/oder den Verkauf von damit zusammenhängender Software. Die Gesellschaft kann ausserdem alle Geschäfte abschliessen und Vereinbarungen eingehen, die direkt oder indirekt dem Gesellschaftszweck dienen oder in direktem Zusammenhang damit stehen, unter Ausschluss von Tätigkeiten, die einer Bewilligung der Eidgenössischen Finanzmarktaufsicht FINMA bedürfen. Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften in der Schweiz und im Ausland errichten und Beteiligungen an anderen Gesellschaften halten. Die Gesellschaft kann Grundstücke in der Schweiz (nur mit ausschliesslich kommerzieller Nutzung) und im Ausland erwerben, halten, mit beschränkten dinglichen Rechten belasten, verwalten und veräussern. Die Gesellschaft kann ihrer direkten oder indirekten Muttergesellschaften sowie deren oder ihren direkten oder indirekten Tochtergesellschaften oder Dritten Darlehen oder andere Finanzierungen gewähren und für Verbindlichkeiten von solchen anderen Gesellschaften Sicherheiten aller Art stellen, einschliesslich mittels Pfandrechten an oder fiduziarischen Übereignungen von Aktiven der Gesellschaft oder Garantien und Personalsicherheiten jedwelter Art, ob gegen Entgelt oder nicht.			

Ei	Lö	Bemerkungen	Ref	Statutendatum
1		Mitteilungen an die Gesellschafter erfolgen per Post, E-Mail oder durch die von der Geschäftsführung bezeichnete elektronische Kommunikationsplattform an die im Anteilbuch verzeichneten Kontaktangaben.	1	14.11.2023
1		Mit Erklärung vom 14.11.2023 wurde auf die eingeschränkte Revision verzichtet.		

Ei	Lö	Besondere Tatbestände	Ref	Publikationsorgan
			1	SHAB

Ei	Lö	Nachschusspflichten und statutarische Nebenleistungspflichten	Ei	Lö	Zweigniederlassung (en)
1		Nebenleistungspflichten, Vorhand-, Vorkaufs- oder Kaufrechte gemäss näherer Umschreibung in den Statuten			

Zug, 05.02.2025 08:07

Fortsetzung auf der folgenden Seite



CHE-410.926.349	DeXentra GmbH	Zug	2
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## Alle Eintragungen

Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id	Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id
1	18587	20.11.2023	228	23.11.2023	1005892003	3	15117	09.09.2024	177	12.09.2024	1006128001
2	19841	07.12.2023	241	12.12.2023	1005907632	4	1835	03.02.2025	25	06.02.2025	1006249213

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
1		3m	Bitschnau, Johannes, österreichischer Staatsangehöriger, in Bartholomäberg (AT)	Gesellschafter und Vorsitzender der Geschäftsführung	Einzelunterschrift
1		3m	Ammann, Mario, österreichischer Staatsangehöriger, in Altach (AT)	Gesellschafter und Geschäftsführer	Einzelunterschrift
1		3m	Schmuck, Christoph, deutscher Staatsangehöriger, in Isny (DE)	Gesellschafter und Geschäftsführer	Einzelunterschrift
1		4m	Thiéry, Gilles, von Schöffland, in Affoltern am Albis	Zeichnungsberechtigter	Einzelunterschrift
		3	Bitschnau, Johannes, österreichischer Staatsangehöriger, in Bartholomäberg (AT)	Gesellschafter und Geschäftsführer	Einzelunterschrift
		3	Ammann, Mario, österreichischer Staatsangehöriger, in Altach (AT)	Gesellschafter	ohne Zeichnungsberechtigung
		3	Schmuck, Christoph, deutscher Staatsangehöriger, in Isny (DE)	Gesellschafter	ohne Zeichnungsberechtigung
		4	Kuri, Johannes, österreichischer Staatsangehöriger, in Bartholomäberg (AT)	Gesellschafter und Geschäftsführer	Einzelunterschrift

Zug, 05.02.2025 08:07 KAS

Dieser Auszug aus dem kantonalen Handelsregister hat ohne die nebenstehende Originalbeglaubigung keine Gültigkeit. Er enthält alle gegenwärtig für diese Firma aktuellen Eintragungen sowie allfällig gestrichene Eintragungen. Auf besonderes Verlangen kann auch ein Auszug erstellt werden, der lediglich alle gegenwärtig aktuellen Eintragungen enthält.

BEGLAUBIGTER AUSZUG  
Zug, 05. FEB. 2025  
HANDELSREGISTERAMT ZUG

# ANNEX III – Articles of Association of DeXentra GmbH

20. NOV. 2023

Handelsregisteramt Zug

15. Nov. 2023

## STATUTEN

Beleg Nr.

Ord. Nr. 18587

## ARTICLES OF ASSOCIATION

der

of

DeXentra GmbH

DeXentra GmbH

Zug

Zug

### TITEL I FIRMA - SITZ - ZWECK

### TITLE I CORPORATE NAME - REGISTERED OFFICE - PURPOSE

#### Artikel 1: Firma und Sitz

#### Article 1: Corporate name and registered office

Unter der Firma

Under the corporate name

DeXentra GmbH

DeXentra GmbH

besteht auf unbestimmte Dauer eine Gesellschaft mit beschränkter Haftung gemäss Artikel 772 ff. des Schweizerischen Obligationenrechts ("OR") mit Sitz in Zug (die "Gesellschaft").

exists for an unlimited period of time a limited liability company according to article 722 et seq. of the Swiss Code of Obligations ("CO") with registered office in Zug (the "Company").

#### Artikel 2: Zweck

#### Article 2: Purpose

<sup>1</sup> Der Zweck der Gesellschaft ist die Bereitstellung von Dienstleistungen aller Art im Bereich natürlicher Ressourcen, sowie den Technologiedienstleistungen, inklusive Kryptowährungen und Blockchain-basierten Applikationen, ferner bezweckt die Gesellschaft die Entwicklung und den Betrieb von Blockchain-basierten Applikationen und die Lizenzierung und/oder den Verkauf von damit zusammenhängender Software.

<sup>1</sup> The purpose of the Company is to provide services of all kind in the natural resources sector, as well as technology services, including the fields of cryptocurrencies and blockchain-based applications, furthermore the development and operation of blockchain-based applications and the licensing and/or sale of related software.

<sup>2</sup> Die Gesellschaft kann ausserdem alle Geschäfte abschliessen und Vereinbarungen eingehen, die direkt oder indirekt dem Gesellschaftszweck dienen oder in direktem Zusammenhang damit stehen, unter Ausschluss von Tätigkeiten, die einer Bewilligung der Eidgenössischen Finanzmarktaufsicht FINMA bedürfen.

<sup>2</sup> The Company may also carry out any and all transactions and enter into any and all agreements which serve directly or indirectly its corporate purpose or are directly related thereto, at the exclusion of any activity which requires an authorization from the Swiss Financial Market Supervisory Authority FINMA.

<sup>3</sup> Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften in der Schweiz und im Ausland errichten und Beteiligungen an anderen Gesellschaften halten.

<sup>3</sup> The Company may set up branch offices and subsidiaries in Switzerland and abroad and may participate in other companies.

<sup>4</sup> Die Gesellschaft kann Grundstücke in der Schweiz (nur mit ausschliesslich kommerzieller Nutzung) und im Ausland erwerben, halten, mit beschränkten dinglichen Rechten belasten, verwalten und veräussern.

<sup>4</sup> The Company may acquire, hold, encumber, manage, and sell real estate in Switzerland (only for exclusively commercial purposes) and abroad.

<sup>5</sup> Die Gesellschaft kann ihrer direkten oder indirekten Muttergesellschaften sowie deren oder ihren direkten oder indirekten Tochtergesellschaften oder Dritten

<sup>5</sup> The Company may grant loans or provide other kind of financing to its direct or indirect parent companies and their or the parent company's direct



Darlehen oder andere Finanzierungen gewähren und für Verbindlichkeiten von solchen anderen Gesellschaften Sicherheiten aller Art stellen, einschliesslich mittels Pfandrechten an oder fiduziarischen Übereignungen von Aktiven der Gesellschaft oder Garantien und Personalsicherheiten jedwelcher Art, ob gegen Entgelt oder nicht.

or indirect subsidiaries and may grant security of all kind for obligations of those companies, including by means of pledges over or fiduciary transfers of assets of the Company or by means of guarantees or personal securities of any kind, with or without compensation.

## **TITEL II STAMMKAPITAL UND STAMMANTEILE**

## **TITLE II QUOTA CAPITAL AND QUOTAS**

### **Artikel 3: Stammkapital**

Das Stammkapital der Gesellschaft beträgt CHF 20'000.00 (zwanzigtausend Schweizer Franken) und ist eingeteilt in 200'000 (zweihunderttausend) Stammanteile mit einem Nennwert von je CHF 0.10 (zehn Schweizer Rappen).

### **Article 3: Quota Capital**

The nominal capital of the Company amounts to CHF 20,000.00 (twenty thousand Swiss Francs) and is divided into 200,000 (two hundred thousand) quotas with a par value of CHF 0.10 (ten Swiss Centimes) each.

