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98.41.912223.00001105

Einschreiben

Equiis Technologies (Switzerland) AG
Europastrasse 19a
8152 Glattbrugg

in advance via email: droga@equiis.com

Zürich, 30.04.2021
GLL

**Equiis Technologies (Switzerland) AG
Request for Information and e.o. Shareholders Meeting**

Dear Mr. Roga

In the above mentioned matter, I contact you on behalf of the two Shareholders Steven Hoffmann (currently holding 3,036,328 shares in Equiis, my client since 2011) and Immanuel Patschke (currently holding 754,055 shares in Equiis, my new client, PoA attached).

These two Shareholders hold in total 3,790,383 shares in Equiis Technologies (Switzerland) AG which is more than 10% of the authorised shares in the company of 36,363,560.

May I draw your attention to the following crucial rule stipulated in the Swiss Law:

According to the Swiss Code of Obligations Section 697 any Shareholder is entitled to information from the board of directors on the affairs of the company. (...) The information must be given to the extent required for the proper exercise of the shareholders' rights. (...) Where information is refused without just cause, the court may order it on application.

In my email sent to you on 31 March 2021, I requested on behalf of Steven Hoffmann the following information:

- Invitation to the AGM send to the Shareholders in Equiis on which the decision on the share swap was taken incl. the protocol as well as the Power-Point presentation
- The last financial statements of Equiis incl. audit report
- Commercial Register of Equiis Technologies II (BVI)
- Agreement with the BVI-company based on which the first share swap is concluded
- Commercial Register of EQFF AG

lic. iur. Gabriela Loepfe-Lazar, LL.M., Rechtsanwältin
eingetragen im Anwaltsregister des Kantons Zürich

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- Agreement with EQFF AG based on which the second share swap is concluded

You have provided to me – after two reminders – in your email dated 19 April 2021 the following data:

- Invitation to the AGM sent to the Shareholders in Equiis on which the decision on the share swap was taken incl. the protocol as well as the Power-Point presentation
- Financial statements 2019 of Equiis incl. audit report
- Commercial Register of Equiis Technologies II (BVI)

But you did not provide to me the crucial information which any Shareholder in Equiis should have received in order to take a proper decision on the planned share swap:

- Agreement with the BVI-company based on which the first share swap is concluded
- Commercial Register of EQFF AG
- Agreement with EQFF AG based on which the second share swap is concluded

Also on the last AGM in October 2020, the Shareholders did not receive a proper documentation about the economic effects of the proposed share swap – especially about the dilution of their shareholdings.

Based on the fact that my two clients hold more than 10% of the shares in Equiis Technologies (Switzerland) AG, according to Section 8 of the statutes of the company they are allowed to request an e.o. Shareholders Meeting and the setting of the agenda.

On behalf of my clients I request, that the Members of the Board – which is you – are calling an e.o. Shareholders Meeting in light of the statutes and in light of of Art. 699 sec. 3 and 4 CO.

The items for the agenda for e.o Shareholders Meeting of Equiis Technologies (Switzerland) AG:

A. General Questions about status of Equiis Technologies (Switzerland) AG

1. Were any other restructuring measures discussed internally in order to remove the substantial capital loss in the company?
2. Has the Board of Equiis Technologies (Switzerland) AG reported the capital loss in the company to the authorities (Art. 725 sec. 2 CO)?
3. Why has the company moved its address to Glattbrugg?

4. Can you provide to the shareholders a preliminary financial statement of Equiis Technologies (Switzerland) AG for the year 2020 as well as for 2021 by Q1?
5. Regarding the debts of Mr. Roga towards the company: Has Mr. Roga, the CEO of the company, already paid back the debts towards the company in the amount of CHF 62,740? If he has, please provide prove how the payments were made (cash or shares).

B. Questions about BVI company Equiis Technologies II, Inc.

1. Why does the BVI company Equiis Technologies II, Inc. not issue directly shares to the current Shareholders in Equiis Technologies (Switzerland) AG?
2. Who is in the Board of the BVI company Equiis Technologies II, Inc.?
3. Can you provide the cap table of the BVI company Equiis Technologies II, Inc.?
4. Can you provide us the contractual documentation about the share swap Equiis Technologies (Switzerland) AG and Equiis Technologies II, Inc.?
5. Is value of assets contributed by Equiis Switzerland (Technologies) AG the same as value booked at BVI entity?
6. Has the IP (Flaim) already been transferred to the BVI company Equiis Technologies II, Inc.?
7. At what value will the IP (Flaim) be booked in the BVI company Equiis Technologies II, Inc.?

