

INTEGRATOR

TERMS & CONDITIONS



ORIGYN Foundation, a Swiss Foundation mandated by the **ORIGYN DAO**, a decentralized autonomous organization, with its registered office at :

Rue des Usines 44
2000 Neuchâtel
Switzerland

AND

[Integrator's name] :

[Address] :

[Country]:

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RECITALS

(a) ORIGYN Foundation, Rue des Usines 44, 2000 Neuchâtel, Switzerland, («ORIGYN Foundation») contributed to develop a protocol aiming safeguarding and tracking both digital and physical assets. The core focus of the foundation is to contribute, democratize and help to develop the ORIGYN Protocol.

(i) To democratize the ORIGYN Protocol, the ORIGYN Foundation can accept an entity (“Integrator”) who shall build product(s) based on the ORIGYN Protocol with a common goal of minting ORIGYN certificates and promote the ORIGYN Protocol in a specific field (“Project”).

(ii) ORIGYN certificate is an open-source NFT Standard. This standard allows the creation of cost-efficient certificates fully on chain. Those certificates can register different types of data corresponding to many different assets, physical or digital.

(iii) Integrators are selected entities specialized in an industry, in an asset class or with expertise across multiple sectors. Following an application to the ORIGYN Foundation, eligible Integrators are elected and voted by the ORIGYN DAO community on the ORIGYN Governance Platform (“SNS platform”).

(iv) Based on this principle, Integrators are free to choose different strategies and can decide which services they wish to develop with ORIGYN certificates. Integrators can decide to sell only the creation of ORIGYN certificates, or authenticate the objects registered in the certificate, sell a Fair Market Valuation or sell the certificates themselves, etc...

(v) The future of the Project will be directed later on by the OGY Token holders and the Integrators, forming together the governance («Governance»).

(b) ORIGYN and the Integrator, as described on the cover page of this Agreement («Integrator») wish to collaborate in order to realize the Project as described in the present Recitals.

NOW, THEREFORE, the Parties agree as follows:



1) Definitions and Interpretation

1.1 Definitions

When used in this Agreement in capitalized form, the terms set forth below shall have the following meaning:

«**Agreement**» means this agreement dated as of the date shown on the cover page including its Annexes, which form an integral part of this Agreement.

«**ORIGYN Certificate**» has the meaning ascribed to it in Recital (a)(ii).

«**Governance**» has the meaning given to it in Recital (a)(iii).

«**ORIGYN DAO community**» network of participants who have OGY utility tokens staked and can propose and vote on governance proposals.

«**NNS platform**» algorithmic governance system called the Network Nervous System (NNS). The NNS is responsible for performing many network management operations.

«**SNS**» The Service Nervous System (SNS) framework is the Internet Computer's built-in solution for creating and maintaining decentralized autonomous organizations (DAOs) to govern decentralized Applications. All SNS are on the NNS platform.

«**Marketplace**» means the network of collectors and art enthusiasts who use the platforms in order to buy and sell NFT peer to peer.

«**Minting**» means creating an ORIGYN certificate.

«**Staking**» means locking tokens for a defined period. Once the period is over, the tokens are released again

«**NFT**» means a non-fungible token, composed of a unique computer code written on the blockchain that cannot be reproduced or modified.

«**OGY Token**» means the utility token providing digital access to the applications and services developed by ORIGYN.

«**Party(ies)**» means ORIGYN and the Integrator collectively, or, as the context requires, ORIGYN Foundation and the Integrator individually.

«**Project**» has the meaning ascribed to it in Recital (a)(i).

«**Third Party Claim**» has the meaning given to it in Section 8.

«**Token**» means a cryptographic token representing programmable assets or access rights, managed by a smart contract and an underlying distributed ledger which are accessible only by the person who has the private key for that address.

«**T&Cs**» means Terms & Conditions.

«**Wallet**» means a digital wallet which stores the public and/or private keys for Tokens and NFTs.