### **Artikel 4: Arten von Stammanteilen**

<sup>1</sup> Die Gesellschaft kann ihre Stammanteile in jeder gesetzlich zulässigen Form, einschliesslich in Form von Wertpapieren (als Einzel- oder Globalurkunde) oder in Form von Wertrechten (als einfache Wertrechte oder als Registerwertrechte), ausgeben.

### **Article 4: Form of Quotas**

<sup>1</sup> The Company may issue its quotas in any form legally permissible, including in the form of certificates incorporating registered quotas (individual quotas), global quota certificates, uncertified securities, or ledger based securities, and have them administered as intermediated securities.

<sup>2</sup> Die Gesellschaft kann jederzeit und ohne die Zustimmung der betroffenen Gesellschafter die Stammannteile, welche in einer der genannten Formen ausgegeben wurde, in eine andere der genannten Formen umwandeln. Die Gesellschafter haben keinen Anspruch darauf, dass die in einer der genannten Formen ausgegebenen Stammannteile in einer anderen Form ausgegeben werden.

<sup>2</sup> The Company may, at any time and without the approval of the relevant quotaholders, convert the quotas issued in one form into quotas issued in another form. Quotaholders have no right that quotas issued in one form be converted into another form.

<sup>3</sup> Ein im Anteilbuch der Gesellschaft eingetragener Gesellschafter darf von der Gesellschaft jederzeit einen Auszug der im Anteilbuch auf seinen Namen eingetragenen Stammannteile verlangen. Gesellschafter haben keinen Anspruch auf die Ausstellung oder Zustellung von Wertpapieren. Die Gesellschaft darf jedoch nach eigenem Ermessen jederzeit solche Wertpapiere aus- und zustellen.

<sup>3</sup> A quotaholder registered in the quota register may at any time request from the Company a confirmation of the number of quotas recorded in its name in the quota register. Quotaholders have no right to the printing or delivery of quota certificates. The Company may, however, at its option, print and deliver quota certificates at any time.

<sup>4</sup> Die Gesellschafterversammlung kann durch Beschluss der Mehrheit der vertretenen Stammannteile mit Stimmrecht die Stammannteile in Stammannteile mit geringerem Nennwert aufteilen. Mit Zustimmung jedes Gesellschafters kann die Gesellschafterversammlung Stammannteile zu Stammannteilen mit höherem Nennwert zusammenlegen.

<sup>4</sup> The Quotaholders' Meeting may, by decision taken by majority of the quotas bearing voting rights represented, split the quotas into quotas with lower par value. With the approval of each quotaholder, the Quotaholders' Meeting may consolidate quotas into quotas with higher par value.



#### **Artikel 5: Nachschusspflicht**

Eine Nachschusspflicht der Gesellschafter wird ausdrücklich ausgeschlossen.

#### **Article 5: Additional Contributions**

The obligation of the quotaholders to make additional contributions is explicitly excluded.

#### **Artikel 6: Übertragung von Stammanteilen**

<sup>1</sup> Die Übertragung von Stammanteilen erfolgt gemäss den geltenden gesetzlichen Bestimmungen. Werden die Stammanteile in Form von Registerwertrechten ausgegeben, untersteht deren Übertragung gemäss Artikel 973f Absatz 1 OR den Regeln der Registrierungsvereinbarung, die von der Geschäftsführung erlassen wurde.

<sup>2</sup> Im Abtretungsvertrag muss auf statutarische Bestimmungen über Vorkaufsrechte der Gesellschafter hingewiesen werden.

<sup>3</sup> Die Abtretung von Stammanteilen bedarf der Zustimmung der Gesellschafterversammlung. Die Gesellschafterversammlung kann die Zustimmung ohne Angabe von Gründen verweigern.

<sup>4</sup> Die Begründung einer Nutzniessung untersteht den Regeln der Übertragung von Stammanteilen.

<sup>5</sup> Die Gesellschafterversammlung kann das Gesuch um Zustimmung ablehnen, wenn sie dem Veräusserer der Stammanteile anbietet, die Stammanteile für eigene Rechnung zu ihrem Verkehrswert im Zeitpunkt des Gesuches zu übernehmen, wobei das Vorkaufsrecht gemäss Artikel 11 der Statuten vorgeht.

<sup>6</sup> Werden Stammanteile im Wege der Erbfolge, der Erbteilung, des ehelichen Güterrechts oder im Rahmen eines Zwangsvollstreckungsverfahrens erworben, so kann die Geschäftsführung ihre Zustimmung zu einer Übertragung der Stammanteile nur dann verweigern, wenn die Gesellschaft dem Erwerber anbietet, die Stammanteile zu ihrem Verkehrswert zu erwerben.

<sup>7</sup> Solange die Gesellschafterversammlung der Übertragung der Stammanteile nicht zugestimmt hat, verbleibt das Eigentum an den Stammanteilen und alle damit verknüpften Rechte beim Veräusserer.

#### **Article 6: Transfer of Quotas**

<sup>1</sup> The transfer of shares is effected in accordance with the applicable legal provisions. If the shares are issued in the form of ledger based securities, their transfer is subject to the rules of the tokenization terms adopted by the Board of Directors pursuant to article 973f para. 1 CO.

<sup>2</sup> In the assignment agreement, reference must be made to statutory provisions on pre-emptive rights of the quotaholders.

<sup>3</sup> The assignment of quotas requires the approval by the Quotaholders' Meeting. The Quotaholders' Meeting may refuse approval without stating its reasons.

<sup>4</sup> The creation of a usufruct is governed by the regulations on the transfer of quotas.

<sup>5</sup> The Quotaholders' Meeting may, without giving the reasons thereof, refuse its approval by offering to the transferor that the Company takes over the quotas for its own account at their fair market value at the time of the request for approval was made. The pre-emptive rights provided for in article 11 of the articles of association takes precedence.

<sup>6</sup> In case quotas are acquired by way of inheritance, division of an estate, matrimonial property law or in the course of debt enforcement proceedings, the Management Board may refuse its approval of a transfer of quotas only if the Company offers to acquire the quotas from the acquirer at their fair market value.

<sup>7</sup> As long as the Quotaholders' Meeting has not approved the transfer of the quotas, the title to the quotas and any rights arising therefrom remain with the quotaholder registered in the quota register.

#### **Artikel 7: Anteilbuch**

<sup>1</sup> Über die Stammanteile wird von der Geschäftsführung gemäss den Bestimmungen des OR ein Anteilbuch geführt, welches zudem alle weiteren Informationen, welche unter den vorliegenden Statuten oder vom Verwaltungsrat benötigt werden, beinhaltet. Zu-

#### **Article 7: Quota Register**

<sup>1</sup> The Management Board keeps a quota register in accordance with the provisions of the CO, together with the other information required under these articles of association or by the board of directors. In addition, an email address is entered into the quota register for each registered quotaholder, usufructuary or pledgee.



sätzlich wird eine E-Mail-Adresse für jeden Gesellschafter, allfällige Nutzniesser oder Pfandgläubiger ins Anteilbuch eingetragen.

<sup>2</sup> Die Eintragung in das Anteilbuch erfordert einen schriftlichen Nachweis über den Erwerb des Stammanteils zu Eigentum, über die Begründung der Nutzniessung oder über die Pfandbestellung.

<sup>3</sup> Im Verhältnis zur Gesellschaft gilt als Gesellschafter oder als Nutzniesser, wer im Anteilbuch eingetragen ist. Gesellschafter können von der Gesellschaft eine schriftliche Bescheinigung darüber verlangen, dass sie im Anteilbuch eingetragen sind.

<sup>4</sup> Die Gesellschafter haben das Recht in das Anteilbuch Einsicht zu nehmen.

<sup>5</sup> Die Geschäftsführung kann nach Anhörung der betroffenen Person einen Eintrag im Anteilbuch für einen Teil oder die Gesamtheit, der von dieser Person gehaltenen Stammanteile rückwirkend streichen, wenn dieser durch falsche Angaben des Erwerbers zustande gekommen ist. Die Streichung ist dem Erwerber unverzüglich mitzuteilen.

#### **Artikel 8: Verzeichnis der wirtschaftlich berechtigten Personen**

<sup>1</sup> Die Geschäftsführung führt ein Verzeichnis über die ihr gemeldeten wirtschaftlich berechtigten Personen, welche die Vor- und Nachnamen, sowie die Adresse der wirtschaftlich berechtigten Personen enthält.

<sup>2</sup> Wer allein oder in gemeinsamer Absprache mit Dritten Stammanteile erwirbt und dadurch den Grenzwert von 25 % des Stammkapitals oder der Stimmrechte erreicht oder überschreitet, muss der Gesellschaft innert Monatsfrist den Vor- und den Nachnamen und die Adresse der natürlichen Person melden, für die er letztendlich handelt (wirtschaftlich berechnete Person). Der Gesellschafter muss der Gesellschaft innert 3 Monaten jede Änderung des Vor- oder des Nachnamens oder der Adresse der wirtschaftlich berechtigten Person melden.

