

Registration Agreement

AgaTobwe Token Bond (ATT)

1 General Information

Issuer	Agatobwe Hydro Power Ltd. (AHPL), Kigali, Nyarugenge, Umujiyi wa Kigali, Rwanda, with registration number 106851732 ("Issuer").
Microsite	The latest version of this Agreement can be found on the Issuer's investor relations page https://www.agatobwe.eco/terms-of-issue .
Instrument	Discounted bond issue ("Issue") with registered bonds ("Bonds") of \$ 5,466,356 face value.
Initial Nominal Value	\$ 3,000,000
Form	Ledger-based securities as defined in article 973d ss. Of the Swiss Code of Obligations ("CO"). The number of tokenized Bonds ("Token Bonds") in circulation can be found on https://www.agatobwe.eco/ (the "Microsite").
Blockchain	Ethereum Mainnet ("Blockchain"), see https://ethereum.org/en/ for more information.
Smart Contract	ERC-20 token issued under the smart contract 0x90D53b872ce6421122B41a290aCdD22a5eD931bd (the "Smart Contract"), named "AgaTobwe Token Bonds" with symbol "ATT", with the extension recommended by the Swiss Blockchain Federation ² . The Token Bonds are not divisible. The source code of the Token Register determines its functionality. It can be found on Etherscan under: https://etherscan.io/address/0x90D53b872ce6421122B41a290aCdD22a5eD931bd . The recipient Wallet address of the Issuer is 0xa7db365e49021049ec81D1F5B184F52Fe1DD9279 .
Jurisdiction	Zug, Switzerland ("Jurisdiction").

2 Scope

This registration agreement ("**Agreement**") sets out the terms relating to Token Bonds, such as the rules of transfer and the process in case of loss thereof. The Issuer and all holders of Token Bonds ("**Token Bond Holders**") are bound to this Agreement. The Agreement may be updated by the Issuer from time to time to reflect the latest legal and technical developments. The Issuer makes

¹ Previously CARERA-EDERER & TIGER Limited.

² [Circular 2021/01, Ledger-Based Securities, Swiss Blockchain Federation](#).

the currently applicable version of this Agreement available on the Microsite and, where necessary, informs the registered creditors in accordance with the Terms of Issue (as defined below).

3 Issuance of Bonds as Token Bonds

Based on the **Circular resolution of the board of directors**, signed on **19.09.2022**, the Issuer issues bonds (each a "**Bond**" and together the "**Issue**") in accordance with title thirty-four of the Swiss Code of Obligations, as well as with the terms set out in the terms of issue published on the Microsite ("**Terms of Issue**").

The Bonds are issued as ledger-based securities according to article 973d ss. CO. The Issuer mints exactly one indivisible Token Bond for each Bond in the Issue.

Henceforth, each Token Bond shall be attached to the respective Bond such that it may neither be transferred, nor its associated rights exercised without the token. Each Token Bond is always associated to exactly one address in the address space of the Blockchain, with the address enabling Token Bond Holders to prove their power of disposal over the associated Token Bonds and to assert their rights.

4 Transfer of Token Bonds

This section defines the transfer of Bonds that are issued as Token Bonds in accordance with article 973f CO and the Terms of Issue.

Any action that technically transfers the direct or indirect power of disposal of the Token Bond to the new Token Bond Holder constitutes a transfer. This includes, but is not limited to, ERC-20 token transfers to a new address, the handover of a private key in the form of a paper wallet, the internal assignment of the token to a different client of an intermediary that stores the token on behalf of the client, the change of ownership of a smart contract through which the token is held, or even the theft of a token by a hacker.

In case of a technical transfer without a valid underlying legal cause (e.g., in case of theft), it is the prior Token Bond Holder's sole responsibility to take appropriate legal action. Except in case of an enforceable judgment or clear evidence to the contrary, the Issuer will allow the new Token Bond Holder as the rightful beneficiary of the associated rights in accordance with art. 973 CO.

5 Creditor Registration

The Issuer requires Creditors to pass an Anti-Money-Laundering (AML) check by going through a Know-Your-Customer (KYC) or Know-Your-Business (KYB) process that ensures a person is actually who they say they are, or an entity and its representatives are actually who they say they are.

The Creditor onboarding process performs a third-party KYC/KYB, AML risk scoring, and wallet screening on Creditors. If the verification is successful, the Creditor is prompted to claim their passport³ which makes the Bonds accessible.