1.2 Interpretation

(a) In this Agreement, the following interpretation shall apply :

- (i) «including» and «in particular» are construed as illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (ii) «may» is construed as «has the right but not the obligation to».
- (iii) «written» and «in writing» include any forms of transmission that can be permanently evidenced in the form of text, including email and telefax, unless explicitly stated otherwise.

(b) Unless a contrary indication appears, a reference in this Agreement to :

- (i) Any «Party» or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Agreement.
- (ii) A «person» includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- (iii) A «Recital», «Section» or an «Annex» is a reference to a recital, section or an annex to this Agreement and Annexes shall form an integral part of this Agreement.
- (iv) Definition in singular shall include the plural and vice versa.
- (v) If provisions in this Agreement include English terms after which either in the same provision or elsewhere in this Agreement German and/or French terms have been inserted in brackets or/and italics, the respective German and French terms and not the English terms shall be authoritative for the interpretation of the respective provisions.

2) Object

- (a) The object of this Agreement is to define the mutual obligations of the Integrator and ORIGYN Foundation in the context of the Project.
- (b) The Integrator undertakes to support ORIGYN Foundation in the realization of the Project and to act as an Integrator in the Project.

3) Integrator's appointment

3.1 Integrator due diligence process

- (a) The first step to become an Integrator is to be validated by the ORIGYN Foundation after a due diligence based on the requirements of the Annex 1.
- (b) The Integrator accepts to share all the documents requested in the Annex 1. with the purpose of fulfilling all KYC/KYB/AML required procedures.
- (c) Once the Foundation concludes the vetting process, the Integrator will be subject to a DAO vote via a public proposal on the SNS Platform. All ORIGYN proposals can be viewed at <https://nns.ic0.app/proposals/?u=leu43-oiaaa-aaaaq-aadgq-cai>.
- (d) Every change of either legal entity address, business name, or termination of cooperation must be voted publicly on the SNS Platform.



3.2 Integrator's staked OGY Tokens

(a) Once the proposal is accepted, the Integrator must proceed with the staking of 250'000\$ worth of OGY tokens in the SNS for 1 year non dissolving or 35'000'000 millions OGY tokens when considering to operate a "Global" Integrator. While "Niche" integrators that might operate on a single asset class or industry must proceed with the staking of 50'000\$ worth of OGY tokens for 1 year non dissolving. .

(b) The OGY tokens must be staked without dissolving until the Integrator remains part of the program. Once staked, the neurons will be shown to the public via ORIGYN Dashboard - Integrator Tab together with related metrics of minting volumes and performance. ORIGYN Dashboard can be consulted at the following address: <https://dashboard.origyn.com/>.

(c) Some specific conditions of staking can be applied following Annex 2.

(d) The Integrator understands and confirms that such an amount staked cannot technically be unlocked before the end of the period even if this Agreement is terminated.

3.3 Representations of the Integrator

(a) By entering into this Agreement, the Integrator confirms that it acts in exercise of its trade, business or profession, i.e., acts as an entrepreneur (Unternehmer) and not as a consumer (Verbraucher / consommateur).

(b) The Integrator further represents, warrants and acknowledges to, and agrees with, ORIGYN Foundation as follows :

(i) The Integrator has concluded its own assessment of the Project and the OGY Tokens and the merits and risks of obtaining OGY Tokens based on the information available as at the date of this Agreement.

(ii) The Integrator has made its own assessment and has satisfied itself with respect to relevant tax, legal, currency and other economic considerations relevant to obtaining OGY Tokens based on the information available as at the date of this Agreement.

(iii) The Integrator has such knowledge of, and experience in, business and financial matters that it is capable of assessing the merits and risks of and other considerations relevant to obtaining OGY Tokens. It has the ability to bear the economic risk of, and to sustain a complete loss of, its purchase and/or blocking of OGY Tokens.

(iv) The Integrator is empowered and authorized to enter into this Agreement and to subscribe for and obtain OGY Tokens and has duly authorized the person signing this Agreement to do so on its behalf.