<sup>3</sup> Solange der Gesellschafter seinen Meldepflichten nicht nachgekommen ist, ruhen die Mitgliedschaftsrechte, die mit den Stammanteilen verbunden sind, deren Erwerb gemeldet werden muss. Die Vermögensrechte, die mit solchen Stammanteilen verbunden sind, kann der Gesellschafter erst geltend machen, wenn er seinen Meldepflichten nachgekommen ist. Kommt der Gesellschafter seinen Meldepflichten nicht innert einem Monat nach dem Erwerb der Stammanteile nach, so sind die Vermögensrechte verwirkt. Holt er die Meldung zu einem späteren Zeitpunkt nach, so kann er die ab diesem Zeitpunkt entstehenden Vermögensrechte geltend machen. Die Geschäftsführung stellt sicher, dass keine Gesellschafter

<sup>2</sup> The entry in the quota register requires written evidence as to the acquisition of the quota for ownership, as to the establishment of a usufruct or as to the establishment of a pledge.

<sup>3</sup> The person entered in the quota register shall be deemed to be the quotaholder or usufructuary in relation to the Company. Quotaholders may request from the Company a written confirmation that they have been registered in the quota register.

<sup>4</sup> Quotaholders have the right to inspect the quota register.

<sup>5</sup> Upon hearing the affected party, the Management Board may cancel an entry in the quota register with retroactive effect with respect to some or all of such quotaholder's quotas if such entry was made based on false statements of the acquirer. The acquirer shall be notified immediately of such cancellation.

#### **Article 8: List of Beneficial Owners**

<sup>1</sup> The Management Board keeps a list of the beneficial owners notified to the Company, which shall contain the first name, the surname and the address of the beneficial owners so notified.

<sup>2</sup> Whosoever solely or acting in concert with third parties acquires quotas in the Company and thereby reaches or exceeds the threshold of 25 % of the quota capital or voting rights must notify the Company and provide it with the first name, surname and address of the individual who ultimately beneficially owns the respective quotas (beneficial owner) within a period of one month. The quotaholder must notify the Company within three months of any change to the first name, surname and address of such beneficial owner.

<sup>3</sup> For as long as the quotaholder fails to comply with his obligations to give notice, the membership rights conferred by the quotas, in respect of which notice of acquisition must be given, shall be suspended. The quotaholder may only exercise the property rights conferred by the quotas if they have complied with their obligations to give notice. If the quotaholder fails to comply with his obligations to give notice within one month of acquiring the quotas, the property rights lapse. If he gives notice at a later date, he may exercise the property rights arising from that date onwards. The Management Board shall ensure that no





unter Verletzung der Meldepflichten ihre Rechte ausüben.

quotaholder exercises his rights while in breach of his obligations to give notice.

### **TITEL III STELLUNG DER GESELLSCHAFTER**

### **TITLE III POSITION OF THE QUOTAHOLDERS**

#### **Artikel 9: Nebenleistungspflichten**

#### **Article 9: Additional Obligations**

Nebenleistungspflichten der Gesellschafter werden ausdrücklich ausgeschlossen.

The quotaholders have no additional obligations.

#### **Artikel 10: Treuepflicht und Konkurrenzverbot**

#### **Article 10: Fiduciary Duty and Non-Competition**

<sup>1</sup> Die Gesellschafter sind zur Wahrung des Geschäftsgeheimnisses verpflichtet. Darüber hinausgehende Treuepflichten der Gesellschafter sind ausgeschlossen. Die Gesellschafter dürfen keine konkurrenzierenden Tätigkeiten ausüben.

<sup>1</sup> The quotaholders are obliged to safeguard business secrets. The quotaholders have no further fiduciary duties towards the Company. They may not carry out any activities in competition with the company.

<sup>2</sup> Die Gesellschafter dürfen Tätigkeiten, die gegen die Treuepflicht oder das Konkurrenzverbot verstossen, ausüben, sofern alle übrigen Gesellschafter schriftlich zustimmen.

<sup>2</sup> The partners may engage in activities that violate the duty of loyalty or the non-competition clause, provided that all other partners agree in writing.

#### **Artikel 11: Vorkaufsrecht**

#### **Article 11: Pre-emptive Rights**

<sup>1</sup> Jedem Gesellschafter steht an den Stammanteilen der anderen Gesellschafter ein Vorkaufsrecht zu den hier nachfolgenden Bedingungen zu.

<sup>1</sup> Each quotaholder has a pre-emptive right as regards the quotas of the other quotaholders under the conditions mentioned in this article.

<sup>2</sup> Verkauft ein Gesellschafter Stammanteile und wird dadurch ein Vorkaufsfall im Sinne des Gesetzes ausgelöst, so ist der Gesellschafter verpflichtet, diesen Tatbestand innerhalb von 30 Tagen seit dessen Eintritt den anderen Gesellschaftern und der Geschäftsführung durch eingeschriebenen Brief zu melden.

<sup>2</sup> If a quotaholder sells quotas and this triggers a pre-emptive event within the meaning of the law, the quotaholder is obliged to report this fact to the other quotaholders and the Management Board by registered mail within 30 days of its occurrence.

<sup>3</sup> Die Vorkaufsberechtigten können innerhalb einer Frist von 60 Tagen seit Empfang der Mitteilung des Vorkaufsfalls ihr Vorkaufsrecht ausüben. Die Ausübung hat durch eingeschriebenen Brief an die Geschäftsführung zu erfolgen.

<sup>3</sup> Those entitled to pre-emptive rights may exercise their pre-emptive rights within a period of 60 days from receipt of the notification of the pre-emptive event. The exercise must be exercised by registered mail to the Management Board.

<sup>4</sup> Die Ausübung des Vorkaufsrechts muss stets sämtliche Stammanteile umfassen, die Gegenstand des Vorkaufsfalls bilden. Üben mehrere Vorkaufsberechtigte ihr Vorkaufsrecht aus, so werden die Stammanteile entsprechend ihrer bisherigen Beteiligung an der Gesellschaft zugewiesen.

<sup>4</sup> The exercise of the pre-emptive right must always cover all quotas which are the subject of the pre-emptive event. If several pre-emptors exercise their pre-emptive right, the quotas shall be allocated in accordance with their previous participation in the Company.

<sup>5</sup> Nach Ablauf der Frist zur Ausübung des Vorkaufsrechts muss die Geschäftsführung die Gesellschafter über dessen Ausübung innerhalb von 10 Tagen mit eingeschriebenem Brief in Kenntnis setzen. Wurde das Vorkaufsrecht geltend gemacht, so sind die Stammanteile innerhalb von 60 Tagen seit Ablauf der Frist zur Ausübung des Vorkaufsrechts auf

<sup>5</sup> After expiry of the period for exercising the pre-emptive right, the Management Board must notify the quotaholders of its exercise within 10 days by registered mail. If the pre-emptive right has been exercised, the quotas must be transferred to the quotaholder entitled to pre-emptive rights within 60 days of the expiry of the period for exercising the



den vorkaufsberechtigten Gesellschafter gegen Vergütung des gesamten Kaufpreises zu übertragen.

pre-emptive right against payment of the full purchase price.

**Artikel 12: Festsetzung des Preises beim  
Vorkaufsrecht**

**Article 12: Determination of the price with pre-  
emptive rights**

<sup>1</sup> Das Vorkaufsrecht an den Stammanteilen ist zum wirklichen Wert im Zeitpunkt des Eintritts des Vorkaufsfalls auszuüben.

<sup>1</sup> The pre-emptive right to purchase the quotas shall be exercised at the real value at the time of the occurrence of the pre-emptive event.

<sup>2</sup> Einigen sich die Beteiligten nicht innerhalb von 30 Tagen nach der Mitteilung der Geschäftsführung über die Ausübung des Vorkaufsrechts über den wirklichen Wert, so müssen sie der Geschäftsführung ihre Preisvorstellungen schriftlich mitteilen. Kommt es zu keiner Einigung, so wird der wirkliche Wert endgültig und für alle Beteiligten verbindlich durch einen zugelassenen Revisionsexperten als Schiedsgutachter festgestellt.

<sup>2</sup> If the parties involved do not reach an agreement on the real value within 30 days of being notified by the Management Board of the exercise of the right of first refusal, they must inform the Management Board in writing of their price expectations. If no agreement is reached, the real value shall be finally determined by a certified auditor as arbitrator in a manner that is binding for all parties involved.

<sup>3</sup> Können sich die Beteiligten nicht auf einen zugelassenen Revisionsexperten als Schiedsgutachter einigen, so wird dieser durch den Präsidenten des Kantonsgerichts am Sitz der Gesellschaft endgültig bestimmt.

<sup>3</sup> If the parties involved cannot agree on a certified auditor as arbitrator, such expert shall be finally appointed by the President of the Cantonal Court at the registered office of the Company.

