

DEED OF TRUST

This Deed of Trust (the "Trust Deed") sets out the terms and conditions upon which **PSGA Attain Consultants and Management GmbH**, business address Franz-Abt-Straße 10, 65183 Wiesbaden, registered with the commercial register of the local court Wiesbaden with HRB 31113 (the "Trustee") administrates the claims transferred to it by **Trado GmbH**, business address Hüttenweg 37, 14195 Berlin, registered with the commercial register of the local court Charlottenburg with HRB 119473 (the "Trustor") (together, the "Parties").

Whereas, envion AG, Baar, Switzerland, the "Company") executed an ICO in December 2017/January 2018, which led to approximately Fr.90 million in funding and crypto currency and USD based on the exchange rate at that time ("ICO"); the contributions of the investors were based on the Subscription Agreement according to the prospectus of January 2018 ("Subscription Agreement"; definitions in the following also refer to the definitions of the Subscription Agreement).

Whereas, the Trustor contributed to the ICO as initiator of the business concept and supported the execution. However, contrary to the agreement with the shareholder of the Company, Quadrat Capital GmbH, Ludwigkirchstraße 3, 10719 Berlin, ("Quadrat"), the Trustor was not granted a shareholding position of 81% of the shares of the Company but only 31%; this dilution was achieved by initiating and executing an unlawful capital increase in January 2018, subscribed by Sycamore GmbH, Kurfürstendamm 57, 10707 Berlin ("Sycamore"). The unlawfulness of the capital increase has been confirmed by the Berlin courts (District Court Berlin -*Landgericht* - judgment of June 21, 2018; High Court of Berlin- *Kammergericht* - judgement of February 26, 2019).

Whereas, the management and other shareholders of the Company refrained from any activity in terms of executing the business plan of the Company, also blocking any attempt by the Trustor in this respect. Additionally, the management of the Company failed to fulfill its administrative tasks, most importantly to provide an auditor. This failure ultimately led to a court ordered liquidation of the Company. As a consequence, the Trustor does not see any realistic scenario for executing the business plan.

Whereas, the courts are now involved in deciding about the lawfulness of the actions of the parties, the Trustor's only interest is to make sure, that the investors recover as much as possible of their original investment and not let Quadrat and Sycamore and their shareholders benefit in any respect of the situation.

Whereas, according to section III. of the Subscription Agreement (Basket 1), the founders of the issuer, i.e. the Company, have been allocated 10% of the Tokens ("Team tokens"); the founders have issued a power of attorney to the Trustor so that the Trustor shall transfer the remaining Team tokens and all related rights to the Trustee.

Whereas, the Trustor and the founders do not want to benefit from the failed business of the Company resulting from the actions of the management of the Company and Quadrat and Sycamore, and therefore they would like interested investors to benefit from the potential claims of the Trustor and founders out of the Team tokens and potential damage claims.

Whereas, the intention of the Trustor is to avoid any unnecessary costs related to the reimbursement of investors, to this end, the Trustor shall handle the technical aspects of communicating with the investors, thereby reducing costs that would be incurred by the Trustee.

In light of this, the Parties agree on the following (the "Agreement"):

I. TRANSFER OF CLAIMS

The Trustor transfers and assigns to the Trustee accepting this

1. the Team tokens and all their related rights against the Company, in particular the participation rights ("Token Claims");
2. potential claims against the Company for paying out dividends or liquidation surplus, for the avoidance of doubt arising from the Trustor's shareholding position at the relevant time up to 81% ("Dividends");
3. all claims for damages against Quadrat and Sycamore, its shareholders and managing directors, employees and whoever was involved in this respect in the unlawful capital raise of the Company and subsequent management decisions related to the Company, the Trustor and the founders of the Company according to the Subscription Agreement ("Damage Claims"; Token Claims, Dividends and Damage Claims jointly "Claims").

The Trustee hereby acknowledges receipt of the Claims and consents to the terms of the Trust Deed. The Trustee admits and acknowledges that it is holding the Claims and the funds arising from the realization of the Claims (together the "Trust Fund") in trust on the terms as set out in this Trust Deed. The Trustee is also expressly authorized to receive further claims in the future from the Trustor or from any other person and to add these new claims to the Trust Fund as long as they arise from the same legal and/or contractual set of circumstances according to this Agreement.