(c) All representations, warranties, agreements and acknowledgements made herein are directly given to ORIGYN Foundation. The Integrator acknowledges that ORIGYN Foundation will rely upon the truth and accuracy regarding the foregoing representations, warranties, agreements and acknowledgements. The Integrator irrevocably authorizes ORIGYN Foundation to produce this Agreement to any interested party in any administrative or legal proceeding or official enquiry with respect to the matters set forth herein



4) Integrator's appointment

4.1 Number of Integrators

- (a) The number of permitted Integrators in the Project may be increased and/or changed by a valid vote on the SNS Platform.
- (b) Notwithstanding the above, ORIGYN Foundation shall have the right, on its sole discretion, to refuse any additional Integrator in the event of ethical issues or conflicts of interest.

4.2 Scope of the Integrators

- (a) Integrators can have different scope. Global Integrators can act in different fields when Niche others can be more specialized and act in only one sector.
- (b) The details need to be specified following the Annex 2.

4.3 Minting

- (a) Each Integrator must utilize OGY utility tokens to mint ORIGYN Certificates, acknowledging and agreeing that the OGY tokens used are in addition to any tokens already staked.
- (b) ORIGYN Foundation can provide, but is not obliged to, support to the Integrator for learning the steps required for minting certificates.
- (c) The details of the minting conditions need to be specified in the Annex 2.

4.4 Technical and regulatory framework

- (a) ORIGYN Foundation undertakes to develop the technical framework required for the realization of the Project.
- (b) The Parties acknowledge, however, that there is a risk that the Project may be jeopardized by regulatory restrictions applicable to the Project which could impair the viability of the Project, either because the technology, the NFTs do not allow to fulfill the regulatory requirements or because the regulatory requirements are such demanding that the issuance of NFTs and/or the operation of the Platform and/or the Marketplace might not be financially sustainable.

4.5 Promotion

- (a) Each Party undertakes to promote the Project using its best efforts, always in compliance with applicable laws.
- (b) For this purpose, but solely during the term of this Agreement, the Integrator is entitled to use ORIGYN'S intellectual property rights in relation with the Project and the Platform.

4.6 Training

ORIGYN shall provide detailed explanations on the Minting process to the Integrator and its employees, or any third party appointed by the Integrator, in training sessions.



5) Remuneration of the Integrator

(a) In consideration of the Integrator's participation in the Project and the services they provide, the Integrator has the right to sell their services to third parties and independently set the prices for their customers.

6) Exclusivity

The Integrator agrees that any contact, company, and/or partner of the Integrator is non-exclusive in nature. The foundation of this Agreement is based on the principle of collaboration, with each party acknowledging that the success of this project relies on cooperative effort.

7) Development of the technical framework

(a) ORIGYN Foundation is the main contributor to the technical framework enabling technically the Minting and registering in the ICP blockchain of NFTs, such as novel technical designs, protocols, architectures, algorithms and cryptography using its own resources. ORIGYN Foundation cannot warrant that other parties have not independently developed substantially similar frameworks.

(b) For the avoidance of doubt, the Integrator is solely responsible for the use it makes of the technical framework developed by ORIGYN while minting and registering in the ICP blockchain NFTs.

8) Liability

(a) Each Party shall indemnify and hold harmless the other Party, its directors, officers and employees, from and against any loss or damage suffered by the other Party because of a breach of such Party's obligations hereunder, provided that the breach of contract was committed intentionally (vorsätzlich, dol) or through gross negligence (grob fahrlässig, négligence grave).

(b) Notwithstanding the aforementioned:

(i) The aggregate liability of either Party in respect of any loss or damage suffered by the other Party and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the Fair Market Valuation; and

(ii) Neither Party shall be liable, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way for any loss arising from or in connection with loss of revenues, profits, contracts, business or failure to realize anticipated savings, or any loss of goodwill or reputation, or any indirect or consequential losses, in each case suffered or incurred by the other Party arising out of or in connection with this Agreement.