<sup>4</sup> Vor der definitiven Festsetzung des wirklichen Werts durch den Schiedsgutachter ist dessen Bewertungsvorschlag mit allen Beilagen den Beteiligten samt Bewertungsgrundlagen zu einer einmaligen Stellungnahme zu unterbreiten. Die Stellungnahme der Beteiligten muss schriftlich erfolgen.

<sup>4</sup> Prior to the final determination of the real value by the arbitrator, his valuation proposal with all enclosures shall be submitted to the parties involved together with the basis of valuation for a one-time statement. The statement of the parties involved must be made in writing.

<sup>5</sup> Die Kosten des Evaluationsverfahrens werden von den Beteiligten im Verhältnis getragen, in dem das Ergebnis des Schiedsgutachtens von ihren schriftlich geäußerten Preisvorstellungen nach Absatz 2 hiervon abweicht.

<sup>5</sup> The costs of the evaluation procedure shall be borne by the parties in proportion to the extent to which the result of the arbitrator's opinion differs from their price expectations expressed in writing in accordance with paragraph 2 herein before.

<sup>6</sup> Übernimmt der Präsident des Kantonsgerichts den Auftrag betreffend die Wahl des zugelassenen Revisionsexperten als Schiedsgutachter nicht, so wird der wirkliche Wert durch das ordentliche Gericht bzw. Schiedsgericht bestimmt.

<sup>6</sup> If the President of the Cantonal Court does not accept the mandate concerning the choice of the certified auditor as an arbitrator, the real value shall be determined by the ordinary court or arbitral tribunal, respectively.

**TITEL IV  
ORGANISATION DER GESELLSCHAFT**

**TITLE IV  
CORPORATE BODIES OF THE COMPANY**

Die Organe der Gesellschaft sind:

The corporate bodies of the Company are:

- A. die Gesellschafterversammlung (die "Gesellschafterversammlung");
- B. die Geschäftsführung (die "Geschäftsführung");

- A. the quotaholders' general meeting (the "Quotaholders' Meeting");
- B. the management board (the "Management Board");



C. die Revisionsstelle, sofern nicht gültig auf sie verzichtet wurde (die "Revisionsstelle").

C. the statutory auditors of the Company, provided that their election has not been validly waived (the "Auditors").

#### A. GESELLSCHAFTERVERSAMMLUNG

#### A. QUOTAHOLDERS' MEETING

##### Artikel 13: Tragweite der Beschlüsse der Gesellschafterversammlung

##### Article 13: Effect of the Resolutions of the Quotaholders' Meeting

<sup>1</sup> Die Gesellschafterversammlung ist das oberste Organ der Gesellschaft.

<sup>1</sup> The Quotaholders' Meeting is the highest authority of the Company.

<sup>2</sup> Ihre Beschlüsse sind bindend für alle Gesellschafter, auch für diese die nicht anwesend oder nicht repräsentiert werden.

<sup>2</sup> Its decisions are binding upon all quotaholders, even those not present or not represented.

<sup>3</sup> Beschlüsse der Gesellschafterversammlung, die gegen das Gesetz oder die Statuten verstossen, können durch die Geschäftsführung oder jeden Gesellschafter in Übereinstimmung mit Artikel 808c i.V.m. 706, 706a und 706b OR angefochten werden.

<sup>3</sup> Any resolution of the Quotaholders' Meeting which contravenes the law or the articles of association may be challenged by the Management Board or any quotaholder in the cases provided for by articles 808c cum 706, 706a and 706b CO.

##### Artikel 14: Unübertragbare Aufgaben

##### Article 14: Non-transferable powers

Die Gesellschafterversammlung hat das unübertragbare Recht, Beschlüsse über alle Gegenstände zu fassen, die ihr von Gesetz oder durch die Statuten zugewiesen werden oder die ihr, unter Vorbehalt von Artikel 810 OR, durch die Geschäftsführung unterbreitet werden.

The Quotaholders' Meeting has the non-transferable powers to pass resolutions on all matters reserved to it by law or the articles of association or that are, subject to article 810 CO, submitted to the Quotaholders' Meeting by the Management Board.

##### Artikel 15: Ordentliche und ausserordentliche Versammlung

##### Article 15: Ordinary and Extraordinary Meeting

<sup>1</sup> Die ordentliche Gesellschafterversammlung findet jährlich innerhalb von sechs Monaten nach Abschluss des Geschäftsjahres statt.

<sup>1</sup> The ordinary Quotaholders' Meeting shall be held annually within six months following the end of the business year.

<sup>2</sup> Ausserordentliche Gesellschafterversammlungen werden so oft als nötig einberufen, insbesondere in den von dem Gesetz dafür vorgesehenen Fällen.

<sup>2</sup> Extraordinary Quotaholders' Meetings may be convened as often as necessary, in particular in the cases provided by law.

<sup>3</sup> Ein oder mehrere Gesellschafter, die zusammen über 10 % des Stammkapitals oder der Stimmen der Gesellschaft verfügen, können die Einberufung einer Gesellschafterversammlung verlangen. Die Einberufung muss schriftlich an die Geschäftsführung adressiert sein und die Verhandlungsgegenstände und Anträge enthalten, sowie auch im Fall von Wahlen, die Namen der Kandidaten, die der Gesellschafterversammlung vorgeschlagen werden.

<sup>3</sup> One or several quotaholders, holding together at least 10 % of the quota capital or voting rights, may also request that a Quotaholders' Meeting be convened. The request must be made to the Management Board in writing and specify the agenda items, the motions and, in case of elections, the names of the proposed candidates to be submitted to the Quotaholders' Meeting.





**Artikel 16: Einberufung der Gesellschafterversammlung und Tagesordnung**

<sup>1</sup> Die Gesellschafterversammlung wird von den Geschäftsführern, nötigenfalls durch eine allfällige Revisionsstelle, einberufen. Das Einberufungsrecht steht auch den Liquidatoren und den Vertretern der Anleiensgläubiger zu.

<sup>2</sup> Die Einberufung erfolgt elektronisch oder per Brief spätestens 10 Tage vor dem Versammlungstag an alle Gesellschafter und Nutzniesser, die im Anteilbuch eingetragen sind. Für die Berechnung dieser Frist ist der Tag der Absendung der Einberufung per Post oder per E-Mail massgebend. Der Tag der Absendung der Einberufung bzw. der E-Mail und der Tag der Gesellschafterversammlung werden bei der Berechnung der 10-Tages-Frist nicht berücksichtigt.

<sup>3</sup> In der Einladung ist folgendes bekanntzugeben: das Datum, der Beginn, die Art und der Ort der Gesellschafterversammlung, die Verhandlungsgegenstände, die Anträge der Geschäftsführung, gegebenenfalls die Anträge der Gesellschafter samt kurzer Begründung, sowie gegebenenfalls der Name und die Adresse des unabhängigen Stimmrechtsvertreters; und im Falle einer Wahl, die Namen der zur Wahl vorgeschlagenen Kandidaten.

<sup>4</sup> Den Gesellschaftern muss der Geschäftsbericht und falls zutreffend die Revisionsberichte mindestens 10 Tage vor der Gesellschafterversammlung zugänglich gemacht werden. Sofern die Unterlagen nicht elektronisch zugänglich sind, kann jeder Gesellschafter verlangen, dass ihm diese rechtzeitig zugestellt werden. Die Einladung hat auf diese Möglichkeit hinzuweisen.

<sup>5</sup> Ein oder mehrere Gesellschafter die zusammen mindestens 5 % des Stammkapitals oder der Stimmen innehaben, können die Traktandierung von Verhandlungsgegenständen oder das ein Antrag betreffend einen Verhandlungsgegenstand in die Einberufung mitaufgenommen wird, verlangen. Der Antrag ist schriftlich an die Geschäftsführung zu richten. Mit der Traktandierung oder den Anträgen können die Gesellschafter eine kurze Begründung einreichen. Diese muss in die Einberufung der Gesellschafterversammlung aufgenommen werden.

<sup>6</sup> Über Anträge zu nicht gehörig angekündigten Verhandlungsgegenständen können keine Beschlüsse gefasst werden; ausgenommen sind Anträge auf Einberufung einer ausserordentlichen Gesellschafterversammlung, auf Durchführung einer Sonderuntersuchung und auf Wahl einer Revisionsstelle.

<sup>7</sup> Eine Vorankündigung ist weder für Anträge erforderlich, die in den Bereich der traktandierten Verhandlungsgegenstände fallen, noch für die Anträge oder

**Article 16: Convening of the Quotaholders' Meeting and Agenda**

<sup>1</sup> The Quotaholders' Meeting is convened by the Management Board, or if necessary by the Auditors, if any. The liquidators and the bondholders' representatives may also call a Quotaholders' Meeting.

<sup>2</sup> The convocation shall be issued by electronic means or by mail at least 10 days prior to the meeting to each quotaholder or usufructuary registered in the quota register. For the purpose of computing this time period, the date on which the notice is mailed or sent by e-mail is decisive. The date on which the notice is mailed or sent by email, respectively, and the date of the Quotaholders' Meeting are not taken into account when computing the 10-day time period.

