



LivingPackets SA

Sharing Undertaking Agreement



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with **LivingPackets SA**, a Swiss company limited by shares, with a share capital of CHF 1,000,000.-, having its registered address at 80, Avenue C.F. Ramuz, 1009 Pully (Switzerland), and registered under n° CHE-385.652.744 with the Trade Registry of the Canton of Vaud, Switzerland („LPSA“).

By registering/clicking, you (the „Sharing Angel“)

- (I) certify to be over 18 years of age and to have the full legal right to execute this agreement and
- (II) confirm to have read and to agree with the terms and conditions set forth in the present LPSA sharing undertaking.

Article 1 What is LivingPackets Offering?

- 1.1. LPSA has designed and has developed a disruptive business model (hereinafter the “**LP Business Model**”) aimed at replacing the traditional existing capitalistic structure by a new participatory model based on the sharing to a larger and fairer extent of the success of business activities.
- 1.2. The LP Business Model enables every person in the civil society to be actively part of the creation and development of a business. All participants have the opportunity to share the fruits of the company’s success in proportion of their participatory activity. The LP Business Model stands apart from the traditional models which remunerate the capital investment of a few on the sole basis of the size of their investment, regardless of their active participation to the value creation.
- 1.3. With that in mind, LPSA has completely redesigned and reworked logistics and has developed an innovative solution for transport and packaging. This solution developed and owned by LPSA and the participation of individual persons of the civil society are key elements of the LP Business Model.
- 1.4. To develop the disruptive participatory model which it has created including mass production of their products, everyone is offered the opportunity to pool efforts and resources together with LPSA in order to develop the LP Business Model and to share its success (the „**Participatory Project**“).

Article 2 Contributions of the Sharing Angel to the Participatory Project

The Sharing Angel contributes the following to the Participatory Project:

- 2.1. A **financial contribution**. Granting of the Sharing Angel status and application of the present LPSA Sharing Undertaking are subject to receipt by LPSA of the Sharing Angel's financial contribution. Except in the event of positive liquidation of the simple partnership among the Parties, the Sharing Angel shall not have any legal reimbursement claim and the financial contribution is made without any guarantee other than those provided in this Agreement.
- 2.2. Without commitment and subject to the Sharing Angel's wishes and availability, an **active participation** to the development and to the success of the Participatory Project as a Customer, Sender, Recipient, Guardian, Supporter, etc.

Article 3 Limitation to the Sharing Angel's Undertaking

- 3.1. The Sharing Angel's undertaking is limited to its financial contribution (see 2.1 above). Under no circumstances will the Sharing Angel bear potential losses of the Participatory Project nor be called upon to make another financial contribution to the Participatory Project or to LPSA. The Sharing Angel does not bear any financial risk beyond the loss of its own financial contribution. The Sharing Angel nevertheless acknowledges that he may lose all of its financial contribution without any opportunity to recover it and that the success of the Participatory Project and/or LPSA as well as the chance to participate financially to their development and success is uncertain.
- 3.2. Through its contributions, the Sharing Angel shall not gain any position whatsoever in LPSA or in the Participatory Project, for example as shareholder, corporate body, director, manager, employee or any other position. The Sharing Angel shall become a partner of the Participatory Project but shall not have any decision power or any voting right in relation to strategic, management and operational or implementing decisions of the Participatory Project by LPSA.
- 3.3. Through its contributions, the Sharing Angel shall not have any property right or any other right of any nature whatsoever on assets of LPSA and/or of the Participatory Project, either tangible such as without limitation packets or hardware used and/or owned by LPSA, or intangible such as without limitation inventions whether patented or not, software, algorithms, clients, the LP Business Model, know-how, designs and models, databases and any other asset.

Article 4 LPSA's Contribution

- 4.1. The contribution of LPSA to the Participatory Project shall consist in further developing and managing the LPSA Business Model in proportion to the Sharing Angel's contributions. LPSA does not contribute any tangible or intangible asset to the Participatory Project and its contribution shall be strictly limited to a contribution in the form of work.

Article 5 What is shared in the LP Business Model

- 5.1. Pursuant to its disruptive participatory economic model, LPSA undertakes to share the success of the Participatory Project with the Sharing Angel based on an algorithm, which takes into account the following weighting factors:
 - 5.1.1. **Time of the financial contribution:** First come, first served; and
 - 5.1.2. **Intensity of the active participation** of the Sharing Angel.
- 5.2. On a regular basis, the Sharing Angel will also be informed by email of LPSA's activities as well as of the progress of the Participatory Project. The Sharing Angel will get real-time information on the state of the Participatory Project through the LivingPackets Sharing Angel Account on our websites and mobile apps.

Article 6 Taxes, Duties and Social Charges

- 6.1. The Sharing Angel shall be solely responsible and liable for the collection and payment of taxes, duties and social charges in any country whatsoever on any amount which may be paid to him by LPSA in relation to the Participatory Project's success. LPSA does not accept any responsibility or liability nor gives any advice in such respect.

Article 7 By which law is the Sharing Angel's Undertaking governed and which are the competent courts?

- 7.1. The relationship between LPSA and the Sharing Angel shall be governed by the terms and conditions of the present LivingPackets Sharing Undertaking Agreement and by Swiss law, in particular Articles 530 and following of the Swiss Code of obligations relating to the simple partnership. The Swiss simple partnership, defined as the combination of efforts and resources in order to achieve a common goal, has been elected by LPSA as it is in line with the LP Business Model. Through its participation undertaking, the Sharing Angel shall become a partner of LPSA within the frame only of the Participative Project between LPSA and the Sharing Angel. Notwithstanding the fact that LPSA will form a simple partnership for each individual Participatory Project with each Sharing Angel, the Sharing Angel shall in no manner whatsoever become a partner of one or several other Sharing Angels.
- 7.2. In the event of questions or disputes, the Sharing Angel may contact LPSA at contact@livingpackets.com with the aim of finding an amicable settlement. Should a dispute not be resolved amicably, the Courts of Lausanne (Switzerland) shall be exclusively competent.

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