Based on the poor information which was provided at the AGM in last October 2020 and due to the fact that you have refused to provide to my clients the basic as well as the additional documentation since 31 March 2021, the company is not acting transparently towards the shareholders. **It is important to hold an e.o. Shareholders Meeting in order to fully and transparently clarify the proposed share swap before it will be executed. Therefore, we request for you to call an e.o. Shareholders Meeting during the next 10 days. If you do not call the meeting within this reasonable time frame, we are instructed to file the respective request to the court.**

Kind regards
Schwärzler Rechtsanwälte

Gabriela Loepfe-Lazar



30.04.2021

QES Qualifizierendes elektronisches Signatur Schwärzler Recht
Signiert auf Skribble.com

lic. iur. Gabriela Loepfe-Lazar, LL.M.

Enclosure mentioned

VOLLMACHT

Dr. Helmut Schwärzler | Alexander Schwartz | Gabriela Loepfe-Lazar | Markus Huber |

Sandra Strahm

Schwärzler Rechtsanwälte | Zürich und Zug, Schweiz

wird/werden hiermit in Sachen **Equiis Technologies (Switzerland) AG**
betreffend **Aktionärsrechte / Einberufung GV / Share-Swap**

(je einzeln) zu allen Rechtshandlungen eines Generalbevollmächtigten mit dem Rechte, Stellvertreter, insbesondere die Mitarbeiter von Schwärzler Rechtsanwälte, zu ernennen, bevollmächtigt.

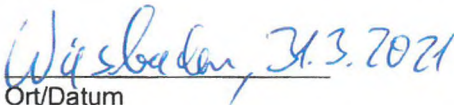
Die Vollmacht schliesst insbesondere auch ein: aussergerichtliche Vertretung, vollumfängliche Vertretung vor sämtlichen Gerichten, Verwaltungsbehörden und Schiedsgerichten, einschliesslich aller Strafsachen, Steuerangelegenheiten, Grundbuchs- und sonstigen Registersachen, einschliesslich dem Recht der Akteneinsicht, Abschluss von Gerichtsstandsvereinbarungen und Schiedsverträgen, Ergreifen und Rückzug von Rechtsmitteln, Abgabe von Abstandserklärungen, Abschluss von Vergleichen und Zahlungsvereinbarungen, Vollzug von Urteilen und abgeschlossenen Vergleichen, Empfangnahme und Herausgabe von Wertschriften, Zahlungen und anderen Streitgegenständen, Veräusserung und Übernahme von beweglichen und unbeweglichen Sachen sowie von Rechten, Anhebung und Durchführung von Schuldbetreibungen, einschliesslich Stellung und Rückzug von Fortsetzungs-, Pfändungs- und Konkursbegehren, Vertretung in Erbschaftssachen und bei öffentlichen Beurkundungen und Grundbuchgeschäften, Vertretung in Strafsachen, insbesondere Stellung und Rückzug von Strafklagen und –anträgen.

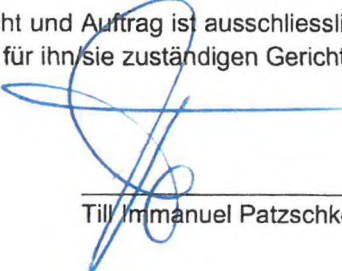
Ich/wir erteile(n) explizit die Ermächtigung und ausdrückliche Zustimmung, dass mit mir/uns und mit Dritten mittels E-Mail kommuniziert werden kann und darf. Ich/wir bin/sind uns bewusst, dass der Einsatz elektronischer Kommunikation Risiken in sich birgt und dass die Vertraulichkeit nicht gewährleistet werden kann.

Diese Vollmacht wird zur Verfolgung eines Auftrags erteilt, den die Klientschaft mit den hiermit Bevollmächtigten abgeschlossen hat. Vollmacht und Auftragsverhältnis beurteilen sich nach schweizerischem Recht und unterliegen den zwischen den Bevollmächtigten und dem Vollmachtgeber vereinbarten Mandatsbedingungen, auf welche verwiesen wird.

Die Klientschaft bestätigt, dass sie ihren Anspruch auf eine allfällige Prozessentschädigung dem/den Beauftragten zahlungshalber abgetreten hat.

Gerichtsstand für Streitigkeiten aus Vollmacht und Auftrag ist ausschliesslich Zürich. Der/die Vollmachtgeber kann/können auch an jedem anderen für ihn/sie zuständigen Gericht belangt werden.


Ort/Datum


Till Immanuel Patzschke