<sup>3</sup> The convocation shall include the date, the time, the type and the place of the Quotaholders' Meeting, the agenda items as well as the motions of the Management Board and if applicable of the quotaholders, together with a brief statement of the reasons therefor and if applicable, the name and address of the independent proxy. In case of election, the convocation of the meeting also mentions the name of the candidates proposed for election.

<sup>4</sup> The annual report and, if applicable, the auditors' report must be made available to the quotaholders at least 10 days before the Quotaholders' Meeting. If these documents are not available electronically, any quotaholder may request that they be delivered in time. The quotaholders are to be made aware about this option in the convocation.

<sup>5</sup> One or several quotaholders, holding together at least 5 % of the Company capital or voting rights, may request that an item be included on the agenda or that a motion regarding an item of the agenda be included in the convocation. The request must be made to the Management Board in writing. Quotaholders may provide a brief statement of reasons to their request for the inclusion of an item on the agenda or to their motion. This statement of reasons must be included in the convocation to the Quotaholders' Meeting.

<sup>6</sup> No decision may be taken on matters not duly included on the agenda, except for a decision on a motion to request an extraordinary Quotaholders' Meeting, to initiate a special audit or to appoint Auditors.

<sup>7</sup> Prior notice is neither required for proposals that are within the scope of matters included on the agenda,



Verhandlungsgegenstände die keiner Abstimmung unterliegen.

#### **Artikel 17: Tagungsort der Gesellschafterversammlung**

<sup>1</sup> Die Geschäftsführung bestimmt den Tagungsort. Die Gesellschafterversammlung kann an einem oder an mehreren Tagungsorten gleichzeitig, auch im Ausland, oder mit elektronischen Mitteln ohne Tagungsort (virtuelle Gesellschafterversammlung) oder in einer Kombination davon durchgeführt werden.

<sup>2</sup> Die Geschäftsführung regelt die Verwendung elektronischer Mittel.

<sup>3</sup> Bei einer virtuellen Gesellschafterversammlung kann die Geschäftsführung beschliessen, auf die Bezeichnung eines unabhängigen Stimmrechtsvertreters zu verzichten.

<sup>4</sup> Wird die Gesellschafterversammlung mit Tagungsort im Ausland durchgeführt, kann die Geschäftsführung beschliessen, auf die Bezeichnung eines unabhängigen Stimmrechtsvertreters zu verzichten, sofern alle Gesellschafter damit einverstanden sind.

#### **Artikel 18: Zirkularbeschluss**

Eine Gesellschafterversammlung kann auch, ohne dass die Vorschriften zu deren Einberufung eingehalten werden, abgehalten werden, sofern die Beschlüsse auf schriftlichem Weg auf Papier oder in elektronischer Form gefasst werden, dieselben Mehrheitserfordernisse eingehalten werden und kein Gesellschafter oder dessen Vertreter eine mündliche Beratung verlangt.

#### **Artikel 19: Universalversammlung**

<sup>1</sup> Wenn sämtliche Gesellschafter an der Versammlung teilnehmen oder vertreten sind und kein Widerspruch dagegen erhoben wird, kann eine Gesellschafterversammlung ohne Einhaltung der für die Einberufung geltenden Vorschriften abgehalten werden.

<sup>2</sup> In dieser Versammlung kann über alle in den Geschäftskreis der Gesellschafterversammlung fallenden Gegenstände gültig verhandelt und Beschluss gefasst werden, solange sämtliche Gesellschafter daran teilnehmen oder vertreten sind. Es gelten dieselben Mehrheitserfordernisse wie bei den ordentlichen und ausserordentlichen Gesellschafterversammlungen.

#### **Artikel 20: Vertretung der Gesellschafter**

<sup>1</sup> Gesellschafter dürfen ihre Stammanteile an einer Gesellschafterversammlung durch einen Dritten, der nicht Gesellschafter zu sein braucht, vertreten lassen.

nor for discussions which are not to be followed by a vote.

#### **Article 17: Location of the Quotaholders' Meeting**

<sup>1</sup> The Management Board shall determine the location of the Quotaholders' Meeting. The Quotaholders' Meeting may be held at one or several locations at the same time, including abroad, or by electronic means without a meeting place (virtual Quotaholders' Meeting), or as a combination thereof.

<sup>2</sup> The Management Board shall determine the details on the use of electronic means.

<sup>3</sup> The Management Board may resolve, in case of a virtual Quotaholders' Meeting, to dispense with appointing an independent proxy.

<sup>4</sup> If the Quotaholders' Meeting is held at a location abroad, the Management Board may resolve to dispense with appointing an independent proxy, provided that all quotaholders agree.

#### **Article 18: Written Resolution**

A Quotaholders' Meeting may also be held without observing the provisions for the convening of a meeting when decisions are taken in writing on paper or in electronic form, observing the same majority requirements, which are necessary to pass a resolution at a Quotaholders' Meeting, unless a discussion is requested by a quotaholder or his proxy.

#### **Article 19: Universal Meeting**

<sup>1</sup> If all quotaholders participate or are duly represented and if there is no objection the Quotaholders' Meeting can be held without observing the legal requirements applicable to the convocation of a Quotaholders' Meeting.

<sup>2</sup> As long as all quotaholders participate or are duly represented, this meeting may validly debate and resolve on any matter which falls within the scope of the powers of a Quotaholders' Meeting. The same majority requirements as in case of ordinary and extraordinary Quotaholders' Meetings apply.

#### **Article 20: Representation of Quotaholders**

<sup>1</sup> A quotaholder may have his quotas represented at the Quotaholders' Meeting by another person, who does not need to be a quotaholder.



<sup>2</sup> Die Geschäftsführung kann Regeln für die Teilnahme und die Vertretung an der Gesellschafterversammlung erlassen. Sie bestimmt auch allfällige Anforderungen an Vollmachten und Weisungen.

#### **Artikel 21: Konstitution und Vorsitz**

<sup>1</sup> Die Gesellschafterversammlung ist unabhängig von der Anzahl der repräsentierten Stammanteile beschlussfähig.

<sup>2</sup> Den Vorsitz der Gesellschafterversammlung führt der Vorsitzende der Geschäftsführung oder eine andere von der Geschäftsführung bestimmte Person. In Abwesenheit dieser Personen wird der Vorsitzende von der Gesellschafterversammlung ernannt.

<sup>3</sup> Der Vorsitzende der Gesellschafterversammlung bezeichnet den Protokollführer und gegebenenfalls die Stimmzähler. Der Protokollführer und die allfälligen Stimmzähler brauchen nicht Gesellschafter zu sein.

#### **Artikel 22: Stimmrecht an der Gesellschafterversammlung**

<sup>1</sup> Das Stimmrecht der Gesellschafter bemisst sich nach dem Nennwert ihrer Stammanteile. Artikel 806 Absatz 3 OR bleibt vorbehalten.

<sup>2</sup> Jeder Gesellschafter, der als Inhaber eines Stammanteils im Anteilbuch eingetragen ist, kann die mit diesem eingetragenen Stammanteil verbundenen Rechte ausüben.

<sup>3</sup> Die Geschäftsführung stellt sicher, dass kein Gesellschafter seine Rechte ausübt, wenn er gegen seine Meldepflicht verstösst.

<sup>4</sup> Die Geschäftsführung kann Gesellschaftern, die nicht am Tagungsort anwesend sind, gestatten ihre Rechte auf elektronischem Wege auszuüben.

#### **Artikel 23: Beschlussfassung und Wahlen**

<sup>1</sup> Die Gesellschafterversammlung fasst ihre Beschlüsse und vollzieht ihre Wahlen mit der absoluten Mehrheit der vertretenen Stimmen, soweit das Gesetz oder diese Statuten nichts anderes vorsehen.

<sup>2</sup> Bei Stimmgleichheit hat der Vorsitzende der Gesellschafterversammlung den Stichentscheid.

<sup>3</sup> Ein Beschluss der Gesellschafterversammlung, der mindestens zwei Drittel der vertretenen Stimmen sowie die absolute Mehrheit des gesamten Stammkapitals (mit dem ein ausübbares Stimmrecht verbunden ist) auf sich vereinigt, ist erforderlich für die im Gesetz vorgesehenen Fälle.

<sup>2</sup> The Management Board may issue rules regarding the participation in and representation at the Quotaholders' Meeting. It also determines possible requirements as to proxies and instructions.

#### **Article 21: Constitution and Presidency**

<sup>1</sup> The Quotaholders' Meeting is validly formed regardless of the number of quotas which are represented.

<sup>2</sup> The Quotaholders' Meeting is chaired by the chairperson of the Management Board or by any other person designated by the Management Board. In the absence of these persons, the chairperson is appointed by the Quotaholders' Meeting.

<sup>3</sup> The chairperson appoints the secretary of the Quotaholders' Meeting and as the case may be the scrutineers. The secretary and, if any, the scrutineers do not need to be quotaholders.

#### **Article 22: Voting right at the Quotaholders' Meeting**

<sup>1</sup> The quotaholders vote at the Quotaholders' Meeting in proportion to the total par value of the quotas they hold. Article 806 para. 3 CO remains reserved.