(c) Notwithstanding the foregoing, the aforementioned limitations shall not apply in case of a breach of the Integrator's representations under Section 3.2.

(d) For the avoidance of doubt, ORIGYN Foundation shall not be liable towards the Integrator, any other Integrator, or any third party with regard to the Minting, Authentication, and Fragmentation as well as the sale of ORIGYN Certificates



9) Third Party Claim

(a) Within 30 days after the Integrator receives notice of a claim, assertion, legal action, arbitration, investigation, or other matter or proceeding brought by any third party and that may result in breach of this Agreement and/or a damage for which indemnification may be sought under this Agreement («Third Party Claim»), the Integrator shall notify ORIGYN regarding such Third Party Claim describing in reasonable detail the nature of the Third Party Claim.

(b) ORIGYN Foundation may elect (by written notice to the Integrator within 30 days following receipt of the notice of the Integrator) to assume the defense, alongside with the Integrator, of such Third Party Claim.

(c) If the Third-Party Claim has been assumed by ORIGYN alongside with the Integrator, ORIGYN Foundation and the Integrator shall cooperate in connection with such defense. ORIGYN and the Integrator shall not enter into any settlement of such Third-Party Claim without the prior written consent of one another, which shall not be unreasonably withheld.

(d) In case ORIGYN Foundation does not elect to assume such defense, then such Third Party Claim shall be defended by the Integrator in such manner as it reasonably deems appropriate, including entering a reasonable settlement thereof, provided that the Integrator shall not enter into any settlement without the prior written consent of ORIGYN Foundation, which consent shall not be unreasonably withheld.

10) Term and Termination

(a) This Agreement is made on the date written on the cover page and enters into force when signed by both Parties.

(b) This Agreement shall be automatically renewed at the end of the initial term for another term of one (1) year every year unless a Party terminates this Agreement with a written notice not less than one (1) year prior to the end of a term.

(c) Notwithstanding the foregoing, each Party may terminate this Agreement with immediate effect for good cause. For the purpose of this Agreement, the following events shall be considered, inter alia, as good causes for termination :

(i) Material breach of its obligations by a Party, which has not been cured within 30 days upon receipt of a notice from the other Party.

(ii) Failure to comply with the Minimum Minting Requirement as set in Appendix 2 of this Agreement.\$

(iii) Opening of bankruptcy or composition proceedings, directed at the other Party.

(iv) Change of Control within the Integrator.

(d) Upon termination of this Agreement:

(i) Each Party will, upon the written request of the other Party, return all confidential information, documents and other materials specified to the other Party; and

(ii) The Integrator shall collaborate in good faith with ORIGYN Foundation in order to transition its Integrator position to ORIGYN Foundation.



11) Miscellaneous provisions

11.1 Nature of the relationship between the Parties

The obligations of the Parties hereunder are contractual in nature and the Parties agree that they do not form, and this Agreement shall not be deemed to constitute, a simple partnership (einfache Gesellschaft; société simple) pursuant to articles 530 et seq. CO.

11.2 Notices

Any notice to be given under this Agreement shall be deemed sufficient if (i) in English, (ii) in writing (including signing in simple electronic form using an electronic signature provider (e.g. Skribble, DocuSign or AdobeSign), or by providing a scan of a handwritten signature) and (iii) sent by registered mail (Einschreiben; recommandée), or an internationally recognized courier service, such as Federal Express, DHL or UPS or email.

11.3 Confidentiality

(a) Each Party undertakes that it shall not at any time during this Agreement, and for a period of three years after termination of this Agreement, disclose to any person the content of this Agreement and any confidential information concerning the business, affairs, customers or suppliers of the other Party, except as permitted according to paragraph (b).

(b) Each Party may disclose the other Party's confidential information:

(i) to its employees, officers, representatives or advisers and entities it controls, is controlled by, or is under common control with, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers and entities it controls, is controlled by, or is under common control with to whom it discloses the other Party's confidential information comply with this Section; and

(ii) as may be required by law, a court or any governmental or regulatory authority.