II. RIGHTS AND OBLIGATIONS OF THE TRUSTEE

1. The Trustee shall register the claims based on the Team tokens with the bankruptcy trustee of the Company or his auxiliary agents and take all actions necessary and reasonable in order to assert the claims.
2. The Trustee shall register the claims for Dividends with the bankruptcy trustee of the Company or his auxiliary agents.
3. The Trustee shall evaluate the Damage Claims and enforce them if according to the evaluation, there is a reasonable probability of successful enforcement. However, actions related to evaluation and enforcement is only to be taken by the Trustee if there is financing secured to follow up on the Damage Claims. The Trustee is free at its own discretion to seek financing for this also outside of the Parties of this Agreement, and in light of this can take any action which gives a reasonable benefit out of the Damage Claims, including selling and transferring the Damage Claims to third parties.
4. The Trustee shall collect payments on the Claims and/or otherwise realize the Claims and hold and administer any funds acquired within the scope of this fiduciary relationship separately from its own assets.

5. Any Surplus the Trustee achieves out of the Claims as defined in section 3, the Trustee shall transfer at the end of each quarter to the Tokenholders as defined in section 4. This shall not constitute a contract in favor of a third party according to section 328 German Civil Code (BGB), i. e. the Tokenholders shall not obtain an own claim to receive any surplus.
6. The Trustee can subcontract whatever it deems appropriate.
7. The Trustee is entitled to claim reasonable advance payments by the Trustor in order to cover its payment claims under this Agreement.

III. ADMINISTRATION OF TRUST FUNDS

1. The Trustee is entitled and obliged to make the following payments from the Trust Fund:
 - a) any and all costs of the Trustee administrating the Trust Fund including its remuneration,
 - b) any and all tax liabilities including but not limited to the payment of estate duties, transfer taxes, capital taxes.
2. The Trustee shall keep provisions in case of successful enforcement of the Claims in order to make sure that the Trustor and founders can be reimbursed by the Trust Fund if they are legally obligated according to a reasonable assessment by the Trustee to make payments to the Company or investors into the company or other parties based on the activities of the Trustor and founders related to the Company; in case of materializing such payment obligations; the Trustee makes respective payments out of the Trust Fund to the Trustor.
3. The Trustee shall make the quarterly payouts to the Tokenholders once there is a surplus taking into account all payments and provisions made in accordance with clauses III.1. and III. 2. (the "Surplus"). The payout requires that the respective Tokenholders are qualified according to section 4 and submitted their FIAT- account details if deemed necessary by the Trustee.

IV. POWER OF ATTORNEY FOR COMMUNICATION - ELIGIBLE TOKENHOLDERS

Each investor is eligible for participating in the Claims payout ("Tokenholder") if

1. they submit the instruction to the trustee and powers of attorney for communication and the exercising of voting rights in creditors' meetings to the Trustee according to **Terms & Conditions** document; this is necessary in order to ensure a uniform treatment of the investors that want to participate in the Claims; however, the Company's bankruptcy trustee or his auxiliary agents have to accept the instruction to the trustee and since the procedure on granting the instruction to the trustee is not yet finalized by the Company's bankruptcy trustee or his auxiliary agents, each investor has to comply with those requirements which might differ from the ones outlined in **Terms & Conditions**; and
2. the Company's bankruptcy trustee or his auxiliary agents has acknowledged the investor's power of attorney to exercise voting rights and has notified the investor or the Trustee on his behalf, as the case may be, of the quota of such investor in the liquidation proceeds.

The Trustor shall handle all technical aspects of the communication with the Tokenholders according to the instruction of the Trustee and therefore the responsibility for the proper execution of these instructions rests with the Trustor.

V. TERM of TRUST AGREEMENT - CHANGE OF TRUSTEES

1. The term of the Agreement ends
 - a) once the Trustee, applying reasonable discretion, concludes that the Claims have been reasonably settled taking into account its obligation according to section II., III. and IV.; or
 - b) the Trustor has violated its obligation under the Agreement and, after being notified of this violation twice in writing with notice periods of one month each, and no remedy of the contractual breach by the Trustor has occurred, then the Trustee is entitled to terminate the Agreement with immediate effect; or
 - c) the Trustee has violated its obligation under the Agreement and, after being notified of this violation twice in writing with notice periods of one month each, and no remedy of the contractual breach by the Trustee has occurred, then the Trustor is entitled to terminate the Agreement with immediate effect.