<sup>2</sup> Each quotaholder who is registered as quotaholder of a quota in the quotaholders' register may exercise the rights linked to that registered quota.

<sup>3</sup> The Management Board ensures that no quotaholder exercises his rights while in breach of his disclosure obligations.

<sup>4</sup> The Management Board may authorize quotaholders who are not present at the place where the Quotaholders' Meeting is held to exercise their rights by electronic means.

#### **Article 23: Decisions and Election**

<sup>1</sup> Unless otherwise provided by law or these articles of association, the Quotaholders' Meeting shall pass resolutions and conduct its elections by an absolute majority of the votes represented.

<sup>2</sup> In the event the votes are evenly split, the chairperson of the Quotaholders' Meeting has a casting vote.

<sup>3</sup> A resolution of the Quotaholders' Meeting passed by a majority of at least two thirds of the votes represented and an absolute majority of the entire nominal capital (in respect of which a right to vote may be exercised) is required in the cases contemplated by law.



<sup>4</sup> Die Beschlussfassung über Fusion, Spaltung und Umwandlung richtet sich nach den Bestimmungen des Fusionsgesetzes.

<sup>5</sup> Die nachträgliche Einführung oder Erweiterung statutarischer Nachschuss- oder Nebenleistungspflichten bedarf der Zustimmung aller davon betroffenen Gesellschaftern.

#### **Artikel 24: Protokoll**

<sup>1</sup> Die Geschäftsführung sorgt dafür, dass ein Protokoll, nach Massgabe des ORs, über die Gesellschafterversammlung geführt wird.

<sup>2</sup> Das Protokoll wird vom Vorsitzenden und vom Protokollführer der Gesellschafterversammlung unterzeichnet.

<sup>3</sup> Jeder Gesellschafter kann verlangen, dass ihm das Protokoll innerhalb von 30 Tagen nach der Gesellschafterversammlung zugänglich gemacht wird.

#### **Artikel 25: Auskunfts- und Einsichtsrecht der Gesellschafter**

<sup>1</sup> Jeder Gesellschafter kann von den Geschäftsführern Auskunft über alle Angelegenheiten der Gesellschaft verlangen.

<sup>2</sup> Hat die Gesellschaft keine Revisionsstelle, so kann jeder Gesellschafter in die Geschäftsbücher und Akten uneingeschränkt Einsicht nehmen. Hat sie eine Revisionsstelle, so besteht ein Recht zur Einsichtnahme nur, soweit ein berechtigtes Interesse glaubhaft gemacht wird.

<sup>3</sup> Besteht Gefahr, dass der Gesellschafter die erlangten Kenntnisse zum Schaden der Gesellschaft für gesellschaftsfremde Zwecke verwendet, so können die Geschäftsführer die Auskunft und die Einsichtnahme im erforderlichen Umfang verweigern; auf Antrag des Gesellschafters entscheidet die Gesellschafterversammlung.

<sup>4</sup> Any decision related to a merger, demerger or conversion of the Company shall be taken in accordance with the Swiss Federal Merger Act.

<sup>5</sup> The retrospective introduction or amendment of obligations to make additional financial or material contributions under the articles of association requires the consent of all quotaholders concerned.

#### **Article 24: Minutes**

<sup>1</sup> The Management Board shall arrange for the keeping of minutes of the Quotaholders' Meeting in accordance with the CO.

<sup>2</sup> The minutes shall be signed by the chairperson and by the secretary of the Quotaholders' Meeting.

<sup>3</sup> Any quotaholder may request access to the minutes within 30 days following the Quotaholders' Meeting.

#### **Article 25: Right of Information and Inspection of the Quotaholders**

<sup>1</sup> Each quotaholder may request the Management Board to provide information on any Company matter.

<sup>2</sup> Unless the Company has an Auditor, quotaholders have unrestricted access to the company ledgers and files. If the Company has an Auditor, the books and files may be inspected only if a legitimate interest is credibly demonstrated.

<sup>3</sup> If there is a risk that a quotaholder may use the information obtained for non-company purposes that may be detrimental to the Company, the members of the Management Board may refuse to provide information and allow access to the extent required; if the quotaholder so requests, the Quotaholders' Meeting decides on the matter.

### **B. GESCHÄFTSFÜHRUNG**

### **B. MANAGEMENT BOARD**

#### **Artikel 26: Organisation**

#### **Article 26: Organisation**

<sup>1</sup> Die Geschäftsführung besteht aus einem oder mehreren Geschäftsführern, welche Gesellschafter oder Dritte sein können.

<sup>1</sup> The Management Board consists of one or several members who may be quotaholders or third parties.

<sup>2</sup> Besteht die Geschäftsführung aus mehreren Geschäftsführern, so legen diese ihre Zeichnungsberechtigung fest und bestimmen den Vorsitz. Die Geschäfts-

<sup>2</sup> If the Management Board consists of several members, they determine the signing authority of each member and appoint a chairperson. If necessary, the Management Board may appoint a vice-chairperson



führung kann aus seiner Mitte einen Vize-Vorsitzen-  
den ernennen. Er kann auch einen Sekretär wählen,  
der nicht Mitglied des Verwaltungsrats sein muss.

<sup>3</sup> Im Übrigen organisiert sich die Geschäftsführung im  
Rahmen des Gesetzes und der Statuten selber. Die  
Geschäftsführung kann im Rahmen ihrer Zuständig-  
keit und Befugnisse Reglemente erlassen. Solche  
Reglemente können für wichtige Entscheide der Ge-  
schäftsführung auch qualifizierte Präsenz- und Zu-  
stimmungsquoten vorsehen.

<sup>4</sup> Die Delegation von Zuständigkeiten und Verantwor-  
lichkeiten der Geschäftsführung an einzelne Ge-  
schäftsführer oder Dritte ist in einem Organisations-  
reglement festzulegen.

#### **Artikel 27: Wahl und Abberufung**

<sup>1</sup> Die Geschäftsführer werden durch die Gesellschaf-  
tersversammlung bestellt.

<sup>2</sup> Als Geschäftsführer können nur natürliche Personen  
eingesetzt werden.

<sup>3</sup> Die Generalversammlung kann von ihr ge-  
wählte Geschäftsführer jederzeit durch Mehrheitsbe-  
schluss abberufen.

#### **Artikel 28: Einberufung der Sitzungen**

<sup>1</sup> Sitzungen der Geschäftsführung werden durch den  
Vorsitzenden oder, im Verhinderungsfalle, durch den  
Vize-Vorsitzenden oder durch einen anderen Ge-  
schäftsführer schriftlich, elektronisch oder per Telefon  
einberufen, so oft wie es notwendig ist.

<sup>2</sup> Der Vorsitzende der Geschäftsführung hat auch eine  
Sitzung einzuberufen, wenn ein Geschäftsführer vom  
Vorsitzenden, unter Angabe der Gründe, schriftlich die  
Einberufung einer Sitzung verlangt.

<sup>3</sup> Die Sitzungen können auch per Telefon, Videokon-  
ferenz oder mit ähnlichen Kommunikationsmitteln so-  
wie elektronisch und ohne physischen Tagungsort ab-  
gehalten werden.

#### **Artikel 29: Beschlussfassung**

<sup>1</sup> Die Geschäftsführung ist beschlussfähig, wenn die  
Mehrheit der Geschäftsführer an der Sitzung teil-  
nimmt. Dieses Quorum ist nicht erforderlich für Ge-  
schäftsführungsbeschlüsse im Zusammenhang mit ei-  
ner Kapitalerhöhung oder nachträglichen Kapitaleinla-  
gen oder sonstigen beurkundungspflichtigen Ände-  
rungen des Stammkapitals.

<sup>2</sup> Die Geschäftsführung entscheidet mit der Mehrheit  
der abgegebenen Stimmen, sofern nicht das Gesetz,

among its members. It may also elect a secretary who  
does not need to be a member of the Management  
Board.

<sup>3</sup> Incidentally, the Management Board shall organize  
itself within the regulations of the law and the articles  
of association. The Management Board may, within its  
responsibilities, enact regulations. Such regulations  
may provide for qualified attendance quorums and ma-  
jority votes for important decisions of the Management  
Board.

<sup>4</sup> The delegation of responsibilities of the Management  
Board to specific managing directors or to third parties  
must be stipulated in the organizational regulations.

#### **Article 27: Appointment and Dismissal**

<sup>1</sup> The Quotaholders' Meeting appoints the members of  
the Management Board.

<sup>2</sup> Only natural persons may be appointed as members  
of the Management Board.

<sup>3</sup> The Quotaholders' Meeting may dismiss members of  
the Management Board that it has appointed at any  
time by a majority vote.

#### **Article 28: Convocation of Meeting**

<sup>1</sup> Meetings of the Management Board shall be called  
by means of a written notice, by electronic means or  
by telephone by the chairperson of the Management  
Board, in his/her absence by its vice-chairperson or  
any other member of the Management Board, as often  
as the need arises.