Third-party solution providers are responsible for conducting AML screening of Creditors based on an exact

³ A non-transferrable NFT ([ERC1155](#)).

match with a sanctions list, watchlist, or PEP list. Third-party solution providers are also responsible for wallet screening for association with non-sanctions activity. The Issuer bears no legal obligation nor responsibility for conducting such restrictions.

In case the Creditor has already passed an AML/KYC check via recognized third-party solution providers, such as [Goldfinch](#) and [Quadrata](#), the Bonds are automatically accessible.

6 Burning Token Bonds

Burning a token is the technical process of removing the ownership of the Token Bond on the blockchain. The ability to burn tokens is part of the ERC-20 standard. Token Bond Holders can burn their Token Bonds when the Token Bonds reach expiry as they are sold back to the Issuer at Face Value on the Microsite.

7 Establishment of Securities

The registration of a security in accordance with article 973g section 1 number 1 CO is technically not supported in the Smart Contract. The legally valid establishment of a security on a Token Bond therefore requires the transfer of the Token Bond.

8 Hard Fork

In case of a controversial split of the Blockchain (hard fork), the Company decides, at its own discretion, which version of the Blockchain will be considered to hold the real Token Bonds and communicates this decision on the Microsite

9 General Provisions

9.1 Limitation of Liability

To the maximum extent permitted by law, all representations and warranties with regard to the Bonds and the Token Bonds and any liability by the Issuer or any person acting on behalf of the Issuer with regard thereto are herewith excluded. The Token Holder herewith waives any and all claims related to misrepresentations or breaches of warranties it may have under applicable law.

9.2 Severability / Good Faith

Should any part or provision of this Agreement be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Issuer shall dictate a substitute provision that best reflects the economic intentions without being unenforceable and shall execute all agreements and documents required in this connection. The same shall apply if and to the extent that this Agreement is found to contain any gaps or omissions.

9.3 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. All disputes arising out of or in connection with the present Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts of the Jurisdiction as defined in section 1.

10 Resolution

The Board of Directors hereby adopts this Agreement in a circular resolution. It replaces all previously adopted registration agreements (if any) concerning the same ledger.

Tor Berntsen

[Tor Berntsen \(22. September 2022 08:30 GMT+2\)](#)

Tor Bjørnå Berntsen
Chairman of the Board of Directors
Agatobwe Hydro Power Ltd.

Frode Sagen

[Frode Sagen \(22. September 2022 08:35 GMT+2\)](#)

Frode Sagen
Member of the Board of Directors
Agatobwe Hydro Power Ltd.

ATT-registration-agreement

Abschließender Prüfbericht

2022-09-22

Erstellt:	2022-09-21
Von:	Philip Berntsen (philip.berntsen@bf.uzh.ch)
Status:	Signiert
Transaktions-ID:	CBJCHBCAABAAvTg7x44rzm0-pqB9QUCu9ojQqGjDyckx

Verlauf für „ATT-registration-agreement“

-  Philip Berntsen (philip.berntsen@bf.uzh.ch) hat das Dokument erstellt.
2022-09-21 - 18:46:27 GMT
-  Dokument wurde per E-Mail zur Signatur an fsa@mwg.no gesendet.
2022-09-21 - 18:46:58 GMT
-  Dokument wurde per E-Mail zur Signatur an Tor Berntsen (tbb@mwg.no) gesendet.
2022-09-21 - 18:46:58 GMT
-  Tor Berntsen (tbb@mwg.no) hat die E-Mail angezeigt.
2022-09-22 - 06:26:54 GMT
-  Tor Berntsen (tbb@mwg.no) hat das Dokument mit einer E-Signatur versehen.
Signaturdatum: 2022-09-22 – 06:30:45 GMT – Zeitquelle: Server
-  fsa@mwg.no hat die E-Mail angezeigt.
2022-09-22 - 06:34:50 GMT
-  Die signierende Person fsa@mwg.no hat bei der Signatur den Namen Frode Sagen eingegeben
2022-09-22 - 06:35:27 GMT
-  Frode Sagen (fsa@mwg.no) hat das Dokument mit einer E-Signatur versehen.
Signaturdatum: 2022-09-22 – 06:35:28 GMT – Zeitquelle: Server
-  Vereinbarung abgeschlossen.
2022-09-22 - 06:35:28 GMT