Termination rights for good cause remain unaffected.

2. In case of termination of this Agreement, the Trustor has the right to appoint another trustee which shall take over the rights and obligations of the Trustee and the Trustee is obligated to collaborate in such process to ensure a seamless transfer.

VI. TRUSTOR'S GENERAL RIGHTS AND OBLIGATIONS

The Trustor may at any time assign its rights and obligations under this Trust terms to a third party.

VII. INDEMNITIES AND WARRANTIES

Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations hereunder.

The failure or delay by either Party to enforce any term of this Trust Deed or to act upon a breach of any term shall not constitute a waiver of their rights.

The Trustee shall be liable for the breach of the contractual obligations assumed in accordance with the care customary in its profession. Claims are subject to a limitation period of one year unless a longer limitation period is mandatory by law. They are limited to the compensation of the direct damage. This limitation of liability does not apply in the case of intentional or grossly negligent breach of duty.

VIII. TRUSTEES REMUNERATION

The remuneration of the Trustee is agreed upon between the Parties according to **Attachment 1**.

IX. DATA PROTECTION

1. The Parties will comply with the applicable data protection laws and regulations.
2. The Parties shall take all appropriate technical and organizational measures to ensure the Party subordinated or commissioned by the respective Party processes personal data exclusively for the purposes and to the extent provided for in this Agreement. The Parties shall ensure that all persons authorized to process personal data are obliged to maintain confidentiality or are subject to a statutory duty of confidentiality.
3. Insofar as the Trustor processes personal data on behalf of the Trustee, the Parties agree to conclude a processing agreement according to Art. 28 GDPR prior to processing.

X. MISCELLANEOUS

1. This Trust Deed is established under the laws of Germany.
2. Unless it is evident from the context and having regards to the generality of this Trust Deed that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.
3. The heading names in the Trust Deed are provided as reference only and do not form part of the Trust Deed.
4. The Trust Deed or declarations may be executed in both English and other languages. If there is a conflict between this Trust Deed in its various translations the English version shall prevail.
5. The Trustor and the Trustee are familiar with the Terms and Conditions of the Subscription agreement of the Company.
6. The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Trust Deed.

ATTACHMENT 1

Remuneration of the Trustee

1. The amount of the remuneration is determined by the corresponding application of the recommendations of the German Association of Notaries on the remuneration of executors of wills, according to the amount of the trust assets (the term trust assets is hereinafter also abbreviated to "TAs") and the scope of the activity. A minimum remuneration and a supplement to the minimum remuneration have been agreed. The basis is the value of the TAs determined by the parties. Insofar as claims are the subject of the TAs, their nominal value is decisive, whereby a lower value arising in connection with the realization of the claims is of no significance for the remuneration.
2. The minimum remuneration shall be calculated on this basis:
 - a) with 4% of the TAs with a TAs up to EUR 250,00.00
 - b) plus 3% of the TAs exceeding EUR 250,000.00 up to EUR 500,000.00 TAs
 - c) plus 2.5% of the amount exceeding EUR 500,000.00 up to EUR 2,500,000.00 TAs
 - d) plus 2% of the amount exceeding EUR 2,500,000.00 up to EUR 5,000,000.00 TAs
 - e) plus 1.5% of the amount exceeding EUR 5,000,000.00 at TAs
3. The minimum remuneration covers the activities pursuant to the obligations of the Trustee according to this Agreement.
4. In addition, the Trustee is entitled to reimbursement by the Trustor of its expenses related to administrative third party expenses like accounting costs and tax advice as well as expenses related to enforcing the claims out of the Team tokens; such reimbursement though will be ultimately covered by funds recovered through the enforcement process for the Team tokens and other claims according to sec.1 of this Agreement, and, in case of pre-financing by the Trustor, will be paid out to the Trustor.
5. The Trustee is entitled to a yearly ongoing fee of 5,000 EUR; however, such ongoing fee will be set off against the minimum remuneration.