<sup>2</sup> The chairperson shall also call a meeting upon the  
written request of a member of the Management Board  
stating the reasons for such request.

<sup>3</sup> Meetings may also be held by means of telephone,  
video-conferencing or similar means of communica-  
tion, as well as electronically and without any physical  
place of meeting.

#### **Article 29: Resolutions**

<sup>1</sup> The Management Board may validly pass resolutions  
if the majority of its members participates in the meet-  
ing. This quorum is not required for resolutions of the  
Management Board in connection with a capital in-  
crease or subsequent capital contributions or other  
changes to the quota capital requiring notarisation.

<sup>2</sup> The Management Board passes its resolutions by a  
majority of the votes cast, unless the law, these articles





diese Statuten oder ein von der Geschäftsführung erlassenes Reglement ein anderes Mehrheitserfordernis vorsieht. Der Vorsitzende hat den Stichentscheid.

<sup>3</sup> Die Beschlüsse der Geschäftsführung können auch auf schriftlichem Weg auf Papier oder in elektronischer Form gefasst werden, sofern nicht ein Geschäftsführer eine mündliche Beratung verlangt. Der auf diese Weise gefasste Beschluss wird in das Protokoll der nächsten Sitzung des Verwaltungsrats aufgenommen.

#### **Artikel 30: Protokoll**

<sup>1</sup> Über die Verhandlungen und Beschlüsse ist ein Protokoll zu führen, welches vom Vorsitzenden und vom Protokollführer zu unterzeichnen ist.

<sup>2</sup> Das Protokoll nennt ebenfalls die anwesenden Geschäftsführer.

#### **Artikel 31: Sorgfalts- und Treuepflicht; Konkurrenzverbot**

<sup>1</sup> Die Geschäftsführer sowie Dritte, die mit der Geschäftsführung befasst sind, müssen ihre Aufgabe mit aller Sorgfalt erfüllen und die Interessen der Gesellschaft in guten Treuen wahren.

<sup>2</sup> Die Geschäftsführer sowie Dritte, die mit der Geschäftsführung befasst sind, dürfen konkurrenzierende Tätigkeiten ausüben, sofern sie dabei weiterhin all ihren Pflichten, die sie im Rahmen ihres Mandats haben, nachkommen.

#### **Artikel 32: Auskunfts- und Einsichtsrecht der Geschäftsführer**

<sup>1</sup> Jeder Geschäftsführer hat das Recht über alle Aktivitäten der Gesellschaft informiert zu werden.

<sup>2</sup> Während den Sitzungen kann jeder Geschäftsführer Auskunft von den anderen Geschäftsführern oder von den Personen die mit der Geschäftsführung befasst sind, verlangen.

<sup>3</sup> Ausserhalb der Sitzungen ist jeder Geschäftsführer berechtigt von den Personen, die mit der Geschäftsführung befasst sind, Auskunft über den Geschäftsgang und, mit Ermächtigung des Vorsitzenden, über einzelne Geschäfte zu verlangen.

<sup>4</sup> Jeder Geschäftsführer kann vom Vorsitzenden Einsicht in die Bücher und Unterlagen verlangen, soweit

of association or regulations issued by the Management Board provide for a different majority requirement. The chairperson has the casting vote.

<sup>3</sup> The resolutions of the Management Board may also be passed by way of written consent or by electronic means, unless a member of the Management Board requests oral deliberation. The resolution passed in this way shall be recorded in the minutes of the next meeting of the Management Board.

#### **Article 30: Minutes**

<sup>1</sup> The discussions and resolutions of the Management Board shall be minuted. The minutes shall be signed by the chairperson of the meeting and the secretary.

<sup>2</sup> The minutes shall also indicate the members attending the meeting.

#### **Article 31: Duty of Care and Loyalty; Non-Competition**

<sup>1</sup> The members of the Management Board as well as third parties to whom responsibilities of the Management Board have been delegated must carry out their duties with all due care and safeguard the interests of the Company in good faith.

<sup>2</sup> The members of the Management Board as well as third parties to whom responsibilities of the Management Board have been delegated are authorized to conduct competing business provided that in conducting such competing business, the relevant person shall still comply in full with its obligations as a fiduciary of the Company.

#### **Article 32: Right to Information and Inspection of the Members of the Management Board**

<sup>1</sup> Each member of the Management Board has the right to obtain information on all the activities of the Company.

<sup>2</sup> During meetings, each member of the Management Board may request information from the other members as well as from other persons charged with the management of the company.

<sup>3</sup> Outside the meetings, each member of the Management Board is entitled to request from the persons charged with the management of the company information about the course of business and, with the authorisation of the chairperson, about specific transactions.

<sup>4</sup> Each member of the Management Board may ask the chairperson to inspect books and records as far



dies zur Erfüllung der ihm übertragenen Aufgaben erforderlich ist.

<sup>5</sup> Lehnt der Vorsitzende einen Antrag auf Auskunft, Befragungen oder Einsicht ab, so entscheidet die Geschäftsführung in dieser Angelegenheit.

#### **Artikel 33: Befugnisse und Leitung der Gesellschaft**

<sup>1</sup> Die Geschäftsführer sind in allen Angelegenheiten und für alle Beschlüsse zuständig, die nicht nach zwingendem Recht oder den Statuten der Gesellschafterversammlung zugewiesen sind oder durch das Organisationsreglement an ein anderes Gesellschaftsorgan delegiert wurden.

<sup>2</sup> Die Geschäftsführer können, mit Ausnahme der vom Gesetz vorgesehenen unübertragbaren und unentziehbaren Aufgaben der Geschäftsführer und im Einklang mit dem Organisationsreglement, die gesamte oder einen Teil der Geschäftsführung an eine oder mehrere Personen, die nicht Geschäftsführer sein müssen übertragen.

<sup>3</sup> Das Organisationsreglement regelt die Geschäftsleitung, legt die dafür notwendigen Stellen fest, definiert die jeweiligen Aufgaben und legt insbesondere die Berichterstattungspflichten fest.

<sup>4</sup> Wenn die Geschäftsleitung nicht delegiert wurde, wird sie von allen Geschäftsführern gemeinsam ausgeübt.

as necessary for the performance of the tasks he is entrusted with.

<sup>5</sup> If the chairperson rejects a request for information, a hearing or an inspection, the Management Board shall decide on that matter.

#### **Article 33: Duties and Management of the Company**

<sup>1</sup> The Management Board may resolve upon all matters which are not reserved to the Quotaholders' Meeting by law or the articles of association or delegated to another corporate body by the organizational regulations.

<sup>2</sup> Except for what regards the powers that are non-transferable by law, the Management Board may delegate all or part of the management to one or more of its members or to third parties, in accordance with the organisational regulations.

<sup>3</sup> The organizational regulations organise the management, set forth the positions necessary for it, define the respective duties, and, in particular, determine the reporting requirements.

<sup>4</sup> If the management is not delegated, it shall be exercised jointly by all members of the Management Board.

### **C. REVISIONSSTELLE**

### **C. AUDITORS**

#### **Artikel 34: Revisionsstelle**

#### **Article 34: Auditors**

<sup>1</sup> Die Gesellschafterversammlung wählt gegebenenfalls eine oder mehrere Revisionsstellen für ein Geschäftsjahr. Wiederwahl ist zulässig.

<sup>2</sup> Die Gesellschafterversammlung kann auf die Wahl einer Revisionsstelle verzichten, sofern:

1. die Gesellschaft nicht zur ordentlichen Revision verpflichtet ist;
2. sämtliche Gesellschafter zustimmen; und
3. die Gesellschaft nicht mehr als zehn Vollzeitstellen im Jahresdurchschnitt hat.

<sup>3</sup> Der Verzicht durch sämtliche Gesellschafter gilt auch für die nachfolgenden Jahre. Jeder Gesellschafter hat jedoch das Recht, spätestens zehn Tage vor der Gesellschafterversammlung die Durchführung einer ein-

<sup>1</sup> The Quotaholders' Meeting shall, where applicable, elect one or several Auditors for the tenure of one business year. Re-election shall be permitted.

<sup>2</sup> The Quotaholders' Meeting may waive the election of Auditors if:

1. the Company is not subject to an ordinary audit;
2. all quotaholders give their consent; and
3. the workforce of the Company does not exceed ten full-time employees on an annual basis.

<sup>3</sup> When the quotaholders have renounced to a limited audit, such renunciation is also valid for the following years. This notwithstanding, each quotaholder may request a limited audit and the appointment of Auditors



geschränkten Revision und die Wahl einer Revisionsstelle zu verlangen. In diesem Fall kann die Gesellschafterversammlung die in Artikel 698 Absatz 2 Ziffer 3 und 4 erwähnten Beschlüsse erst fassen, wenn der Revisionsbericht vorliegt.

<sup>4</sup> Als Revisionsstelle können eine oder mehrere natürliche oder juristische Personen oder Personengesellschaften gewählt werden.

<sup>5</sup> Die Revisionsstelle muss ihren Wohnsitz, ihren Sitz oder eine eingetragene Zweigniederlassung in der Schweiz haben. Falls die Gesellschaft mehrere Revisionsstellen hat, muss mindestens eine davon dieses Kriterium erfüllen.