(c) No Party shall use the other Party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

11.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other oral or written agreements and understandings of the Parties relating to its subject matter.

11.5 Joint drafting

The Parties jointly prepared this Agreement. It shall not be construed against any Party on the grounds that such Party drafted the relevant part.

11.6 Amendments and waivers

(a) Any amendment to this Agreement (including this Section) shall not be valid unless made in writing and duly signed by all Parties (including signing in simple electronic form using an electronic signature provider (e.g. Skribble, DocuSign or AdobeSign), or by providing a scan of a handwritten signature).

(b) Any provision of this Agreement may only be waived by a document duly signed by the Party waiving



such provision. The failure by a Party to insist on the performance of any term, on any condition or any provision of this Agreement shall not qualify as a waiver of a breach, non-performance or condition, or as acceptance of any variation.

11.7 Assignment

a) Provided it informs the Integrator in advance, ORIGYN Foundation is entitled to assign this Agreement, the benefit of this Agreement (in whole or in part) or transfer any or all of its respective obligations and liabilities under this Agreement

(i) to any of its respective affiliates; or

(ii) in connection with a reorganization of ORIGYN Foundation (including a change in the domicile or jurisdiction of incorporation of ORIGYN Foundation). Provided it informs the Integrator in advance, ORIGYN Foundation may substitute any legal person of its choice so that in such a case the term “ORIGYN” used in this Agreement will refer to the person thus substituted for ORIGYN Foundation.

(b) The Integrator may assign, transfer or convey this Agreement and/or any rights or obligations hereunder to ORIGYN Foundation or any of ORIGYN Foundation’s affiliates, provided ORIGYN Foundation or its affiliates consents to it.

11.8 Severability

(a) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect:

(i) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(ii) the legality, validity or enforceability of that provision or of any other provision of this Agreement in any other jurisdiction.

(b) The illegal, invalid or unenforceable provision(s) shall be replaced by a legal, valid, and enforceable substitute provision the effect of which is as close as possible to the intended effect of the illegal, invalid, or unenforceable provision. The same shall apply in case of a gap (Vertragslücke; lacune).

12) Applicable law and arbitration

12.1 Applicable law

This Agreement shall be governed by and construed in accordance with Swiss law (excluding the Vienna Convention on the International Sale of Goods dated 11 April 1980).

12.2 Arbitration

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one. The seat of the arbitration shall be Neuchatel and the arbitral proceedings shall be conducted in English; provided that evidence may be submitted to the arbitral tribunal in French without translation into English.



[Signature page to follow]

This Agreement is made on the date written on the cover Page.





ORIGYN Foundation

Name :

Function : Director

[Integrator name]:

Name :

Function :

[OR, in case of joint signatures]:

Name :

Function :

Name :

Function :

Annex 1: Due diligence

The following documentation must be sent to ORIGYN Foundation as part of the Integrator application:

Documentation

Copy of Certificate of incorporation

Description of UBO - Unique Beneficial Owners

Copy of Memorandum & Articles of Association

Resolution of the Board of Directors that formalize the willingness to apply as Integrator and comply with Staking rules together with list of officials authorized to operate the Integrator

Identification of authorized signatories should be based on photographs and signature cards duly attested by the company

Copies of proof of identity and proof of address of managers, officers of employees holding Power of Attorney to transact business on its behalf

List of directors

Integrator Project Application Form

In certain cases, and depending on jurisdiction and legal entity type and or any other factors, ORIGYN Foundation may also request a toll gate extract from the Directors of the Company and of any responsible person in running the Integrator operation

Annex 2: Specific Requirement

In addition to all of its other obligations under this Agreement, the Integrator shall achieve the following



Annex 3: Parties' contact

The Parties' contact details are the following :

The Integrator:

Attn (Name/ Address) :

Email :

ORIGYN Foundation:

Attn:

Adress :

Email :

or such other address as any of the Parties may notify to the other Parties in accordance with the above.