<sup>6</sup> Die Revisionsstelle muss die gesetzlich vorgeschriebenen Anforderungen an ihre Qualifikation und Unabhängigkeit erfüllen.

#### **Artikel 35: Amtsdauer**

Die Revisionsstelle ist für ein Geschäftsjahr gewählt. Ihr Mandat endet mit der Annahme der Jahresrechnung. Eine Wiederwahl ist möglich.

at the latest ten days before the Quotaholders' Meeting. In this case, the Quotaholders' Meeting may only take the decisions referred to in article 698 para. 2 no. 3 and 4 CO once the auditors' report is available.

<sup>4</sup> One or several individuals, legal entities or partnerships may be appointed as Auditors.

<sup>5</sup> The Auditors must have their domicile, their registered office or a branch registered in Switzerland in the commercial register. If the Company has several Auditors, at least one of them must fulfil this requirement.

<sup>6</sup> The Auditors shall satisfy the qualification and independence requirements contemplated by law.

#### **Article 35: Duration**

The Auditors are elected for a period of one year. Their mandate ends with the approval of the annual financial statements. They may be reappointed.

### **TITEL V GESCHÄFTSJAHRE – JAHRESRECHNUNG – BILANZGEWINNVERTEILUNG**

#### **Artikel 36: Geschäftsjahr**

Die Geschäftsführer legen Beginn und Ende des Geschäftsjahres fest.

#### **Artikel 37: Geschäftsbericht**

<sup>1</sup> Der Geschäftsbericht und der allfällige Revisionsbericht sind den Gesellschaftern spätestens zusammen mit der Einladung zur ordentlichen Gesellschafterversammlung zuzustellen.

<sup>2</sup> Die Gesellschafter können verlangen, dass ihnen nach der Gesellschafterversammlung die von ihr genehmigte Fassung des Geschäftsberichts zugestellt wird.

#### **Artikel 38: Dividenden**

<sup>1</sup> Die Dividenden werden zu dem von der Geschäftsführung festgelegten Zeitpunkt ausgezahlt.

<sup>2</sup> Dividenden dürfen erst festgesetzt werden, nachdem die Zuweisungen an die gesetzliche Gewinnreserve und an die freiwilligen Gewinnreserven in Übereinstimmung mit Gesetz und Statuten erfolgt sind.

### **TITLE V BUSINESS YEAR – ANNUAL FINANCIAL STATEMENTS – ALLOCATION OF PROFITS**

#### **Article 36: Business Year**

The Management Board sets the beginning and end of the business year.

#### **Article 37: Annual Report**

<sup>1</sup> The annual report and the audit report, if any, must be sent to the quotaholders at the latest together with the invitation to the ordinary Quotaholders' Meeting.

<sup>2</sup> The quotaholders may request a copy of the annual report which has been approved by the Quotaholders' Meeting.

#### **Article 38: Dividends**

<sup>1</sup> Dividends are to be paid at the time specified by the Management Board.

<sup>2</sup> The dividends can only be determined once the allocations to the legal and voluntary reserves have been made in accordance with the law and the articles of association.





<sup>3</sup> Dividenden dürfen nur aus dem Bilanzgewinn und aus hierfür gebildeten Reserven ausgerichtet werden.

<sup>3</sup> Dividends may only be paid out of the profit resulting from the balance sheet and the reserves created for that purpose.

<sup>4</sup> Dividenden, die nicht innerhalb von fünf Jahren nach ihrer Fälligkeit geltend gemacht werden, sind verjährt und fallen der Gesellschaft zu.

<sup>4</sup> Any dividend which has not been claimed within five years from the date it became due is time-barred and shall belong to the Company.

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#### TITEL VI : LIQUIDATION

#### TITLE VI : LIQUIDATION

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##### Artikel 39: Auflösung und Liquidation

##### Article 39: Dissolution and Liquidation

<sup>1</sup> Die Auflösung der Gesellschaft kann durch einen Beschluss der Gesellschafterversammlung, über den eine öffentliche Urkunde zu errichten ist, erfolgen.

<sup>1</sup> The Quotaholders' Meeting may dissolve the Company by means of a resolution which needs to be notarized.

<sup>2</sup> Die Liquidation wird sofern sie nicht durch einen Beschluss der Gesellschafterversammlung anderen Personen übertragen wird, durch die Geschäftsführer in Übereinstimmung mit den gesetzlichen Bestimmungen besorgt.

<sup>2</sup> The liquidation will be carried out in accordance with the applicable legal provisions by the Management Board or the liquidators elected by the Quotaholders' Meeting.

<sup>3</sup> Jeder Gesellschafter hat Anspruch auf einen Anteil am Liquidationsergebnis, der dem Verhältnis der Nennwerte seiner Stammanteile zum Stammkapital entspricht. Wurden Nachschüsse geleistet und nicht zurückbezahlt, so ist deren Betrag den Stammanteilen der betreffenden Gesellschafter und dem Stammkapital zuzurechnen.

<sup>3</sup> Each quotaholder shall have the right to participate in the liquidation proceeds according to the total nominal value of its quotas in relation to the total capital of the Company. If additional contributions have been made and have not been refunded, such additional contributions are to be added to the quotas of such quotaholders and to the nominal capital of the Company.

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#### TITEL VII MITTEILUNGEN

#### TITLE VII NOTICES

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##### Artikel 40: Mitteilungen und Bekanntmachungen

##### Article 40: Notices and Announcements

<sup>1</sup> Alle formellen Mitteilungen der Gesellschaft an die Gesellschafter erfolgen per Post, E-Mail oder durch die von der Geschäftsführung bezeichnete elektronische Kommunikationsplattform an die im Anteilbuch verzeichneten Kontaktangaben.

<sup>1</sup> Notices to the quotaholders are made by letter, e-mail or the electronic communication platform designated by the Management Board, to the quotaholders according to the quota register.

<sup>2</sup> Publikationsorgan der Gesellschaft ist das Schweizerische Handelsamtsblatt. Die Geschäftsführung kann weitere Publikationsmittel bezeichnen.

<sup>2</sup> The publication medium of the Company is the Swiss Official Gazette of Commerce (SOGC). The Management Board may designate additional means of publication.



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**TITEL VIII  
INTERPRETATION**

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**TITLE VIII  
INTERPRETATION**

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**Artikel 41: Sprache**

Die Statuten sind auf Deutsch und Englisch verfasst.  
Bei Unstimmigkeiten ist die deutsche Fassung massgebend.

Zug, 14. November 2023

**Article 41: Language**

The articles of association are written both in German and English. In case of discrepancies, the German version shall prevail.

Zug, 14 November 2023

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## **BEGLAUBIGUNG LEGALIZATION**

Der unterzeichnende Notar des Kantons Zug, Dr. Paul Thalmann, Rechtsanwalt und Urkundsperson, Reichlin Hess AG, Landis + Gyr-Strasse 1, 6300 Zug, beglaubigt hiermit, dass die vorliegenden Statuten jenen entsprechen, die anlässlich der Gründung der DeXentra GmbH, mit Sitz in Zug, von den Gründern genehmigt worden sind. Sie umfassen (samt dieser Seite) 18 Seiten.

*The undersigned notary public of the Canton of Zug, Dr. Paul Thalmann, Attorney at Law and Notary Public, Reichlin Hess AG, Landis + Gyr-Strasse 1, 6300 Zug, hereby certifies that the present articles of association correspond to the version approved by the incorporators on the occasion of the incorporation of DeXentra GmbH, having its registered office in Zug. They comprise 18 pages (including this page).*

Zug, 14. November 2023

Zug, 14 November 2023



Der Notar:

*The notary public:*

Dr. Paul Thalmann  
Rechtsanwalt und Urkundsperson  
*Attorney at Law and Notary Public*

ANNEX IV – Opening and balance sheet of DeXentra GmbH

Bilanz per 30.11.2023

Währung CHF  
DeXentra GmbH

Nummer	Bezeichnung	Saldo
Aktiven		
10	Umlaufvermögen	
100	Flüssige Mittel	
1010	Kapitaleröffnungskonto	20'000.00
100	Total Flüssige Mittel	20'000.00
10	Total Umlaufvermögen	20'000.00
Total Aktiven		20'000.00

**Bilanz per 30.11.2023**

Währung CHF  
DeXentra GmbH

Nummer	Bezeichnung	Saldo
<b>Passiven</b>		
<b>28</b>	<b>Eigenkapital (juristische Person)</b>	
280	Grund-, Gesellschafter- oder Stiftungskapital, ggfs. gesondert nach Beteiligungskategorien	
2800	Stammkapital	-20'000.00
280	Total Grund-, Gesellschafter- oder Stiftungskapital, ggfs. gesondert nach Beteiligungskategorien	-20'000.00
<b>28</b>	<b>Total Eigenkapital (juristische Person)</b>	<b>-20'000.00</b>
<b>Total Passiven</b>		<b>-20'000.00</b>